

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler Off-sale License subject to the provisions of the planning and fire codes and Health Dept. regulations, Fab Fred, LLC, dba Fabulous Freddy's Car Wash, 7155 Grand Montecito Parkway, Fred L. Smith, Mgr, Mmbr 100% - Ward 6 (Ross)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler Off-sale License.

RECOMMENDATION:

Recommend approval with authority for the Director or Designee to issue a permanent license upon receipt of a favorable investigation report or extend the temporary license in the event the investigation is not completed during the temporary period and subject to the provisions of the planning and fire codes and Health Dept regulations.

BACKUP DOCUMENTATION:

Map

Motion made by STEVEN D. ROSS to Approve the temporary license, subject to provisions as recommended, with the Director or Designee granted the authority to approve the permanent license after completion of appropriate process or extend the temporary in the event the police report is not completed within the six-month temporary period

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

For Items 45 and 46, JIM DiFIORE, Manager of Business Services, indicated that the applicant met the criteria to be approved a temporary license. He recommended approval.

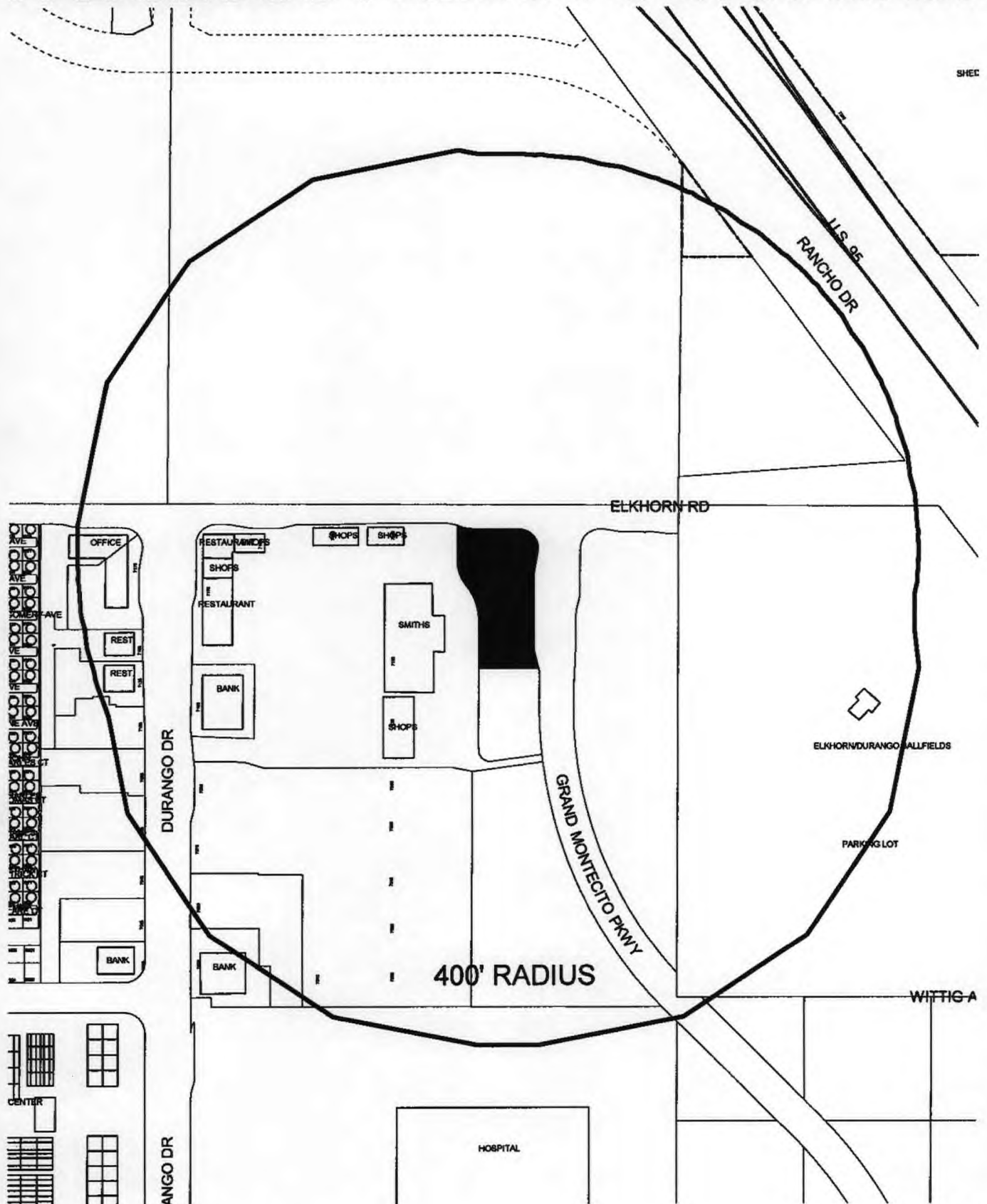
CITY COUNCIL MEETING OF: MAY 2, 2007

SEAN HUGGINS, Attorney, 528 S. Casino Center, appeared on behalf of the applicant, who was in the audience. He requested approval, noting that the health permit was issued and approval from Planning and Fire and Rescue should be received later that day.



FABULOUS FREDDY'S CAR WASH

SHEET



0 200 400 Feet

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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding Temporary Approval of a new Restricted Gaming License for 7 slots subject to the provisions of the planning and fire codes and Health Dept. regulations, Fab Fred, LLC, dba Fabulous Freddy's Car Wash, 7155 Grand Montecito Parkway, Fred L. Smith, Mgr, Mmbr 100% - Ward 6 (Ross)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a new Restricted Gaming License for 7 slots.

RECOMMENDATION:

Recommend approval with authority for the Director or Designee to issue a permanent license upon receipt of a favorable investigation report or extend the temporary license in the event the investigation is not completed during the temporary period and subject to the provisions of the planning and fire codes and Health Dept regulations.

BACKUP DOCUMENTATION:

Map

Motion made by STEVEN D. ROSS to Approve the temporary license, subject to provisions as recommended, with the Director or Designee granted the authority to approve the permanent license after completion of appropriate process or extend the temporary in the event the police report is not completed within the six-month temporary period

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

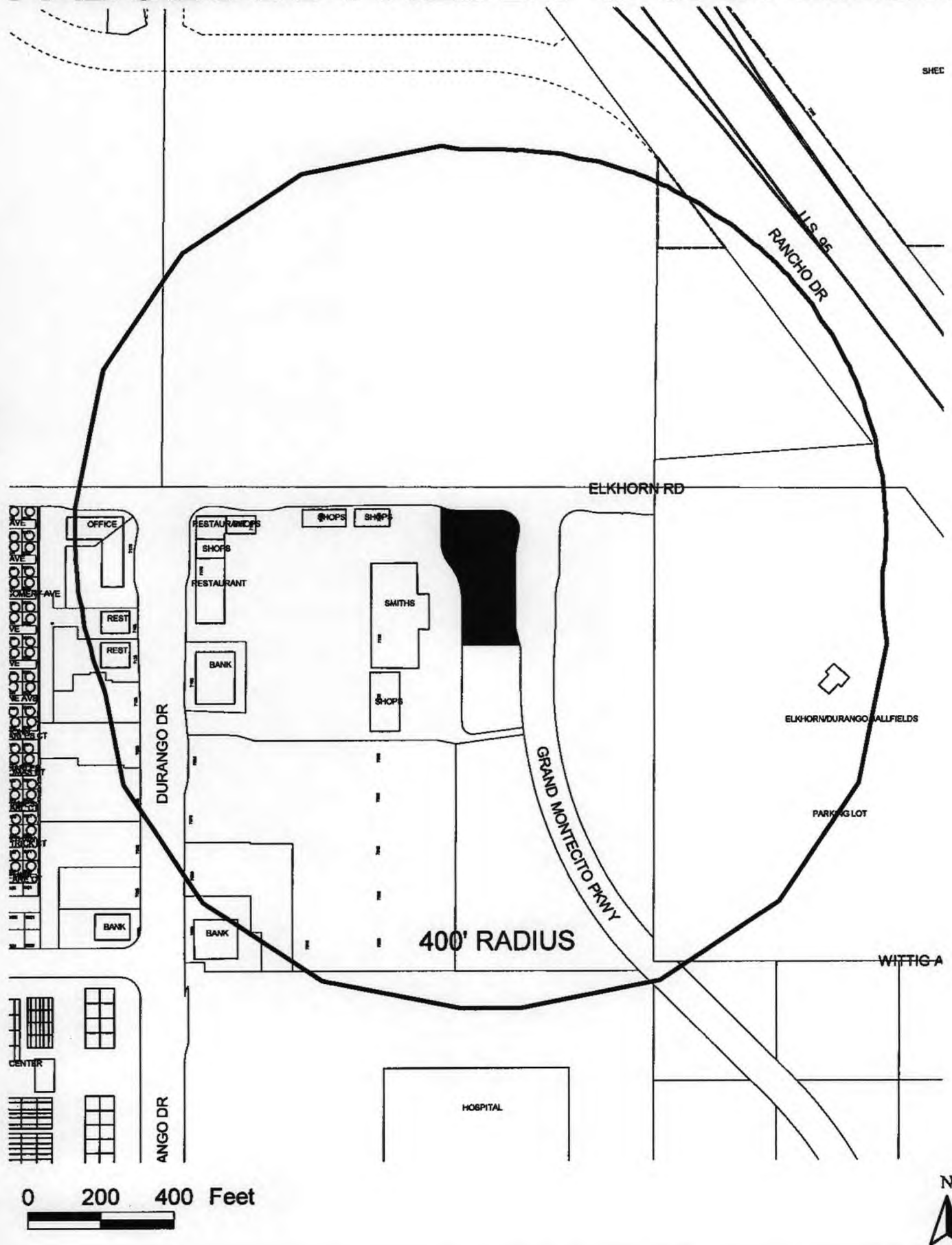
OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS, BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

See Item 45 for related discussion.

FABULOUS FREDDY'S CAR WASH

SHEC



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding a Sixty Day Review for a Non Profit Club License, V. F. W. Post #10057, dba V. F. W. Post 10057, 1905 H Street, Albert Young, Canteen Mgr - Ward 5 (Williams)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding a Sixty Day Review for a Non Profit Club License.

RECOMMENDATION:

Recommendation to be provided following the discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:

None

Motion made by BRENDA J. WILLIAMS to Approve with no further reviews

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

JIM DiFIORE, Manager of Business Services, reported that MR. YOUNG, who was present, was approved 60 days ago and was approved to operate until midnight. There has been only one call for service during the hours of operation. Significant improvements have been made; therefore, he recommended no further reviews.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding a Six Month Review of a Temporary Package License and Wine/Beer/Cordial/Liqueur Tasting License, Wineaux, Inc., dba Vino 100, 7220 Azure Drive, Suite 120, Natalie E. Buster, Dir, Pres, Secy, 50% and Teresa J. Berry, Dir, Treas, 50% - Ward 6 (Ross)

Fiscal Impact

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No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding a Six Month Review of a Temporary Package License and Wine/Beer/Cordial/Liqueur Tasting License.

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:

None

Motion made by GARY REESE to Hold in Abeyance Item 41 to 6/20/2007 and STRIKE Item 48

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: FINANCE AND BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding Temporary Approval of a new Massage Establishment License, Verona Garden, LLC, dba Verona Garden Salon & Spa, 7331 West Lake Mead Boulevard, Suite 103, Haksung Kim, Pres - Ward 5 (Williams)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of a new Massage Establishment License.

RECOMMENDATION:

Recommend approval with authority for the Director or Designee to issue a permanent license upon receipt of a favorable investigation report or extend the temporary license in the event the investigation is not completed during the temporary period.

BACKUP DOCUMENTATION:

1. Map
2. Submitted at meeting – Written comments by Tom McGowan

Motion made by BRENDA J. WILLIAMS to Approve the temporary license, with the Director or Designee granted the authority to approve the permanent license after completion of appropriate process or extend the temporary in the event the police report is not completed within the six-month temporary period

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 1; Excused: 0

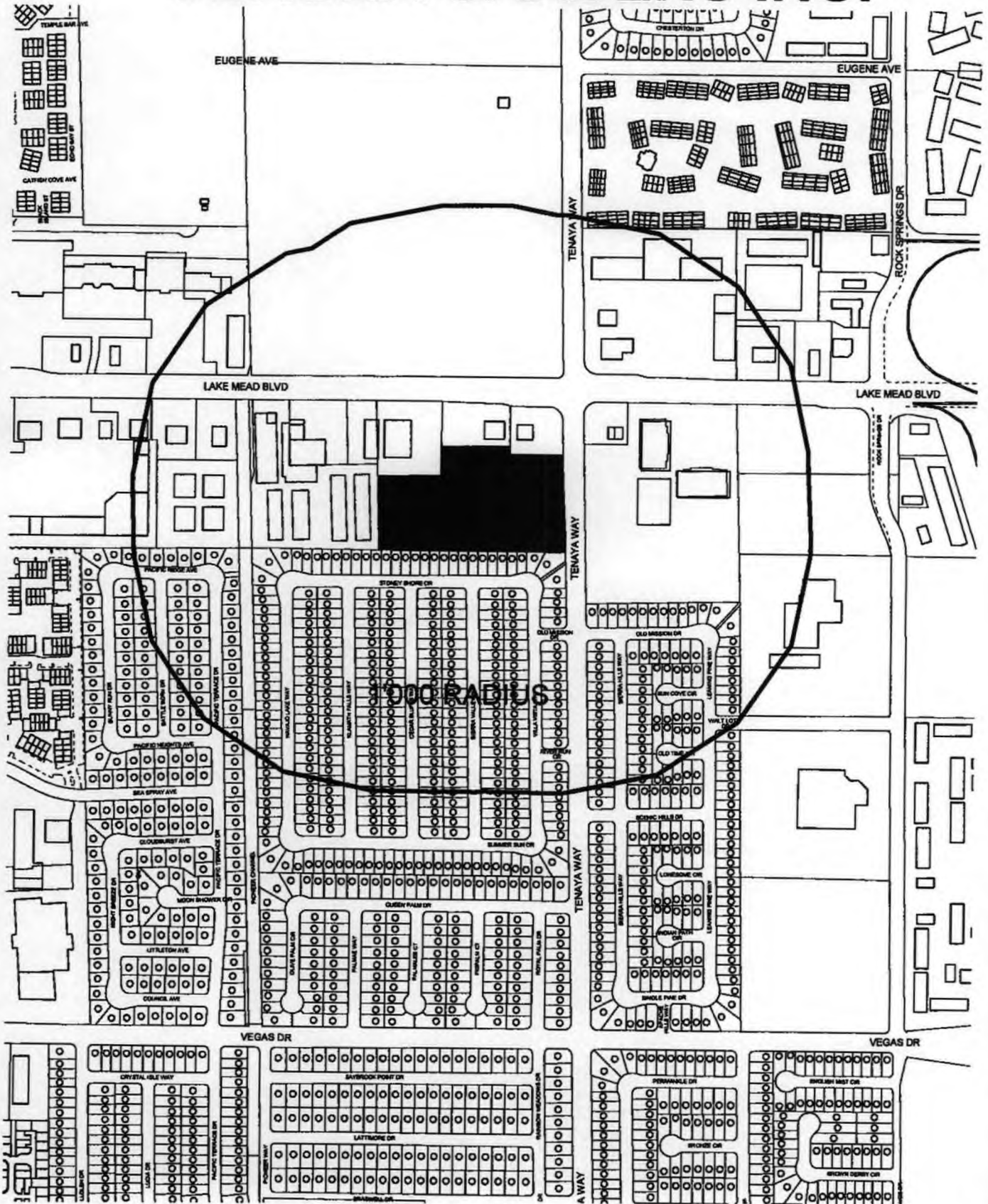
BRENDA J. WILLIAMS, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-LOIS TARKANIAN); (Excused-None)

NOTE: COUNCILWOMAN WOLFSON disclosed that he utilizes the services of MR. KIM.

Minutes:

JIM DiFIORE, Manager of Business Services, indicated that the applicant, who was present, met the criteria for a temporary license. The existing massage and spa establishment is being taken over by MR. KIM, who had to apply because massage licenses are not transferable.

VERONA GARDENS INC.



0 300 600 Feet



TM/LAS CNCL MTE: [9th WED. 2 MAY '07 (CNCL. CHMB) (CHS MAY 06)]

PUBLIC COMMENT: -

.. < (Inid) > ..

Agenda #39. Tom McGowan; Las Vegas Resident. ~ Define 'BOUTIQUE' HOTEL.
ITEM [] How many stories? What's the square foot area and the rental
rate of the hotel rooms. ~ Thank you.

ITEM #40. Tom McGowan; Las Vegas Resident. ~ When and where was the
subject planning and development project opened for public
participation in the democratic process at the pre-decisionmaking stage(?); and:
'if never', or 'not', ~ why not? ~ Thank you.

ITEM #41. Tom McGowan; Las Vegas Resident. ~ WITHOUT IMPUGNMENT OF THE APPLICANT, ~
How many 'massage' establishments
are currently licensed in the city of Las Vegas (?); and ~ How many 'massage'
establishments have been determined as engaged in prostitution and/or human
slavery trafficking? ~ Thank you.

ITEM #49. Tom McGowan; Las Vegas Resident. ~ The same questions are applied to
ITEM #49. as were asked during ITEM #41. ~ Thank you.

ITEM #50. Tom McGowan; Las Vegas Resident. ~ I recommend you name the park:
'THE TULE SPRINGS MUNICIPAL PARK', and you name the public rest rooms: 'THE
FLOPPY LAMB COMMEMORATIVE PUBLIC REST ROOMS'. ~ Thank you

ITEM #56. Tom McGowan; Las Vegas Resident. ~ AS PREVIOUSLY STATED, THE SUBJECT ITEM
IS THE INACCURATE AND INCOMPLETE PRODUCT OF A 'HIDDEN AGENDA' EXPEDIENTLY
ENGAGED IN THE MISREPRESENTATION, FRAUD, EXTORTION OF BOTH PUBLIC AND PRIVATE FUNDS
IN FURTHERANCE OF A WHOLLY SUBJECTIVE, LIMITED SPECIAL INTERESTED AGENDA, AND THEREAS
CONSTITUTES MISFEASANCE OF OFFICE AND MISFEASANCE OF BOTH PUBLIC AND PRIVATE FUNDS.
Appropriate complaints will be filed with both state and federal investigative agencies,
pursuant to remediation in accordance with applicable law. ~ ~~THANK YOU~~

(IN RELEVANT SIDENOTE: ~ CONSENT AGENDA ITEM #13, IS IN VIOLATION OF NR 9 244,
THE NEVADA OPEN MEETING LAW, and will also be the subject of complaint, ~
(1.)

THANK YOU.)

Submitted at City Council
Date 5/2/07 Item #49

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: LEISURE SERVICES

DIRECTOR: BARBARA JACKSON

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action to re-name Floyd Lamb State Park located at 9200 Tule Springs Road - Ward 6 (Ross)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

At the regular scheduled Parks and Recreation Advisory Commission meeting held on April 11, 2007, the park naming subcommittee recommended re-naming Floyd Lamb State Park to Floyd Lamb Park at Tule Springs. The park has been maintained by the State of Nevada Parks for the past twenty-nine years and is visited by more than 200,000 people annually. The State will officially transfer the park, all leased lands, and water rights over to the City of Las Vegas on June 30, 2007. Amenities include Historic Tule Springs Ranch, equestrian facilities, historical and cultural resources, large park ramadas, picnic tables, four stocked fishing lakes, Las Vegas Gun Club shooting range, Department of Forestry Nursery, memorial garden, and many birds, wildlife and plants. A vote by the Parks and Recreation Advisory Commission was unanimous to recommend the name to the City Council for review. The name change will be effective July 1 after the City of Las Vegas accepts the park from the State of Nevada.

RECOMMENDATION:

Staff recommends City Council approval.

BACKUP DOCUMENTATION:

Submitted at meeting – Written comments by Tom McGowan

Motion made by STEVEN D. ROSS to Approve the name of Floyd Lamb Park at Tule Springs

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

DR. BARBARA JACKSON, Director of Leisure Services, summarized the information under the Purpose/Background section, noting that the Commission recommended renaming the park

CITY COUNCIL MEETING OF: MAY 2, 2007

Floyd Lamb Park at Tule Springs. COUNCILMAN ROSS added that the historical nature of the park prompted the name change.

TOM McGOWAN, Las Vegas resident, suggested the Council consider another name.

COUNCILMAN BROWN confirmed with CHRIS KNIGHT, Director of Administrative Services, that the City would not be violating the agreement in renaming the park, because "Floyd Lamb" is included in the recommended new name, as stipulated in SB 144.



TM/Ls CUL MTE: [9.10.2 MAY '01 (CUL CHMB) (CUL MAY 01)]
 PUBLIC COMMENT: -

Agenda #39. Tom Mc Gowan: Ls VEGAS RESIDENT. ~ Define 'Boulevard Hotel' how many stories? What's the square foot area and the Rate of the Hotel Rooms. ~ Thank you.

Item #40. Tom Mc Gowan: Ls VEGAS RESIDENT. ~ When and where was the SUBMITTING AND DEVELOPMENT PROJECT opened for Public Participation in the Democratic Process at the pre-decision making stage (3)? and: 'if never, or not, in case not? ~ Thank you.

Item #41. Tom Mc Gowan: Ls VEGAS RESIDENT. ~ How many MASSAGE ESTABLISHMENTS are currently licensed in the City of Las Vegas (3)? and: ~ How many MASSAGE ESTABLISHMENTS HAVE BEEN DETERMINED AS ENGAGED IN PROSTITUTION and/or Human SLAVE TRAFFICKING? ~ Thank you.

Item #49. Tom Mc Gowan: Ls VEGAS RESIDENT. ~ The same Questions are applied to Item #49. as were asked during Item #49. ~ Thank you.

Item #50. Tom Mc Gowan: Ls VEGAS RESIDENT. ~ I recommended you name the Park: the Tale Spence Municipal Park, and you name the Public Rest Rooms: THE Flop Lane Commemorative Public Rest Rooms. ~ Thank you

Item #56. Tom Mc Gowan: Ls VEGAS RESIDENT. ~ As previously stated, the subject item is the inaccurate and incomplete product of a 'Hipped Agenda' especially engaged in the misrepresentation, fraud, extortion of both Public and Private funds in furtherance of a wholly speculative, limited special interest Agenda, and LIBERALS constitutes malfeasance of office and misfeasance of both Public and Private funds. Appropriate complaints will be filed with both State and Federal Investigative Agencies, pursuant to Remedial in accordance with applicable laws. ~

IN RELEVANT STATE: ~ COURT Agenda Item #13, is in violation of NRS 241. THE NEVADA OPEN MEETING ACT, and will also be the subject of complaint. ~

THANK YOU.

Submitted at City Council
 Date 5/9/07 Item #50

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN HARSIN

☐ Consent ☒ Discussion

SUBJECT:

Discussion and possible action regarding the Disposition and Development Agreement (DDA) between the city of Las Vegas and Nevada H.A.N.D. Inc., for the construction of two hundred and forty (240) affordable assisted and independent living multi-family units for seniors located north and east of the intersection of Deer Springs Way and Decatur Boulevard – Ward 6 (Ross)

Fiscal Impact

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No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

On May 17, 2006, the City Council approved the Exclusive Negotiation Agreement (ENA) with Nevada H.A.N.D. Inc., to complete the DDA for the construction of two hundred and forty (240) affordable assisted and independent living multi-family units for seniors. Nevada H.A.N.D. Inc., is responsible for constructing, marketing and leasing the units to seniors earning 60-percent or less of area median income (AMI). The City will contribute the land as its affordable housing subsidy in addition to allocating \$2,000,000.00 of HOME funds for the project.

RECOMMENDATION:

Staff recommends that the City Council approve the DDA for the construction of two hundred and forty (240) affordable assisted and independent living multi-family units for seniors and authorize the Mayor to execute any and all related agreements and documents required for the project.

BACKUP DOCUMENTATION:

Disposition and Development Agreement

Motion made by STEVEN D. ROSS to Approve as recommended

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

STEPHEN HARSIN, Director of Neighborhood Services, detailed the information under the Subject and Purpose/Background sections and added that the City did undergo a Request for

CITY COUNCIL MEETING OF: MAY 2, 2007

Proposal (RFP) process for this 10-acre site. The proposed development is very similar to the Silver Sky development in Ward 2.

MIKE MULLIN, Nevada H.A.N.D., Inc., said the intent is to replicate the Silver Sky project, which is open. Affordable housing is greatly needed, but this is groundbreaking because the City has taken leadership in providing the land and HOME funds for this project. He urged the Council's approval.

TOM McGOWAN, Las Vegas resident, questioned the square footage and rates of the units. MR. MULLIN clarified that the facility is an assisted-living facility, with some independent-living units. The rent for the independent units will roughly be \$400 for one-bedroom units (600 sq. ft.) and about \$550 for two-bedroom units (800 sq. ft.). The assisted-living facility will consist of 90 units, which are smaller, but assistance with daily living activities will be provided. Depending on the level of service, the monthly rents will run between \$1,700 and \$2,500. MR. McGOWAN added that the project was well planned.

BEATRICE TURNER, West Las Vegas, said that, as a person that takes care of the elderly, she hopes that adjusted shower heads and handicap access will be provided in the bathrooms. The facility should be constructed to meet the needs of the seniors. MR. MULLIN indicated there would be roll-in shower facilities with benches, and he offered to give MS. TURNER a tour of the independent-living facility.

COUNCILMAN ROSS recognized the efforts of ASSEMBLYWOMAN BARBARA BUCKLEY in making this a reality. He also noted that interested residents will have to meet a certain income level.

COUNCILWOMAN TARKANIAN asked if compliance will have to be met with ADA codes for the showers. MR. MULLIN assured her that ADA requirements do have to be met. COUNCILWOMAN TARKANIAN then said that there are additional requirements for seniors under assisted living. COUNCILMAN ROSS indicated that the issues brought up by MS. TURNER will be considered during the negotiations process. COUNCILWOMAN TARKANIAN said she hopes problems are corrected as new senior facilities are built.

COUNCILWOMAN WILLIAMS noted that there is a great need for assisted-living facilities in the older part of West Las Vegas.

DISPOSITION AND DEVELOPMENT AGREEMENT

By and Between

CITY OF LAS VEGAS

and

NEVADA H.A.N.D., Inc.
a Nevada non-profit corporation

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into as of the 2nd day of May, 2007, by and between the City Of Las Vegas, a political subdivision of the State of Nevada (hereinafter the "City") and NEVADA H.A.N.D., Inc., an Nevada non-profit corporation in good standing (the "Developer").

I. [§ 100] SUBJECT OF THE AGREEMENT

A. [§ 101] Purpose of this Agreement.

The purpose of this Agreement is to facilitate the construction and continued preservation of affordable housing within the City of Las Vegas and to accomplish the transfer of the Site as hereinafter described, which will lead to the construction and preservation of approximately 240 multi-family rental units in aggregate for a proscribed affordability period, as described herein. The Site (as defined below) after the closing herein, is to be divided into three separate parcels, whereafter the Developer will commence construction in three separate construction phases (each a "Phase" or collectively "Phases"), one construction phase on each parcel, which construction phases will be performed in sequence, rather than at one time as hereinafter described.

The development of the Site pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

B. [§ 102] U.S. Patent

In order to facilitate the orderly development of affordable housing, the City has been conveyed a certain parcel of real property from the United States of America, which property shall be used by the Developer for the development of affordable housing as hereinafter described.

C. [§ 103] The Site.

The property to be conveyed pursuant to this Agreement is comprised of approximately ten (10) contiguous acres of real property owned or that will be owned by the City, generally located north and east of the intersection of Deer Springs Way and Decatur Blvd. in the City of Las Vegas, Clark County, Nevada, also known as Clark County Assessor's parcel number (unassigned) (hereinafter referred to as the "Site"). The Site is more fully depicted on the Site Map (Attachment "A"), and is more particularly described in the Legal Description of the Site (Attachment "B"). It is anticipated that the Site will be constructed in three separate Phases consisting of three (3) independent three (3) story buildings, the first of which will provide a total of ninety (90)(84 single bedroom units, and 6 two bedroom units) senior assisted living units ("Phase 1"), with each of the remaining two phases ("Phase 2" and "Phase 3" respectively) each providing seventy five (75) senior independent living units (all proposed to be 2 bedroom units). All Phases shall be subject to low income housing covenants and restrictions which limits the rents to be charged to the occupants. Likewise, the occupants will be required to qualify and be subject to the low income regulations required for the

Phases to qualify collectively as a low income housing complex.

D. [§ 104] Parties to this Agreement.

1. [§ 105] The City.

The City is a political subdivision duly formed and organized under the laws of the State of Nevada, whose address is Neighborhood Services Department, 400 Stewart Avenue, Las Vegas, Nevada 89101.

2. [§ 106] The Developer.

The Developer is Nevada H.A.N.D., Inc., an Nevada nonprofit corporation (whose address is 295 Warm Springs Road, #101, Las Vegas, Nevada 89119), has partnered with Affirmative Investments ("Affirmative Investments," whose address is 33 Union Street, Boston, Massachusetts 02018) to form Deer Springs Assisted Living Limited partnership. Nevada H.A.N.D., Inc. and Affirmative Investments are Co-General Partners in this venture, with ownership at 60% and 40%, respectively. Wherever the term "Developer" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

The qualifications and identity of the Developer, its general partner, its limited partners, its principals and its officers, as applicable, are of particular concern to the City, and it is because of such qualifications and identity that the City has entered into this Agreement with the Developer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein. This Agreement may be terminated by the City pursuant to the terms of this Agreement if there is any significant change (voluntary or involuntary) in the ownership of the Developer not approved by the City Council prior to the completion of the development of the applicable Phases or Parcels of the Site as evidenced by the issuance of a Certificate of Completion for an applicable Parcel (as hereinafter defined) therefore pursuant to Section 211 hereof. The term "significant change" as used herein shall mean a change of the management of the Developer. During the period following the completion of development for each Phase on the applicable Parcels as evidenced by the issuance of a Certificate of Completion (for each Phase) and prior to the expiration of the Period of Affordability (as defined in Section 405 hereof and as may be amended from time to time), the Developer may assign this Agreement and/or transfer the entire Site or any individual Parcel thereof upon receipt of the written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed if (i) the transferee is a non-profit corporation, (ii) the document conveying the Site to the transferee states that the Parcel or Site as the case may be, is subject to the provisions of this Agreement, and (iii) the Developer's then current lender and/or HUD (defined below), as applicable, have approved the sale of the Site/Parcel to the transferee. Following the expiration of the Period of Affordability, Developer may freely transfer this Agreement and/or the Site, or any Parcel to any person or entity without obtaining the consent of the City.

Notwithstanding the foregoing or any other provision of this Agreement, the Developer may transfer the Site or any Parcel, or assign this Agreement to a limited partnership, wherein Developer will be the co-General Partner with Affirmative Investments, once at any time after the Closing,

without the prior approval of the City for the purposes of obtaining and complying with the terms of Developer's financing for the development of the Site and the terms of the Final Commitment (hereinafter defined), and for the purposes of constructing, maintaining and preserving the Development for the affordability period hereinafter described.

E. [§ 107] The Development.

Subject to all provisions of this Agreement, the improvements to be constructed on the Site (the "Development") consist of those improvements discussed for each Phase described in §103 above. The Developer has engaged its board-controlled nonprofit affiliate H.A.N.D. Construction Company, a Nevada non-profit corporation, to act as the general contractor for the construction of the improvements comprising the Development (the "Contractor"). The construction of the improvements for each Phase or Parcel, comprising the Development are set forth in Attachment "C" attached hereto, Certificate of Completion. Subsequent to the closing referenced herein, City acknowledges, understands and agrees that Developer will be required to subdivide the Site into three separate legal parcels (collectively "**Parcels**" or singularly a "**Parcel**"), and City consents to that subdivision, provided the proposed subdivision is reviewed and approved by the City before Developer causes the mapping required for same to be recorded (the "**Map**"). City acknowledges that the division of the Site will be to provide for the construction of improvements in three (3) separate phases (Phases 1 through 3 as provided in §101 above). The commencement for development and commencement of construction for each Phase will occur at different times, which for financing purposes, requires independent Parcels to be created. Phase 1, on Parcel 1, which is the assisted living facility, shall consist of approximately 4.10 acres in the Northwest corner of the Site, fronting on W. Deer Springs Way. Phases 2 and 3, which shall be developed as independent senior living apartments, will consist of approximately 2.5 acres each; one along the East boundary of the Site fronting on North Decatur Blvd., and the other along the Southerly boundary of the Site. Access to both Phases 2 and 3 is proposed to be from Decatur Blvd. The Developer shall provide for on-site amenities for the benefit of all Phases, inclusive of leasing and management offices, swimming pool and spa, recreational rooms and common areas. The pool and spa will be constructed with The various Phases shall enter into an agreement granting reciprocal use of common areas, as most, if not all of the common amenities will be located on Parcel 2 or 3.

As an inducement to attract investors to becoming involved in funding and developing low income housing, the Federal government and the State of Nevada allocate and grant income tax credits to those investors participating in such developments within Nevada, which grants are allocated and administered by and through the Nevada Housing Division ("NHD"). The credits are applied for, and the process is competitive with other developers desiring to develop other properties in the same fashion. The Developer anticipates that it will only be able to obtain sufficient tax credits for one Phase for each fiscal year of tax credit allocations through NHD for the next three years. As a result, construction of all Parcels on the Site will be required to be spread out over a period of between three and five years, although, Developer is confident that it will be able to obtain tax credits for all Phases within the first three to four years after the closing. Application for Phase 1, will be made in May, 2007, and subsequent applications for Phases 2 and 3 will be made in the following years (tax credit allocations are made one time per year, and construction must commence within 270 days of the NHD's allocation). The Developer projects that completion of the Phases shall be as follows:

Phase 1	January, 2009
Phase 2	January 2010
Phase 3	January 2011

Upon the closing herein, City shall provide a Deed to Developer for the entire Site. In accordance with §515, Developer will likewise provide to City the Repossession Deed for the entire Site. Upon the subdivision of the Site and the recording of the Map by Developer as referenced above, City will surrender the Repossession Deed to Developer in exchange for Developer's delivery of three separate Repossession Deeds for the three Parcels (referenced in §515 herein), which deeds shall be consistent with the form of Repossession Deed attached hereto as Exhibit "F."

F. [§ 108] Good Faith Deposit.

Concurrently with the execution of this Agreement by the Developer, the Developer shall deliver to the City a deposit in the form of either cash or a cashier's check in the amount of Ten Thousand Dollars (\$10,000). Such amount shall be retained by the City as the Developer's deposit under this Agreement (the "Good Faith Deposit") and shall serve as security for the performance of the obligations of the Developer under this Agreement.

Upon termination of this Agreement by the City as provided herein, or the issuance of the Certificate of Completion, the Good Faith Deposit shall be returned to the Developer or retained by the City, as the case may be. The Good Faith Deposit shall be returned within thirty (30) days to the Developer by the City (i) upon termination of this Agreement as provided herein, or (ii) upon issuance of a Certificate of Completion for the Site.

G. [§ 109] Developer Obligations.

1. [§ 110] Financing for Development of the Site.

Preliminary approval for financing (the "Preliminary Column Financing") evidences a commercially reasonable probability that sufficient funds will be available from a lender of Developer's choice to construct the Development in accordance with the Basic Concept Drawings attached hereto. No further approval of the Preliminary Column Financing by City is required.

At such time as Developer enters into a final commitment ("Final Commitment") with its selected lender, with said loan on each Parcel to be developed being secured by the applicable Parcel (a "Development Loan"), the Developer shall provide the City with a copy of such commitment and, if such information is not contained in such commitment, the Developer will provide:

- a. A complete description of all real and personal property (i.e. the applicable Phase) securing the Development Loan, together with any required collateral assignments, guarantees and other forms of security.
- b. The rate of interest or return payable with respect to the Development

Loan, and any fees payable to the Lender during the Development Loan term.

- c. The repayment schedule including any extensions.
- d. The exact amount of funds to be made available to the Developer for the Development after deduction of the Lender's closing or other fees payable or deducted at closing, closing costs, commissions and the like.
- e. A description of the approved budget (the "Construction Budget") against which funds will be disbursed and the conditions and timing for disbursement.
- f. A description of all required property, liability and title insurance, and payment and performance bonds or letter of credit as required by the City.
- g. Copies of proposed material loan documents.

The Director of Neighborhood Services shall review the Final Commitment for each Phase as applicable, within fourteen (14) calendar days of its receipt by the City. Approval of any Final Commitment shall not be unreasonably withheld, conditioned, or delayed. Upon approval of the Final Commitment, Developer may proceed to close the Development Loan evidenced by such Final Commitment without obtaining further approval or consent of the City.

Developer acknowledges and understands that this Agreement does not entitle the Developer to receive building permits nor construct the project as depicted by the Basic Concept Drawings at Attachment "D". Based upon such understanding, the Developer acknowledges and accepts all possible risks and consequences by closing the Development Loan after approval of the Final Commitment but prior to approval of the necessary land use entitlements for the Development.

The parties hereto agree that should Developer be unable to obtain a Final Commitment from its lender of choice for the preliminary financing of any Phase, construction of the Development at the Site or on a Parcel by Developer as an affordable housing development will not be economically feasible, and Developer shall be allowed to terminate this Agreement as to the Parcel(s) in which funding cannot be obtained without any further liability to City, except that, notwithstanding any other provisions herein, City shall retain the Good Faith Deposit.

Notwithstanding anything in this Section 110 or this Agreement to the contrary, Developer may elect, in its sole discretion, to seek a Development Loan from or through any lending source, provided Developer obtains the approval of the Director of Neighborhood Services for such Development Loan, which approval shall not be unreasonably withheld, conditioned, or delayed.

2. **[§ 111] Conditions Precedent to Transfer of Site**

The Developer agrees and warrants that it will comply with the following conditions precedent before the Closing and conveyance of the Site to the Developer:

- a. The Developer agrees to furnish and provide to the City the Final Commitment, approved by the Director of Neighborhood Services, in accordance with Section 110, above.
- b. The Developer shall obtain from the City all necessary land use entitlements as required by the Las Vegas Municipal Code (the "Code") to construct Phase 1 upon the Site. These land use entitlement applications include, but are not limited to the following: Amendment to the General Plan, Rezoning and Site Development Plan Review (the "Required Entitlement Applications for Phases 2 and 3").

The Developer shall submit its Required Entitlement Applications based substantially upon the Basic Concept Drawings at Attachment "D". Attachment "D" depicts the Development as tentatively and initially to be developed pursuant to this Agreement, including the general building layouts, site coverage, parking, landscaping and architectural renderings for the Development. Prior to the submission of the Required Entitlement Applications, the Developer shall have the right to change certain items in the Basic Concept Drawings such as traffic access, parking areas and landscaping, subject to the written consent of the Director of Neighborhood Services, which consent shall not be unreasonably withheld, conditioned, or delayed. The Developer shall advise City in writing of proposed changes to the Basic Concept Drawings, and the Director of Neighborhood Services shall consider such proposed changes and notify the Developer of his decision within fourteen (14) calendar days of the Developer's submission of such changes to the City.

- c. The Developer agrees to submit to the Department of Building & Safety all necessary building permit applications as required by the Code enabling the Developer to complete construction of the Development. The Developer further agrees to submit the required fees for said applications, and post the required bonds in order to commence construction pursuant to the Code.
- d. The Developer shall provide a survey of the Site (and after closing, the Parcels prior to recording of the Map) and shall submit the survey to the Escrow Agent prior to conveyance of the Site.
- e. The Developer shall deposit with the Escrow Agent ten dollars for the

purchase of the Site from the City ("City Purchase Price").

3. [§ 112] Conditions Subsequent

The following are conditions subsequent to the conveyance of the Site, and are not merely covenants. Subject to all terms and conditions of this Agreement, and conditioned and contingent upon satisfaction of all conditions and contingencies set forth in this Agreement, the Developer shall perform the following:

- a. The Developer must construct the Development in accordance with the approved Required Entitlement Applications.
- b. For each Phase, as they become developed, the Developer must construct the on-site improvements and off-site improvements as required by the Code, any conditions of the approved Required Entitlement Applications, and any conditions imposed by the City of Las Vegas Planning Department, Public Works Department, and Department of Building & Safety.
- c. The Developer will cause a temporary sign to be installed on the Parcel being constructed with improvements indicating that it is being developed in conjunction with (i) the City and listing the members of the Las Vegas City Council and the City Manager of the City and (ii) HUD.
- d. Developer and any assigns or transferees permitted pursuant to the terms of this Agreement shall maintain ownership of the Development as affordable housing as provided herein.

H. [§ 113] City Obligations

1. [§ 114] Transfer of the Site.

- a. Subject to satisfaction of the conditions precedent described in Section 111, the City shall transfer title of the Site to the Developer, or Developer's permitted assignee, at Closing.
- b. The City Purchase Price of the Site is Ten Dollars. The payment of the City Purchase Price shall be delivered to the Escrow Agent prior to Closing and will be paid to the City by the Escrow Agent at Closing.

2. [§115] Approvals.

Subsequent additional escrow instructions are permitted, provided that the City and Developer both consent in writing to such additional instructions. Consent to such additional instructions may be given by the City Manager, or his designee, on behalf of the City, subject to the condition that there is no material modification to the terms of this Agreement, nor additional monetary adjustment which obligates the City to the Developer in an amount in excess of Twenty-Four Thousand Nine Hundred Ninety-Nine Dollars (\$24,999).

3. [§116] Off-Site Improvements.

The Parcels will consist of unimproved land to which the utilities and infrastructure and all off-site improvements are available. It is the sole responsibility of the Developer to obtain and connect the necessary services from local utility companies.

Commencement of construction for each Phase shall be deemed to have occurred upon the initial pouring of the foundation for the Development. The commencement of clearing, grubbing, or grading of any Phase shall in no instance be deemed commencement of construction.

4. [§117] Liens.

Prior to any Closing hereunder, the City shall have paid in full (or provide bonds therefore sufficient to remove from title) all contractors, subcontractors, laborers, material men and all other parties having lien rights in connection with any work, if any, performed on the Site or affecting the Site or the Parcel being developed (other than by or on behalf of the Developer or its affiliates) for which a lien right may exist, and City shall have paid in full and removed any and all debts and monetary obligations encumbering the Site whether or not recorded or specified as an encumbrance or exception to title on the Title Report, and City shall furnish to the Developer at Closing sufficient proof of any payment or removal of liens.

5. [§118] Government Notices.

Within ten (10) days following the Effective Date, the City shall deliver to the Developer a copy of any notice or information relating to the Site received by City from any and all governmental or quasi-governmental authorities or entities or third parties and shall deliver any such notice or information received after the Effective Date within three (3) business days after receipt thereof by City.

6. **[§119] Intentionally Omitted.**

I. **[§120] Site Conveyance.**

In accordance with, and subject to, all terms, covenants and conditions of this Agreement, the City agrees to sell the Site upon the payment of the City Purchase Price, the fulfillment of all conditions precedent described in Section 111.

1. **[§121] Opening of Escrow; Closing.**

For purposes of this Agreement, the opening of escrow (the "Opening of Escrow") for the Site shall be deemed to be the date on which three (3) copies of this Agreement, executed by the Developer and City, are delivered to Stewart Title Company, or such other title company as the parties may agree upon (hereinafter referred to as "Escrow Agent"). The consummation of the transaction as to the Site shall occur within thirty (30) calendar days of the satisfaction of the conditions precedent pursuant to Section 112. Closing shall be deemed to have occurred when (i) all closing documents contemplated by this Agreement have been delivered to, received by and executed by the appropriate parties, (ii) all conditions to such Closing contemplated by this Agreement have been satisfied or waived, and (iii) the deed required pursuant to Section 129 has been recorded.

2. **[§122] Condition of Title.**

The City shall not encumber the Site, and shall convey to the Developer fee simple title to the Site subject only to a lien not yet delinquent for ad valorem taxes for real property, any general or special assessments against the Site, and those matters described on Attachment "I" hereto (collectively, the "Permitted Exceptions"). To the best of the City's knowledge, there are no outstanding general or special assessments against the Site.

3. **[§122] Termination of Agreement and Escrow—Non Default.**

Notwithstanding any provision that permits the City to retain the Good Faith Deposit, if this Agreement is terminated as permitted by any provision of this Agreement which does not constitute a default hereunder, the City shall return to the Developer the Good Faith Deposit, together with all earnings thereon; Escrow Agent shall return all documents to the party which supplied the documents; the Developer shall return to the City any reports, studies, plans, surveys, drawings, plats and specifications delivered to the Developer by the City, and the Developer and the City shall have no further obligation pertaining to the purchase or sale of the Site, except as to any surviving indemnifications set forth in this Agreement.

4. [§122] Conveyance at Closing; Simultaneous Closing.

Prior to Closing, the City shall deliver to Escrow Agent a Quit Claim Deed substantially in the form attached hereto as Attachment "E" conveying fee simple title to the Site wherein the Developer, or its permitted assignee, is grantee (the "Deed") together with any affidavit or other documents required by law for recording deeds. Upon the Closing, Escrow Agent shall file the Deed for recordation among the land records in the Office of the County Recorder of Clark County, Nevada, which Deed shall be recorded simultaneously with the deeds of trust or other security instruments securing acquisition, development, construction or other real estate secured financing for the Development.

5. [§123] Title Insurance Policies.

Concurrently with recordation of the Deed conveying the Site and as a condition of Closing, the Escrow Agent and any required co-insurer shall provide and deliver to the Developer a title insurance policy issued by the Escrow Agent insuring that title is vested in the Developer, subject only to the Permitted Exceptions, and the title insurance policy shall be of the type and in the amount requested by the Developer receiving title to the Site, and with such endorsements and affirmative coverages as may be required by the Developer. It shall be a condition to Developer's obligations hereunder that Developer be able to obtain a title policy for the Site subject only to the Permitted Exceptions. In the event, prior to the Closing, an encumbrance or exception to title arises or is discovered by any means (including, but not limited to, as a result of the survey to be obtained by Developer pursuant to Section 111(d) hereof), and such encumbrance or exception to title is not a Permitted Encumbrance, Developer may, in developer's sole discretion, terminate this Agreement and receive a refund of the Good Faith Deposit.

If the Developer desires to obtain extended coverage for its title policy, the City shall provide the Escrow Agent at Closing with such evidence and customary documents as are reasonably required to issue such coverage.

The Developer shall pay for the standard title insurance (CLTA) premium for the policy and amount of title insurance and the Developer shall pay for any special endorsements and coverages, requested by the Developer for its Site acquired thereunder, including the additional cost of an ALTA survey policy.

6. [§124] Apportionment and Incidental Costs.

The Site taxes based from the Clark County Assessor shall be assessed as of the date of the respective Closing, and shall be assumed and paid thereafter by the Developer as to the Site so acquired by the Developer.

7. [§125] Brokerage.

The Developer and the City each represent to the other that it has not dealt with any real estate broker or any other party entitled to a commission, broker's fee or other compensation in

connection with the sale of the Site by the City to the Developer. The Developer and the City each agree to indemnify, protect, defend and hold the other harmless for, from and against any expense, including, without limitation, attorneys' and accountants' fees, claims, actions, suits or demands for payment of any commission, finder's fee or other sum initiated by any broker, commission agent or other person which such party or its representatives has engaged or retained or with which it has had discussions concerning the transaction contemplated by this Agreement. This indemnification shall survive any termination of this Agreement.

8. [§126] Changes in the Site.

Should all or any part of the Site be taken from City by eminent domain proceedings prior to the Closing on the Site, or, if prior to such Closing, any governmental authority should issue notice of any taking or proposed taking, the Developer may terminate this Agreement, in Developer's sole discretion, as to any portion of the Site not yet acquired by Developer (or the entire Site if no portion has yet been acquired) by sending written notice thereof to City and Escrow Agent on or before the applicable Closing. If the Developer does not elect to terminate, then this Agreement shall remain in full force and effect. In the event the Developer terminates this Agreement pursuant to this paragraph, the Developer shall be entitled to an immediate refund of the Good Faith Deposit together with any interest earned thereon. To the best of the City's knowledge, there is no pending or threatened eminent domain proceeding against the Site.

9. [§127] Possession.

Possession of the Site shall be delivered to the Developer upon Closing.

10. [§128] "As Is" Sale

THE DEVELOPER ACKNOWLEDGES AND AGREES THAT THE SITE IS TO BE SOLD AND CONVEYED TO, AND ACCEPTED BY THE DEVELOPER IN AN "AS IS" CONDITION WITH, IF ANY, ALL FAULTS AND DEFECTS. The City makes no representations or warranties of any kind whatsoever, either express or implied, with respect to the Site or any of such related matters; in particular, but without limitation, the City makes no representations or warranties with respect to the use, condition, title, occupation or management of the Site, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Site. The Developer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale of the Site and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

II. [§ 200] DEVELOPMENT OF THE SITE

A. [§ 201] Performance Milestones/Construction Schedule.

The parties agree that the primary purpose of this Agreement is to provide affordable housing for persons at or below the Income Qualification Percentage (as defined herein) which housing is to be constructed in three Phases referenced above within a reasonable period of time. As such, the parties agree, subject to the occurrence of events described in Section 604 hereof, to the following performance milestones for Phase 1 only:

1. Filing of Civil Drawings: four hundred-twenty (420) calendar days from the Effective Date of this Agreement;
2. Filing of Building Permit applications: five hundred-ten (510) calendar days from the Effective Date of this Agreement;
3. Issuance of Building Permits: six hundred (600) calendar days from the Effective Date of this Agreement;
4. Commencement of Construction Activities: six hundred-thirty (630) calendar days from the Effective Date of this Agreement; and
5. Completion of Construction Activities: one thousand-fifty (1050) calendar days from the Effective Date of this Agreement.

Developer agrees to file and receive administrative approval of performance milestones for Phases 2 and 3.

The following performance milestones for Phase 2 only:

- ~~1. Filing of Required Entitlement Applications: six hundred sixty-five (665) calendar days from the Effective Date of this Agreement;~~
2. Filing of Civil Drawings: seven hundred eight-five (785) calendar days from the Effective Date of this Agreement;
3. Filing of Building Permit applications: eight hundred seventy-five (875) calendar days from the Effective Date of this Agreement;
4. Issuance of Building Permits: nine hundred sixty-five (965) calendar days from the Effective Date of this Agreement;
5. Commencement of Construction Activities: nine hundred ninety-five (995) calendar days from the Effective Date of this Agreement; and

6. Completion of Construction Activities: one thousand four hundred-fifteen (1415) calendar days from the Effective Date of this Agreement.

The following performance milestones for Phase 3 only:

1. Filing of Required Entitlement Applications: twelve hundred-fifty (1250) calendar days from the Effective Date of this Agreement;

2. Filing of Civil Drawings: thirteen hundred-forty (1340) calendar days from the Effective Date of this Agreement;

3. Filing of Building Permit applications: fourteen hundred-thirty (1430) calendar days from the Effective Date of this Agreement;

4. Issuance of Building Permits: fifteen hundred-twenty (1520) calendar days from the Effective Date of this Agreement;

5. Commencement of Construction Activities: fifteen hundred-fifty (1550) calendar days from the Effective Date of this Agreement; and

6. Completion of Construction Activities: eighteen hundred-twenty (1820) calendar days from the Effective Date of this Agreement.

The parties agree that the Developer may request from the Director of Neighborhood Services a thirty (30) calendar day grace period once for each of the above milestone periods, the approval of which is at the sole reasonable discretion of the Director of Neighborhood Services. Such request for a grace period must be submitted to the Director of Neighborhood Services before the expiration of any such milestone period.

Further, the Developer may request an amendment of this Section 201 from the City Council prior to the expiration of a milestone period, pursuant to the provisions of Section 701 hereof, if the Developer reasonably believes that it will not be able to comply with one or more of the performance milestones. Any exercise of the remedies to which the City is entitled pursuant to the provisions of this Agreement shall be tolled for that period of time between the Developer's request for the amendment and the City Council hearing on such amendment. If the City Council fails to approve the requested amendment to this Agreement by the Developer, the City shall be entitled to exercise the remedies described at Section 508 upon the passing of the time period allowed for completion of the applicable milestone and Developer's failure to ultimately achieve such milestone, and the lapsing of any applicable notice and cure period.

For the purposes of this subsection, "Commencement of Construction" means the date that is ten (10) days after the date Developer delivers the written notice to commence construction for Phase 1 to Developer's general contractor for construction of the improvements comprising the Development. The Developer shall deliver a copy of such written notice to the director of Neighborhood Services.

B. [\$202] Cost of Construction.

The entire cost of developing the Site and constructing all improvements thereon shall be borne by the Developer.

C. [\$203] Insurance and Indemnification.

1. The Developer shall require the Contractor to obtain and maintain during the existence of this Agreement, general comprehensive liability insurance for bodily injury and property damage in the minimum amount of Two Million Dollars (\$2,000,000) combined single limit. If such policy is on a "claims made" basis, then such coverage shall be maintained in effect for one (1) year after the issuance of the final Certificate of Completion.

2. Prior to the commencement of any construction on the Site or any Parcel, the Developer shall furnish or cause to be furnished to the City certificates of insurance or endorsements evidencing the coverage required herein.

3. The Developer will provide renewal certificates for insurance coverage required herein that expires during the existence of this Agreement within thirty (30) calendar days of City's written request therefore.

4. The City, its officers, employees, agents, consultants and volunteers must be expressly covered as insured parties under the insurance coverage required herein.

5. The insurance coverage required herein must provide for a 30-day written notice to the City before any amendments, modifications, suspension, cancellations, reductions or non-renewal of coverage. This notice requirement does not waive the insurance requirements contained herein.

6. In addition to the insurance requirements of this Section, the Developer shall assume and be responsible for, and shall protect, indemnify, defend and hold harmless the City, and its officers, members, consultants, agents and employees, from and against any and all actions, claims, demands, liabilities, losses or costs, including reasonable attorneys' fees and court costs, for injuries to or the death of any person or persons or damages to property, including property of the City, which may arise out of, be caused by or result from the performance of the Developer's obligations under this Agreement excluding any claims, demands, liabilities, losses or costs resulting from the acts or omissions of the City and any of their respective officers, members, consultants, agents and employees.

7. Subject to NRS Chapter 41, the City shall assume and be responsible for, and shall protect, indemnify, defend and hold harmless the Developer, and its respective officers, members, consultants, agents, contractors, sub-contractors and employees, from and against any and all actions, claims, demands, liabilities, losses or costs, including reasonable attorneys' fees and court costs, for injuries to or the death of any person or persons or damages to property, including property of the Developer, which may arise out of, be caused by or result from the performance of the City's

obligations under this Agreement excluding any claims, demands, liabilities, losses or costs resulting from the acts or omissions of the Developer, and any of its officers, members, consultants, agents and employees.

8. The Developer shall also furnish or cause to be furnished evidence satisfactory to the City that any contractor with whom the Developer has contracted for performance of the work on the Site carries worker's compensation insurance required by law.

D. [\$204] City, and Other Governmental Permits.

Before commencement of construction or development of any buildings, structures or other work of improvement upon the Site or any Parcel, the Developer shall, at its own expense, secure or cause to be secured any and all permits or other entitlements which may be required by the City or any other governmental agency affected by such construction, development or work.

E. [\$205] Rights of Access.

After the Closing, for the purposes of assuring compliance with this Agreement, representatives of the City shall have the right, upon reasonable prior written or oral notice to the Developer or Developer's general contractor, of reasonable access to the Site, without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. The City shall indemnify the Developer and hold it harmless from any damage caused, or liability arising from, this right to access subject to the limitations of NRS Chapter 41.

Provided that the Developer obtains the legal right to access the Site from the BLM, the City acknowledges that Developer and its engineers and agents might access the Site after Opening of Escrow for the purpose of conducting geological, soil, drainage, engineering, building inspection, environmental tests and other studies and surveys which the Developer, in its reasonable discretion, deems necessary to determine whether the Site is suitable for Developer's contemplated use.

If the Developer receives permission to access the Site to conduct such testing, the Developer shall thereafter restore the Site as required by the BLM, and at a minimum, restore the Site to at least the condition which existed prior to performing such tests and studies, including the application of a dust palliative on any soil disturbed by Developer as a result of such tests, and shall indemnify and hold City harmless from and against costs, expenses or liability incurred as a result of Developer's activities on the Site exercised pursuant to this paragraph. Such indemnification shall survive any termination of this Agreement.

F. [\$206] Compliance With Local, State, and Federal Laws.

The Developer shall carry out the construction of the improvements in conformity with all applicable laws, including all applicable federal, state and local standards.

G. [§207] Antidiscrimination During Construction.

The Developer, for itself and its successors and assigns, agrees that in the construction of the Development provided for in this Agreement, the Developer will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, ancestry or national origin.

H. [§208] Taxes, Assessments, Encumbrances and Liens.

Prior to the issuance of a Certificate of Completion, the Developer shall not place or allow to be placed on the Site any mortgage, trust deed, encumbrance or lien unauthorized by this Agreement, it being expressly understood that encumbrances allowed pursuant to the terms of the Final Commitment are authorized prior to the issuance of a Certificate of Completion. The Developer shall remove or have removed any levy or attachment caused by Developer or Developer's agents, contractors or subcontractors, to be made on the Site (or any portion thereof), or shall assure the satisfaction thereof, within a reasonable time.

Nothing herein contained shall be deemed to prohibit the Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, or to limit the remedies available to the Developer in respect thereto, as long as such contest does not impair the title to the Site.

I. [§209] Prohibition Against Transfer of Site, the Buildings or Structures Thereon

Developer hereby represents and warrants that the Site is being acquired for the purpose of the Development as defined in Section 107, and is not for speculative purposes. Developer shall not, except as expressly permitted by this Agreement (including, without limitation, as permitted by Section 106 hereof), sell, transfer, convey, or assign the whole or any part of the Site or the buildings or improvements thereon without the prior written approval of the City. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Site or the granting of leases of personal property (such as furniture, washers, dryers, and the like) to tenants and occupants of the improvements after a Certificate of Completion has been issued.

In the absence of specific written agreement by the City, no such transfer, assignment or approval by the City shall be deemed to relieve the Developer or any other party from any obligations under this Agreement until completion of Development as evidenced by the issuance of a Certificate of Completion therefore.

J. [§210] No Encumbrances Except Mortgage, Deeds of Trust, Sales and Lease-Backs or Other Financing for Development.

Notwithstanding Sections 208 and 209 of this Agreement, mortgages, deeds of trust, sales and leases-back or any other form of conveyance required for any reasonable method of financing are permitted before issuance of a Certificate of Completion but only for the purpose of securing loans of funds to be used for construction of improvements on the Site or any other expenditures necessary and appropriate to develop the Site under this Agreement, such as the financing contemplated by the Final

Commitment. The Developer shall notify the City in advance of any mortgage, deed of trust, sale and lease-back or other form of conveyance for financing if the Developer proposes to enter into the same before issuance of a Certificate of Completion, other than the advance of any mortgage, deed of trust, sale and lease-back or other form of conveyance for financing contemplated pursuant to the Final Commitment, for which the Developer shall not be required to provide additional notification. The Developer shall not enter into any such conveyance for financing without the prior written approval of the City (other than any conveyance for financing contemplated by the Final Commitment for which additional prior approval shall not be necessary), which approval the City agrees to give if any such conveyance is given to a responsible financial or lending institution or other reasonable acceptable person or entity. In any event, the Developer shall promptly notify the City of any mortgage, deed of trust, sale and lease-back or other financing conveyance, encumbrance or lien that has been created or attached thereto prior to completion of the construction of the improvements on the Site whether by voluntary act of the Developer or otherwise, unless such financing conveyance, encumbrance or lien was contemplated by the Final Commitment.

K. [§211] Certificate of Completion.

A Certificate of Completion shall be issued promptly after receipt of a request therefore after the completion of all construction of improvements on the Site and the submission of evidence that the Developer has retained a property manager to operate the Development. The Certificate of Completion for the Development shall be in the form attached hereto as Attachment "C" which shall be recorded in the Office of the County Recorder of Clark County. A Certificate of Completion for less than all of the improvements comprising the Development shall not be recorded.

The Certificate of Completion for the Development shall be, and shall so state therein that it is, a conclusive determination of the satisfactory completion of the construction required by this Agreement upon the Site or such portion thereof and of full compliance with the terms hereof. After issuance of the Certificate of Completion for the Development, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site or such portion thereof covered by said Certificate of Completion shall not (because of such ownership, purchase lease or acquisition) incur any obligation or liability under this Agreement. Except as otherwise provided herein, after the issuance of the Certificate of Completion for the Development or such portion thereof, neither the City nor any other person shall have any rights, remedies or controls with respect to the Site or such portion thereof that it would otherwise have or be entitled to exercise under this Agreement as a result of a default in or breach of any provision of this Agreement, and the respective rights and obligations of the parties with reference to the Site or such portion thereof shall be as set forth in Sections 301 to 304, inclusive, of this Agreement.

If the City refuses or fails to furnish the Certificate of Completion for the Development after written request from the Developer, the City shall, within fourteen (14) calendar days of such written request, provide the Developer with a written statement of the reasons the City refused or failed to furnish the Certificate of Completion. The statement shall also contain the City's opinion of the action the Developer must take to obtain a Certificate of Completion.

The Certificate of Completion for the Development shall not constitute evidence of

compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage or any insurer of a mortgage securing money loaned to finance the improvements or any part thereof.

III. [§ 300] USE OF THE SITE

A. [§301] Uses.

The Developer covenants and agrees for itself, its successors, assigns, and every successor in interest that during construction and thereafter for the period required by Sections 404, 405 and 406, the Site shall be devoted only to the provision of affordable housing.

B. [§302] Maintenance.

The Developer hereby covenants and agrees for itself, its successors, assigns and every successor in interest to maintain the improvements on the Site and keep the Site free from any accumulation of debris or waste materials and to maintain the landscaping required to be planted in accordance with the Code and any relevant Required Entitlement Application approval in a healthy condition. If at any time the Developer, or its successors in interest, shall fail to keep the Site free of debris or waste materials or to maintain said landscaping in a healthy condition, and said condition is not corrected within ten (10) calendar days after written notice from the City (or within such longer period of time as is reasonably necessary therefore), the City may perform the necessary cleanup or landscape maintenance, and the Developer, or its successors in interest, shall pay such costs as are reasonably incurred for such cleanup or landscape maintenance. The foregoing covenant shall run with the land.

C. [§303] Obligation to Refrain From Discrimination.

The Developer covenants by and for itself, its successors, assigns and every successor in interest to the Site or any party thereof, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, age, ancestry, sexual orientation or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Developer itself or any person claiming under or through it establish or permit any such practice or practices or discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site. The foregoing covenants shall run with the land.

D. [§304] Effect and Duration of Covenants.

Except as otherwise provided, the covenants contained in this Agreement shall remain in effect three (3) years following the date on which the Certificate of Completion is issued. The covenants against discrimination shall remain in effect in perpetuity. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City, its successors and assigns, the City and any successor in interest to the Site or any part thereof.

The City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land for and in its own right and for the purposes of protecting the interest of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. This Agreement and the covenants shall run in favor of the City without regard to whether the City has been, remains or is an owner of any land or interest therein in the Site. The City shall have the right, if this Agreement or the covenants are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Agreement and the covenants may be entitled.

IV. [§400] AB 312 EXEMPTION, CODIFIED AS NEVADA REVISED STATUTES §§268.059-268.063.

A. [§401] Affordable Housing Exemption, Generally.

The sale of the Site to the Developer as contemplated by this Agreement is exempt from the specific notice and auction requirements a part of Nevada Revised Statutes §§268.059-268.063 (the "Statute") pursuant to the express affordable housing exemption as such conveyance complies with the requirements of NRS §268.058.

B. [§402] Application for Conveyance of Site.

The correspondence attached hereto as Attachment "H" is deemed to be Developer's application requesting conveyance of the Site for the development of affordable housing as provided by this Agreement.

C. [§403] Public Hearing.

Prior to the City Council's approval of this Agreement, the City Council duly considered the Applicant's request for conveyance of the Site for the development of affordable housing, and approved such conveyance in accordance with the terms of this Agreement. Specifically, the City Council found as follows:

1. That the Developer is a 501(c)(3) non-profit corporation in good standing;
2. That the Developer (or an assignee explicitly permitted pursuant to the terms of this Agreement) will use the Site to provide affordable housing for persons and families not exceeding a certain Income Qualification Percentage as provided by and pursuant to the terms of this Agreement;
3. That the Developer acknowledges that it (or an assignee explicitly permitted pursuant to the terms of this Agreement) must utilize the Site to provide affordable housing for a time period as provided by and pursuant to the terms of this Agreement; and
4. That the Developer acknowledged that if it does not utilize the Site to provide

affordable housing for the period prescribed by the terms of this Agreement, the City Council may take reasonable actions to return the Site for use as affordable housing, to include, but not limited to, repossession of the Site and/or transfer of the site to another entity or governmental agency for the provision of affordable housing during, but only until the expiration of, the time period specified.

D. [§404] Affordability Period Mandated by NRS §268.058.

1. **[§405] Period of Affordability.** Pursuant to the provisions of NRS §268.058, the Developer (or an assignee explicitly permitted pursuant to the terms of this Agreement) shall provide affordable housing upon the Site consistent with the terms of this Agreement for time period of not less than fifty (50) years from the date upon which the Developer receives the Certificate of Completion (the "Period of Affordability"), unless the Period of Affordability is otherwise amended consistent with Section 406, below.

2. **[§406] Amendment of Period of Affordability.** The parties believe that NRS §268.058(5) mandating a 50-year affordability period for development upon the Site may be amended by the 74th or the 75th Session of the Nevada Legislature and enacted by the Governor. As such, the parties agree that upon a proper legislative amendment to the NRS 268.058(5) affordability period by the State of Nevada, the Period of Affordability may be amended to be the same as mandated by state law for the type of development contemplated by this Agreement. Such amendment to the Period of Affordability shall occur automatically upon the delivery of a written acknowledgement by the City Manager of a proper legislative amendment to NRS 268.058(5) that is passed 74th or the 75th Session of the Nevada Legislature and enacted by the Governor. Such acknowledgement shall only occur upon receipt of written correspondence from the Developer so notifying the City Manager of the legislative change, and the City Manager may not withhold its acknowledgment upon receipt of such correspondence from the Developer, unless the City Manager reasonably disagrees with the extent or interpretation of a legislative change as asserted by the Developer. If the City Manager reasonably disagrees with the extent or interpretation of a legislative change asserted by the Developer, the City Manager shall send a response rejecting the amendment of the Period of Affordability for the Development. The decision of the City Manager rejecting such amendment may be appealed to the City Council. Should an amendment to NRS §268.058(5) occur after the 74th or 75th Session of the Nevada Legislature and be enacted by the Governor, City will consider amending the Period of Affordability to be the same as mandated by state law for the type of development contemplated by this Agreement upon receipt by the City Manager of correspondence from Developer requesting such an amendment. The City Manager's approval of the amendment described in the immediately preceding sentence shall not be unreasonably withheld.

E. [§407] Income Qualification Percentage.

The Development shall only provide for-rent housing for persons or families whose income at the time of application for such housing is less than eighty percent (80%) of the median gross income for families residing in Las Vegas, Nevada, as that percentage is defined by the United States Department of Housing and Urban Development for Las Vegas, Nevada (the "Income Qualification Percentage").

However, the parties believe that NRS 268.058(3) mandating that the Development must serve only those person or families at or below the Income Qualification Percentage may be amended by the 74th or the 75th Session of the Nevada Legislature and enacted by the Governor. As such, the parties agree that upon a proper legislative amendment to the Income Qualification Percentage, such Income Qualification Percentage shall be amended to be the same as mandated by state law for the type of development contemplated by this Agreement. Such amendment to the Income Qualification Percentage shall occur automatically upon the delivery of a written acknowledgement by the City Manager of a proper legislative amendment to NRS 268.058(3) that is passed 74th or the 75th Session of the Nevada Legislature and enacted by the Governor. Such acknowledgement shall only occur upon receipt of written correspondence from the Developer so notifying the City Manager of the legislative change, and the City Manager may not withhold its acknowledgment upon receipt of such correspondence from the Developer, unless the City Manager reasonably disagrees with the extent or interpretation of a legislative change as asserted by the Developer. If the City Manager reasonably disagrees with the extent or interpretation of a legislative change asserted by the Developer, the City Manager shall send a response rejecting the amendment of the Income Qualification Percentage for the Development. The decision of the City Manager rejecting such amendment may be appealed to the City Council.

F. [§408] Recordation of the Agreement.

Pursuant to NRS 268.058(6), upon the conveyance of the Site at Closing pursuant to the terms of this Agreement, the Developer shall record this Agreement with the Clark County Recorder to specify the mandated Period of Affordability, as well as the potential consequences to an owner of the Site if any development upon the Site is not utilized for affordable housing during the Period of Affordability as delineated herein. Following any amendment of the Period of Affordability or Income Qualification Period as set forth herein or following any other material amendment to this Agreement, upon the request of either party, the parties shall record and/or consent to the recording of an amendment to this Agreement or memorandum thereof indicating the amendments made.

V. [§ 500] DEFAULTS, REMEDIES AND TERMINATION

A. [§501] Events of Default by the Developer.

Unless otherwise specifically provided herein, if, during the existence of this Agreement, the Developer:

1. Transfers or assigns, or attempts to transfer or assign the rights, benefits or duties under this Agreement contrary to the provisions of Section 106;
2. Fails to deposit the Good Faith Deposit, as required pursuant to the provisions of Section 108;
3. Fails to submit evidence of firm and binding financing, as required pursuant to the provisions of Section 110;

4. Fails to complete and/or provide evidence of completion of the conditions precedent, as required pursuant to the provisions of Section 111;
5. Fails to satisfy all of the conditions subsequent, as required pursuant to the provisions of Section 112;
6. Fails to proceed with, abandons or substantially suspends the construction of the improvements required by this Agreement; or
7. Fails to comply with any term or provision of the Developer required under this Agreement;
8. Fails to achieve any performance milestone as required pursuant to the provisions of Section 201;

then, the occurrence of any of the foregoing events, as long as the occurrence of any such event was due solely to the actions or omissions of Developer, and subject to the provisions of Section 604 (a "Developer Event of Default"), shall constitute a breach in the performance of the obligations imposed upon the Developer and shall entitle the City to the remedies set forth herein, subject to applicable notice and cure periods (including, but not limited to, the cure period set forth in the following sentence). If after receiving thirty (30) calendar days written notice of default from the City, the Developer has failed to cure the Developer Event of Default to the satisfaction of the City, then the City may terminate the Agreement or exercise the rights the City may have under this Agreement. Notwithstanding the foregoing, in the event that such Developer Event of Default cannot reasonably be cured within the thirty (30) day period, but is curable and the Developer in good faith begins efforts to cure it within such thirty (30) day period and continues diligently to do so, the Developer shall have a reasonable additional period thereafter to effect the cure of the Developer Event of Default.

B. [§502] Events of Default by the City.

If during the existence of this Agreement, the City fails to perform any material obligation imposed under the provisions of this Agreement, then, the occurrence of any of the foregoing events (an "City Event of Default") shall constitute a breach in the performance of the obligations imposed upon the City and shall entitle the Developer to the remedies hereinafter set forth, if, after receiving thirty (30) calendar days written notice from the Developer, the City has failed to cure, or to commence a cure and diligently pursue it to the completion, provided, however the additional period shall not extend beyond thirty (30) additional days from the expiration of the thirty (30) day cure period

C. [§503] Institution of Legal Action.

Any legal action to enforce the rights and remedies provided herein must be instituted in the District Court of the County of Clark, State of Nevada, or, alternatively, in the Federal District Court in the State of Nevada, if jurisdiction therein is appropriate. Except for the permitted retention of the Good Faith Deposit by the City as provided herein, the parties agree that they would not have entered

into this Agreement if either were to be liable for monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement. Accordingly, City and Developer may pursue any course of action or equity available for breach, including, but not limited to, an action for specific performance of this Agreement, except that neither Party shall be liable to the other or to any other person for any monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement.

D. [§504] Applicable Law.

The laws of the State of Nevada shall govern the interpretation and enforcement of this Agreement.

E. [§505] Service of Process.

In the event that any legal action is commenced by the Developer against the City, service of process on the City shall be made by personal service upon the City Clerk of the City or in such other manner as may be provided by law.

In the event that any legal action is commenced by the City against the Developer, service of process on the Developer may be made by personal service upon the resident agent of the Developer or in such other manner as may be provided by law and shall be valid whether made within or outside of the State of Nevada.

F. [§506] Remedies of the Parties.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

1. [§507] Remedy of the Developer—Termination.

In the event of a City Event of Default, the Developer shall have the right, prior to the conveyance of title to the Site, to terminate; this Agreement ten (10) calendar days after written notice of termination is received by the City. Upon such termination, the parties hereto shall have no further recourse against, or liability to, each other; provided, however, the City shall return the Good Faith Deposit and any earnings thereon shall be returned to the Developer.

2. [§508] Remedies of the City, Generally.

a. [§509] Termination

Upon an uncured Developer Event of Default as defined in Section 501, the City

shall have the right to terminate the entire Agreement and this Agreement shall so terminate ten (10) calendar days after written notice of termination is received by the City.

c. **§510] Retention of Good Faith Deposit**

In the event of termination under Section 509, or in the event the Developer is in breach or default with respect to any other material obligation of Developer under this Agreement which is not specified in Section 401 beyond applicable notice and cure periods, the Good Faith Deposit may be retained by the City as its property without any deduction, offset or recoupment whatsoever.

d. **§511] Return of the Site.**

In the event of termination of this Agreement by the City pursuant this Agreement after Closing, the Developer agrees to reconvey the Site within ten (10) calendar days after the date of termination as provided in Section 509. The return of the Site pursuant to this Section 511 shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

- i. Any deed of trust, mortgage or other security instrument permitted by this Agreement; or
- ii. Any rights or interest provided in this Agreement for the protection of the holder of such deeds of trust, mortgages or other security instruments.

3. **§512] Remedies of the City, Specific to NRS 268.058.**

a. **§513] City Remedies Specific to Developer's Failure to Provide Affordable Housing during the Period of Affordability.**

Notwithstanding any other provisions for breach provided herein, or remedies therefore, the following remedy shall solely and exclusively govern a failure by the Developer or its permitted assignee or successor to provide affordable housing upon a Parcel or Parcels (as the case may be) as provided by the terms of this Agreement during the prescribed Period of Affordability, as may be amended pursuant to the terms of this Agreement. Notwithstanding anything to the contrary herein, any remedy afforded City in this instrument shall be applicable only to a non-complying Parcel. A condition precedent to the effect of exercising remedies against the independent Parcels (as opposed to the whole Site), shall be Developer's delivery to City of the three (3) deeds for each Parcel, utilizing the form attached hereto as Exhibit "F" (collectively "**Repossession Deeds**"), in exchange for the single quitclaim deed (the "Repossession Deed defined and referred to in §515 below) for the entire Site, which single Repossession Deed shall have been provided to City at or prior to the closing. After delivery of the three Repossession Deeds, notwithstanding anything to the contrary herein, any reference herein to "Site" as it pertains to a default herein, or the exercise of rights by City against Developer, shall pertain only to the particular Parcel(s) in which a default or violation of this Agreement is applicable. A default of one Parcel shall not be deemed to be a default of all Parcels (i.e.

no cross-default) comprising the Site, unless a default is applicable to all Parcels. Any Parcel deemed to have "commenced construction" within the Five Year Period (as defined in §519 herein) shall be released from the rights and remedies afforded to City for a default of timely compliance with the commencement of construction, and upon timely commencement of such construction, City shall forthwith deliver to Developer the applicable Repossession Deed(s) delivered to City (delivered to City either at, or subsequent to the closing) applicable to the complying Parcel. The foregoing provisions shall survive the closing on the Site.

- (i) **[§514] Repossession.** Notwithstanding any other provision provided herein, if the City reasonably determines that the Development or any Development on a particular Parcel has not been utilized to provide affordable housing as required by the terms of this Agreement, the City shall be permitted to repossess the non-complying Parcel, with any and all structures, fixtures and other appurtenances thereto.

- (a) **[§515] Quit-Claim deed.** Prior to the execution of this Agreement by the City, the Developer shall execute a quit-claim deed for conveyance of the Site to the City in the form attached hereto at Attachment "F" (the "Repossession Deed"). However, Developer, upon obtaining the Map referenced in §107, shall be required after the closing to exchange with the City the required Repossession Deeds for each of the three Parcels referenced in subsection 3(a) above, for the original Repossession Deed for the entire Site provided at the closing. The Repossession Deed(s) shall be held by the City during the Period of Affordability, but shall not be deemed to be delivered by the Developer to the City and shall be ineffective to convey title to the City until the City is entitled to record such Repossession Deed pursuant to the provisions of Section 516 below and such Repossession Deed(s) (as applicable) have been recorded in the Official Records of Clark County, Nevada.

- (b) **[§516] Recordation.** Subject to applicable notice and cure periods provided herein, the applicable Repossession Deed(s) may be recorded by the City to effect the repossession of the Parcel in default, only after a finding by the City Council at a public hearing that the applicable Parcel is not being utilized for affordable housing as required by the terms of this Agreement and the City has provided to Developer a writing specifying the reasons for the City Council's finding that the applicable Parcel is not being utilized for affordable housing as required by the terms of this Agreement. The Developer shall be given reasonable opportunity to appear at any such hearing and shall be given a reasonable amount of time during such hearing to present evidence that Developer's use of the Development is in

accordance with the provisions of this Agreement. The City shall give the Developer not less than sixty (60) days prior notice of any such hearing.

(b) **[§517] Subordination of Site Repossession.** Such repossession is subordinate to, and will in no way render invalid, defeat or otherwise limit any deed of trust, mortgage or other security instrument permitted by this Agreement. This Section 517 is provided herein as the City Council believes the subordination of the City's interests is necessary to promote investment in the construction and preservation of affordable housing.

b. [§518] City Remedies Specific to Developer's Failure to Commence Construction of Affordable Housing within Five Years.

Notwithstanding any other provisions for breach of this Agreement, or remedies therefore, the following remedy shall solely and exclusively govern a failure by the Developer to commence construction of the Development upon the Parcels as provided below.

- (i) **[§519] Automatic Reversion.** Pursuant to NRS 268.058(8), if the Developer both fails to commence construction of the Development and fails to enter into contracts as are necessary to commence the construction of the Development within five (5) years of the close of business on the Closing Date (the "**Five Year Period**"), the ownership of the Parcel not in compliance with the foregoing shall automatically revert to the City by operation of law. In order to timely and effectively re-convey the title to the applicable non-complying Parcel(s) to the City upon failure by the Developer to commence the construction on each applicable Parcel of the Development within five (5) years of the close of business on the Closing Date, the City at any point subsequent to the close of business five (5) years after the Closing Date may record the Repossession Deed(s) against the non-complying Parcel(s). Recordation of any Repossession Deed under the circumstance described in this Section 519 does not require City Council consideration.
- (ii) **[§520] No Subordination of Security Interests.** As the reversion occurs by operation of law, the parties acknowledge that no subordination of the City's interests shall occur under this particular type of breach. This subsection is provided herein as the City Council does not believe that the subordination of the City's interests under this circumstance is necessary to promote investment in the construction of affordable housing as a failure to commence construction or enter into the contracts necessary to commence construction within five years is a complete failure of the City's objective in conveying the Site to the Developer in

order to obtain affordable housing for City residents.

- (iii) **[§521]** For purposes of this section "commence construction" means the delivery by Developer to Developer's general contractor for the construction of the improvements comprising the Development of the written notice to commence construction of the Development.
- (iv) **[§522]** For purposes of this section "entered into contracts as are necessary to commence the construction" means that the Developer can produce a valid, binding contract with a general contractor that requires the complete construction of the Development and receive a Certificate of Completion within a period of eighteen months from the effective date of that agreement between the Developer and its general contractor.

VI. [§ 600] GENERAL PROVISIONS

A. [§601] Notices, Demands and Communications Between the Parties.

Formal notices, demands and communications between the City and the Developer shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the City and the Developer as set forth herein. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time-to-time designate by mail.

B. [§602] Conflicts of Interest.

Except as disclosed by the City, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

The Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, except for the real estate broker identified as Section 124.

C. [§603] Nonliability of City Officials and Employees.

No member, official or employee of the City shall be personally liable to the Developer in the event of any default or breach by the City under the terms of this Agreement.

D. [§604] Enforced Delay: Extension of Times of Performance.

In addition to the specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrections;

strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation between the parties hereto, but excluding any eminent domain litigation instituted by City to acquire title to the Site unless a delay in such litigation is beyond the reasonable control of the City; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts or the failure to act of any public or governmental agency or entity other than the City in its capacity as a party to this Agreement (except that acts or the failure to act of the City and the City shall not excuse performance by the City) or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other party more than thirty (30) calendar days after the commencement of the cause, the period shall commence to run only thirty (30) calendar days prior to the giving of such notice. Except as specifically provided at Section 201, times of performance under this Agreement may be extended only in writing by the City and the Developer pursuant to the amendment provisions at Section 701.

E. [§605] Inspection of Books and Records.

The City has the right, upon not less than seventy-two (72) hours notice, during reasonable business hours, to inspect the documents, books and records of the Developer pertaining to the Site as pertinent to the purposes of this Agreement. The Developer acknowledges and agrees that it shall, to the extent permitted by applicable law, provide access to, at the location where Developer keeps its documents, books, and records pertaining to the Site, any and all such documents, books and records pertaining to the Site as pertinent to the purposes of the Agreement as requested by the City within seventy-two (72) hours of such request, including, but not limited to the following: resident rental/lease agreements and W-2 stubs and/or any other proof of income provided by residents of the Development to qualify for residence at the Development. The City shall not have a right to access such documents, books, and records pursuant to this Section 605 more than once during any calendar year.

The Developer agrees that during the Period of Affordability, it will use reasonable measures to keep and safeguard all records relating to proof of income to qualifying each and every current lessor for residence at the Development. Failure to keep and safeguard such records during the Period of Affordability is a breach of this Agreement as provided by Section 501.

The Developer also has the right, upon not less than seventy-two (72) hours notice, at all reasonable times, to inspect the books and records of the City pertaining to the Site as pertinent to the purposes of this Agreement. The City agrees to provide any and all documents, books and records pertaining to the Site pursuant to provisions of the Nevada Public Records Act.

F. [§606] Plans and Data.

Where the Developer does not proceed with the development of the Site, or the applicable Parcel(s), and when this Agreement is terminated pursuant this Agreement, the Developer

shall deliver to the City any and all plans and data concerning the Property owned by the Developer, and, provided the City or any other person or entity designated by the City has obtained rights to use such plans and data from any applicable engineer, architect, or other professional consultant, the City or such designee shall be free to use such plans and data, including plans and data previously delivered to the City, for any reason whatsoever without cost or liability therefore to the Developer.

G. [§607] Developer's Representations and Warranties.

In addition to the representations and warranties otherwise provided for in this Agreement, the Developer represents and warrants to the City as of the date of this Agreement, and upon Closing shall be deemed to represent and warrant, as follows:

1. [§608] The Developer is a non-profit corporation duly formed and validly existing under the laws of the State of Nevada and has the full corporate power and authority to execute this Agreement on behalf of Developer.

2. [§609] The person signing this Agreement and any documents and instruments in connection herewith on behalf of the Developer has full power and authority to do so. All necessary action has been taken to duly authorize the execution and delivery of this Agreement and the documents and instruments contemplated by this Agreement and the performance by Developer of the covenants and obligations to be performed and carried out by it hereunder.

3. [§610] The Developer, to the best of the Developer's knowledge, is not prohibited from consummating the transaction contemplated by this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

4. [§611] There are no attachments, levies, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated by the Developer or filed by the Developer, or to the best of Developer's knowledge, pending in any current judicial or administrative proceeding against Developer.

5. [§612] The Developer is authorized to own and develop real property in the State of Nevada.

H. [613] City's Representations and Warranties.

In addition to the representations and warranties otherwise provided for in this Agreement, the City represents, and warrants to the Developer as of the date of this Agreement, and upon any Closing hereunder shall be deemed to represent and warrant, as follows:

1. All persons signing this Agreement and/or any documents and instruments in connection herewith on behalf of the City have full corporate and municipal power and authority to do so.

2. All necessary action has been taken to duly authorize the execution and delivery by City of this Agreement and all documents and instruments contemplated by this Agreement, and the performance by City of the covenants and obligations to be performed and carried out by it hereunder.

3. The execution, delivery and performance by City of this Agreement and such other instruments and documents to be executed and delivered in connection herewith by City does not, and will not, result in any violation of, or conflict with or constitute a default under any provision of any agreement of City or any mortgage, deed of trust, bond, indenture, lease, security agreement, or other instrument or agreement to which City is a party, or any judgment, writ, decree, order, injunction, rule or governmental regulation to which it is subject.

4. There are no other agreements with any other developers with respect to the Site.

I. [§614] Representations and Warranties at Closing.

All of Developer's representations and warranties contained in this Agreement shall be true and correct at Closing as though made at and as of such Closing. All of City's representations and warranties contained in this Agreement shall be true and correct at Closing as though made at and as of such Closing.

J [§616] Time of Essence.

Time is of the essence with respect to the performance of all terms, covenants, conditions and provisions of this Agreement. No provision of the Escrow Instructions shall extend the date of Closing or provide either party hereto with any grace period not provided in this Agreement.

K. [§617] Further Assurances.

The parties hereto shall execute, acknowledge and deliver such other instruments and documents as may be necessary or appropriate to carry out the full intent and purpose of this Agreement.

L. [§618] Section Headings.

The section headings in this Agreement are inserted only for convenience and reference and the parties intend that they shall be disregarded in interpreting the terms, covenants, conditions and provisions of this Agreement.

M. [§619] Severability.

Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision shall be invalid or prohibited hereunder, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.

N. [§620] Construction.

As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural numbers shall each be deemed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party causing this Agreement or any part of this Agreement to be drafted. The parties acknowledge that each party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel. If any words or phrases in this Agreement are stricken or otherwise eliminated, whether or not other words or phrases have been added, this Agreement shall be construed as if the words or phrases stricken or otherwise eliminated were never included in this Agreement, and no implication or inference will be drawn from the fact that the words or phrases were stricken or otherwise eliminated.

O. [§621] No Partnership, Third Person.

It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between City and Developer, except as otherwise provided herein. No term or provision of this Agreement is intended to benefit any person, partnership, corporation or other entity not a party hereto (including, without limitation, any broker), and no such other person, partnership, corporation or entity shall have any right or cause of action hereunder.

P. [§622] Time of Performance.

If the date for performance of any obligation hereunder or the last day of any time period provided for herein shall fall on a Saturday, Sunday or legal holiday, then said date for performance or time period shall expire on the first day thereafter which is not a Saturday, Sunday or legal holiday. Except as may otherwise be set forth herein, any performance provided for herein shall be timely made and completed if made and completed no later than 5:00 P.M. (Las Vegas time) on the day for performance.

Q. [§623] Survival--Closing.

Except as otherwise provided herein, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive each Closing and shall not merge into any deed, assignment or other instrument executed or delivered pursuant hereto.

R. [§624] Counterparts.

This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement.

S. [§625] Waiver.

Either of the parties shall have the right to excuse or waive performance by the other party of any obligation under this Agreement by a writing signed by the party so excusing or waiving. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by City or Developer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

VI. [§ 700] SPECIAL PROVISIONS

A. [§701] Amendments to this Agreement.

The Developer and the City agree to mutually consider reasonable requests for amendments to this Agreement, which may be made by either of the parties hereto, provided such requests are consistent with this Agreement. Any amendments hereto must be approved by the City Council at a public hearing on the matter.

B. [§702] Disclosure of Principals.

Pursuant to Resolution R-105-99 adopted by the governing board of the City effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as Attachment "G", all officers of the Developer as well as all persons and entities holding more than one percent (1%) interest in the Developer. Throughout the term hereof, the Developer shall notify the City in writing of any significant change (as defined in Section 106) in the above disclosure within fifteen (15) days of any such change.

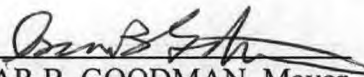
C. [§703] Entire Agreement

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement comprises pages 1 through 29, inclusive, and Attachments "A" through "I", attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

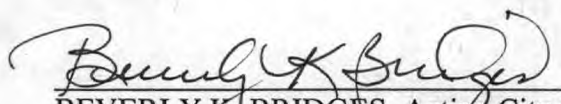
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This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

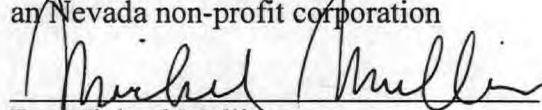
ATTEST:


BEVERLY K. BRIDGES, Acting City Clerk

APPROVED AS TO FORM:

 4/19/07
Date

NEVADA H.A.N.D. INC.,
an Nevada non-profit corporation


By: Michael Mullin
Its: President

ATTACHMENT "A"
SITE MAP

APN#: 125-24-701-040

9.45 acres

SILVER SKY AT DEER SPRINGS

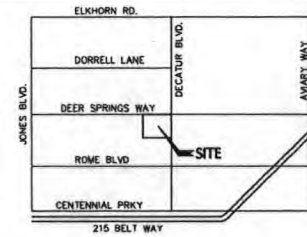
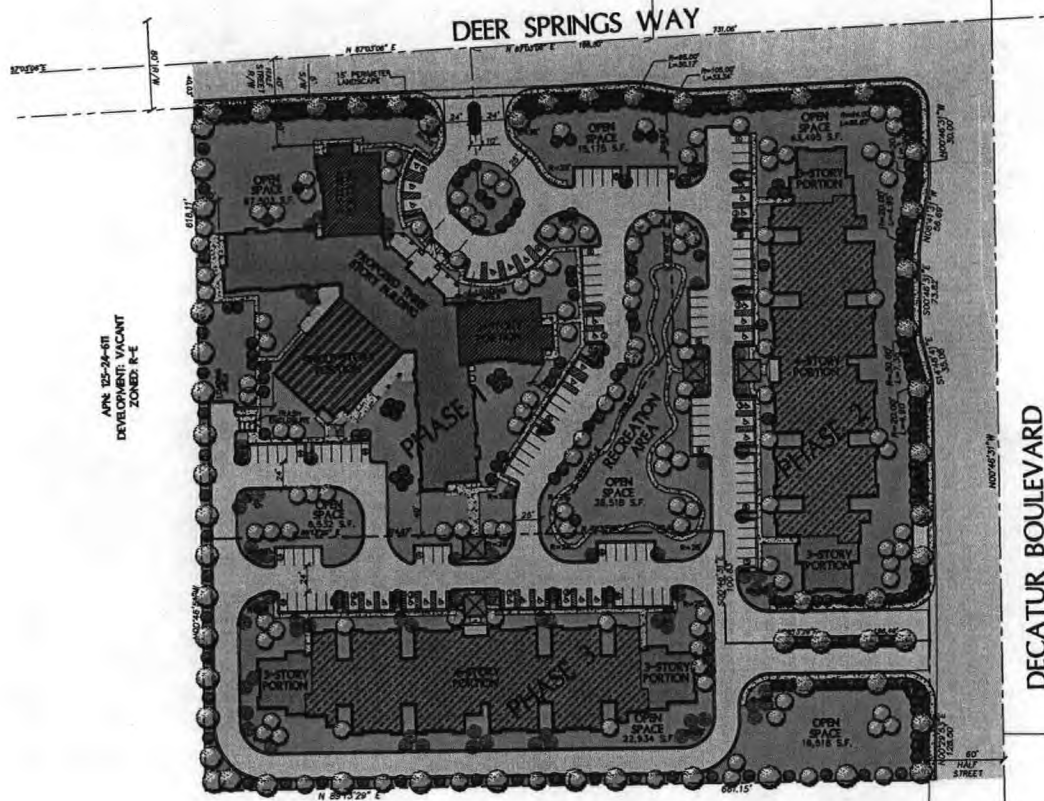
FOR NEVADA HAND

APN# 125-24-671
DEVELOPMENT: PARADISE MEADOWS ENCORE
ZONED: R-1

APN# 125-24-672
DEVELOPMENT: DORRELL SQUARE
ZONED: R-PDS

APN# 125-24-671
DEVELOPMENT: VACANT
ZONED: R-E

APN# 125-24-701
DEVELOPMENT: VACANT
ZONED: R-E



VICINITY MAP

TABULATION: PHASE 1

ASSISTED LIVING

CURRENT ZONING	R-E
PROPOSED ZONING	R-3
ACREAGE	4.1 AC.±
# OF BUILDINGS	1
# OF UNITS	90
D.U.A.	21.9

OPEN SPACE CALCS	
REQUIRED OPEN SPACE	21.9 X 1.65 = 36.1%
PROVIDED OPEN SPACE	64,473 S.F.
	114,197 S.F.

PARKING CALCS	
REQUIRED PARKING (1 PER EVERY 3 RESIDENT)	30 P.S.
HANDICAP PARKING REQUIRED	4 P.S.
PROVIDED PARKING	38 P.S.
HANDICAP PARKING PROVIDED	10 P.S.
TOTAL PARKING SPACES	48 P.S.

TABULATION: PHASE 2

SENIOR HOUSING

CURRENT ZONING	R-E
PROPOSED ZONING	R-3
ACREAGE	3.9 AC.±
# OF BUILDINGS	1
# OF UNITS	76
D.U.A.	19.2

OPEN SPACE CALCS	
REQUIRED OPEN SPACE	19.2 X 1.65 = 31.7%
PROVIDED OPEN SPACE	53,853 S.F.
	60,702 S.F.

PARKING CALCS	
REQUIRED PARKING (.75 PER UNIT)	56 P.S.
HANDICAP PARKING REQUIRED	3 P.S.
PROVIDED PARKING	34 P.S.
HANDICAP PARKING PROVIDED	9 P.S.
TOTAL PARKING SPACES	43 P.S.

TABULATION: PHASE 3

SENIOR HOUSING

CURRENT ZONING	R-E
PROPOSED ZONING	R-3
ACREAGE	3.2 AC.±
# OF BUILDINGS	1
# OF UNITS	75
D.U.A.	23.4

OPEN SPACE CALCS	
REQUIRED OPEN SPACE	23.4 X 1.65 = 38.6%
PROVIDED OPEN SPACE	53,805 S.F.
	45,773 S.F.

PARKING CALCS	
REQUIRED PARKING (.75 PER UNIT)	56 P.S.
HANDICAP PARKING REQUIRED	3 P.S.
PROVIDED PARKING	27 P.S.
HANDICAP PARKING PROVIDED	12 P.S.
TOTAL PARKING SPACES	39 P.S.

L. R. NELSON CONSULTING ENGINEERS, INC.

6785 West Russell Road, Suite 200
Las Vegas, Nevada 89118
(702) 798-7978
(702) 451-2286 FAX

SITE PLAN TO ACCOMPANY
DEVELOPMENT PLAN REVIEW OF
SILVER SKY AT DEER SPRINGS
ASSISTED LIVING
FOR
NEVADA HAND

SHEET NUMBER
1
OF 1 SHEETS
818-013-062

ATTACHMENT "B"
LEGAL DESCRIPTION

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Clark, described as follows:

That portion of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 24, Township 19 South, Range 60 East, and the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 19, Township 19 South, Range 61 East, M.D.M., described as follows:

Lot One (1) as shown by map thereof in File 112 of Parcel Maps, Page 93 in the Office of the County Recorder, Clark County, Nevada

ATTACHMENT "C"
CERTIFICATE OF COMPLETION

APN:

Recording Requested by

City of Las Vegas
Neighborhood Services Department

After recording, mail to:

City of Las Vegas
Neighborhood Services Department
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101

CERTIFICATE OF COMPLETION OF CONSTRUCTION AND DEVELOPMENT OF PARCEL

WHEREAS, by Disposition and Development Agreement dated _____, the City of Las Vegas, a municipal corporation of the State of Nevada, hereinafter referred to as the "City," conveyed to _____, hereinafter referred to as "Developer", the site situated in the City of Las Vegas, Nevada, described on Exhibit "A", attached hereto and by this reference made a part hereof; and

WHEREAS, as set forth in the DDA, the City shall furnish the Developer with a Certificate of Completion upon completion of all construction and development upon each Parcel comprising the Site (both defined in the DDA), which certificate shall be in such form as to permit it to be recorded in the Recorder's Office of Clark County; and

WHEREAS, such certificate shall be conclusive determination of satisfactory completion of the construction and development on the Parcels required by and defined under the DDA; and

WHEREAS, the City has determined conclusively that the construction and development on the Parcel has been satisfactorily completed;

NOW THEREFORE, the City agrees:

The City does hereby certify that the construction and development of the Site have been fully and satisfactorily performed and completed.

IN WITNESS THEREOF, the City has executed this Certificate.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

Date: _____

ATTEST:

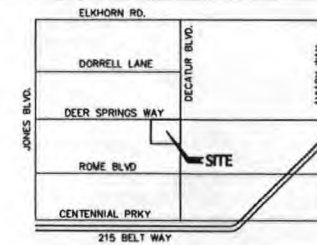
Beverly K. Bridges, Acting City Clerk

Date: _____

ATTACHMENT "D"
BASIC CONCEPT DRAWINGS

SILVER SKY AT DEER SPRINGS

FOR NEVADA HAND



VICINITY MAP

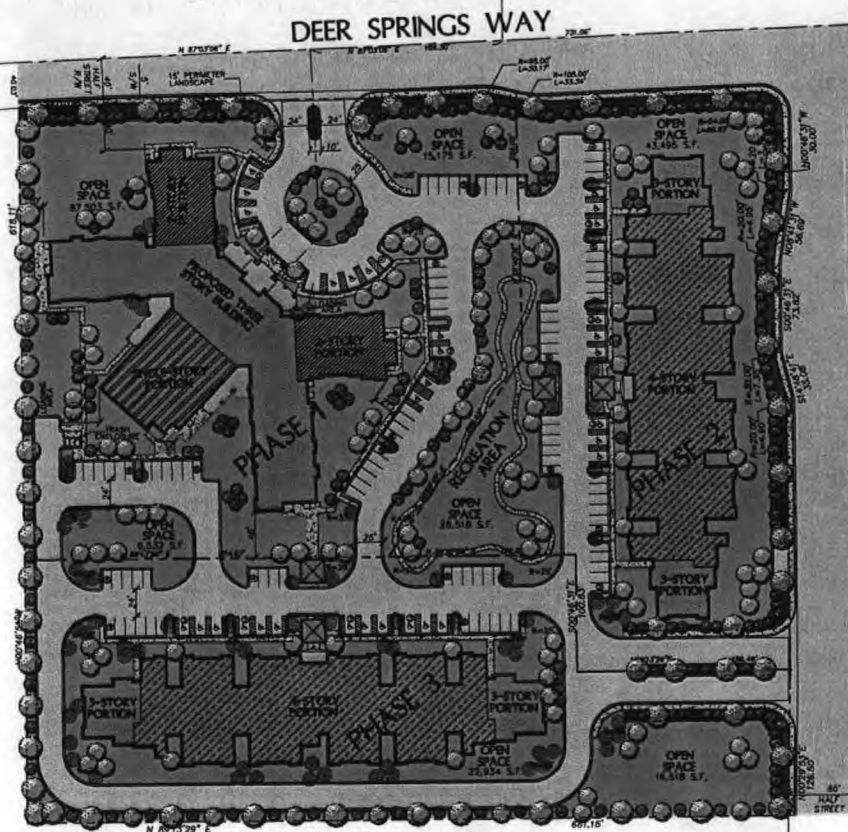


APN: 125-24-611
DEVELOPMENT: PARADISE MEADOWS ENCORE
ZONED: R-1

APN: 125-24-612
DEVELOPMENT: DORRELL SQUARE
ZONED: R-PDS

APN: 125-24-611
DEVELOPMENT: VACANT
ZONED: R-E

APN: 125-24-701
DEVELOPMENT: VACANT
ZONED: R-E



APN: 124-19-310
DEVELOPMENT: TERRACE AT ALUANTE
ZONED: MFC R-3

TABULATION: PHASE 1

ASSISTED LIVING	
CURRENT ZONING	R-E
PROPOSED ZONING	R-3
ACREAGE	4.1 AC.±
# OF BUILDINGS	1
# OF UNITS	90
D.U.A.	21.9

OPEN SPACE CALCS	
REQUIRED OPEN SPACE	21.9 x 1.65 = 36.1%
PROVIDED OPEN SPACE	114,197 S.F.

PARKING CALCS	
REQUIRED PARKING (1 PER EVERY 3 RESIDENT)	30 P.S.
HANDICAP PARKING REQUIRED	4 P.S.
PROVIDED PARKING	38 P.S.
HANDICAP PARKING PROVIDED	10 P.S.
TOTAL PARKING SPACES	48 P.S.

TABULATION: PHASE 2

SENIOR HOUSING	
CURRENT ZONING	R-E
PROPOSED ZONING	R-3
ACREAGE	3.9 AC.±
# OF BUILDINGS	1
# OF UNITS	75
D.U.A.	19.2

OPEN SPACE CALCS	
REQUIRED OPEN SPACE	19.2 x 1.65 = 31.7%
PROVIDED OPEN SPACE	60,702 S.F.

PARKING CALCS	
REQUIRED PARKING (.75 PER UNIT)	56 P.S.
HANDICAP PARKING REQUIRED	3 P.S.
PROVIDED PARKING	34 P.S.
HANDICAP PARKING PROVIDED	9 P.S.
TOTAL PARKING SPACES	43 P.S.

TABULATION: PHASE 3

SENIOR HOUSING	
CURRENT ZONING	R-E
PROPOSED ZONING	R-3
ACREAGE	3.2 AC.±
# OF BUILDINGS	1
# OF UNITS	75
D.U.A.	23.4

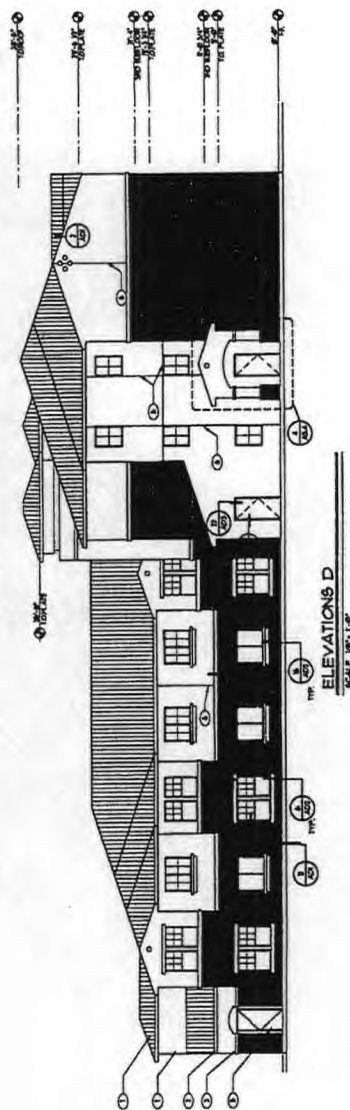
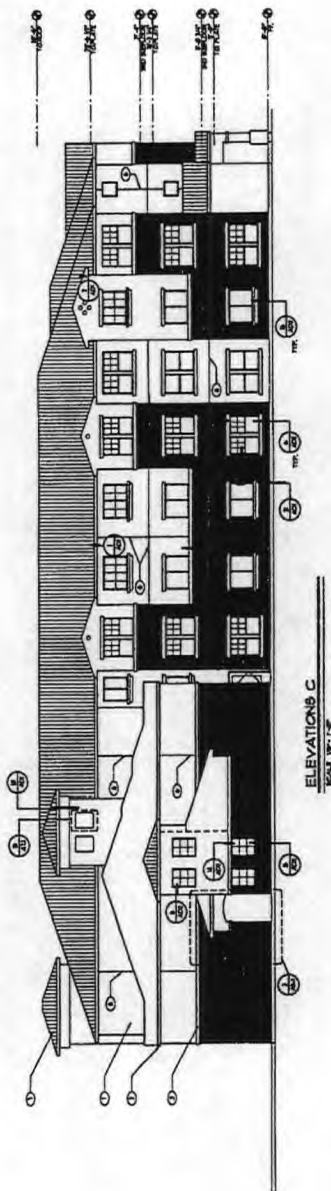
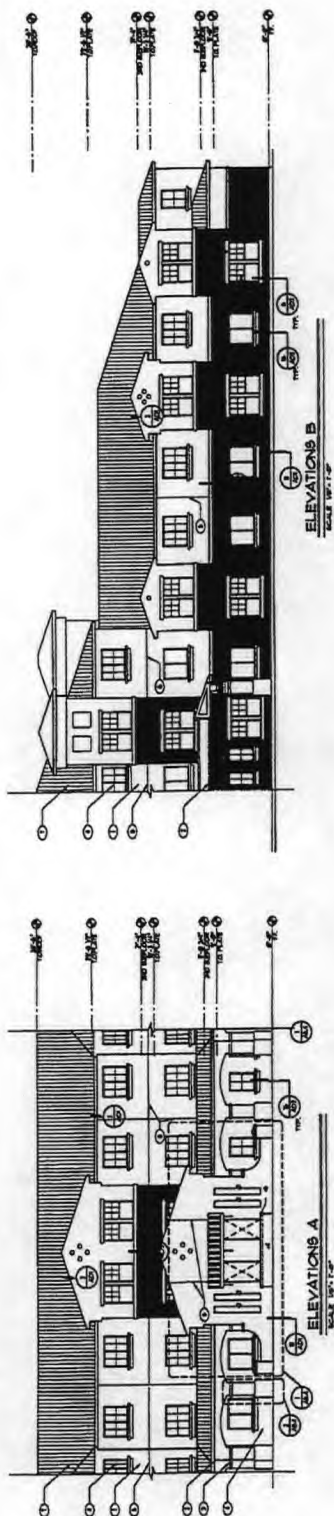
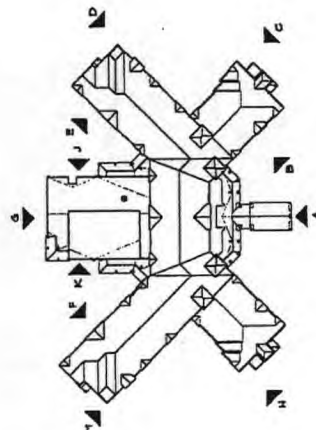
OPEN SPACE CALCS	
REQUIRED OPEN SPACE	23.4 x 1.65 = 38.6%
PROVIDED OPEN SPACE	45,773 S.F.

PARKING CALCS	
REQUIRED PARKING (.75 PER UNIT)	56 P.S.
HANDICAP PARKING REQUIRED	3 P.S.
PROVIDED PARKING	27 P.S.
HANDICAP PARKING PROVIDED	12 P.S.
TOTAL PARKING SPACES	39 P.S.

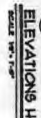
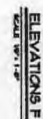
L. R. NELSON CONSULTING ENGINEERS, INC.
STRUCTURAL
CIVIL
PLANNING
SURVEY
6755 West Russell Road, Suite 700
Las Vegas, Nevada
(702) 798-7978
(702) 451-2296 FAX

SITE PLAN TO ACCOMPANY
DEVELOPMENT PLAN REVIEW OF
SILVER SKY AT DEER SPRINGS
ASSISTED LIVING
FOR
NEVADA HAND
CITY OF LAS VEGAS

SHEET NUMBER
1
OF 1 SHEETS
818-013-062



KEY NOTES	
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At Decatur blvd, Las Vegas, NV
Deer Springs Assisted Living a Nevada Limited Partnership

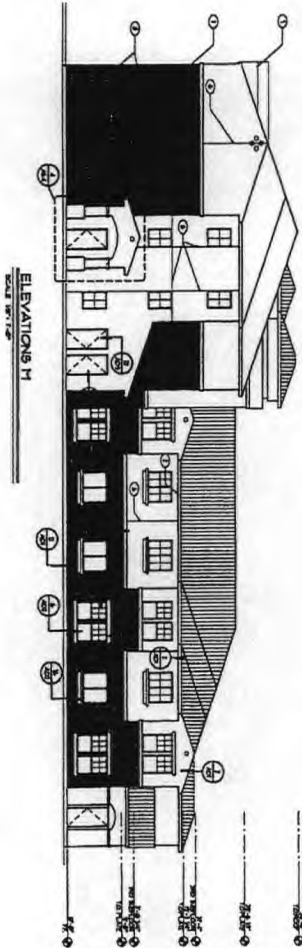
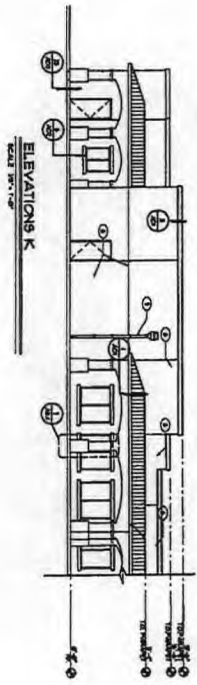
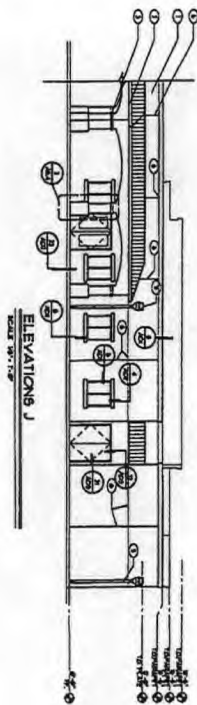
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Date
 MARCH 21, 2007
 Project Number
 906001
 Grid Number
A5.2
ELEVATIONS

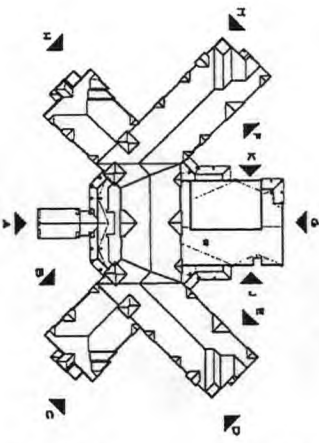
Perlmann
PA Las Vegas, LLC
A Perlmann Design Group Company
2225 Corporate Circle, Suite 200
Henderson, Nevada 89014
For 980 9600 702 822 2022 fax



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KEY NOTES	
1	SEE KEY PLAN FOR LOCATION
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10	SEE KEY PLAN FOR LOCATION



Silver Sky at Deer Springs
Deer Springs Assisted Living
 At Decatur Blvd, Las Vegas, NV
 Deer Springs Assisted Living a Nevada Limited Partnership

Drawn by: WLRPS
 Date: MARCH 21, 2007
 Project Number: 90600-1
 Sheet Number: A5.3
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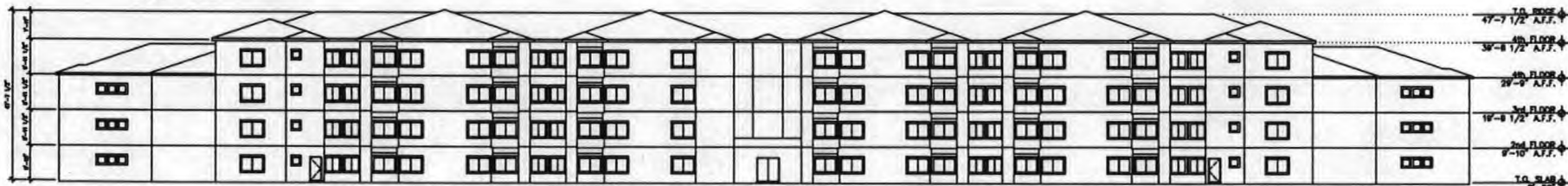
A FRONT EXTERIOR ELEVATION
301 ROAD N.T.S.



B EXTERIOR ELEVATION
301 ROAD N.T.S.



C EXTERIOR ELEVATION
301 ROAD N.T.S.



D REAR EXTERIOR ELEVATION
301 ROAD N.T.S.



BUILDING ELEVATIONS

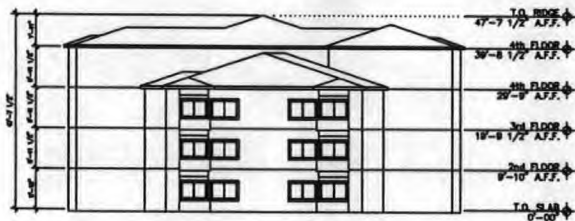
Decatur Pines Senior Apartments

APN: 125-247-01-040

Developed By: Nevada H.A.N.D



A FRONT EXTERIOR ELEVATION
30' SCALE N.T.S.



B EXTERIOR ELEVATION
30' SCALE N.T.S.



C EXTERIOR ELEVATION
30' SCALE N.T.S.



D REAR EXTERIOR ELEVATION
30' SCALE N.T.S.



BUILDING ELEVATIONS

Decatur Pines II Senior Apartments
APN: 125-247-01-040
Developed By: Nevada H.A.N.D

ATTACHMENT "E"
QUIT CLAIM DEED

Clark County Assessor's
Parcel Number(s): 125-24-701-040

When Recorded, Mail To:

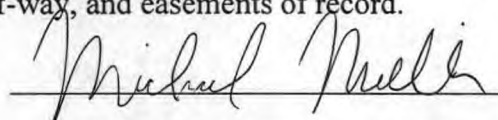
City of Las Vegas
c/o Director of Neighborhood Services Department
400 Stewart Avenue
Las Vegas, NV 89101

QUIT CLAIM DEED

THIS INDENTURE WITNESSETH: That Nevada H.A.N.D., Inc. ("Grantor"), in consideration of ten dollars (\$10.00), the receipt of which is hereby acknowledged, does hereby quitclaim to City of Las Vegas, a political subdivision of the State of Nevada ("Grantee"), whose address is 400 Stewart Avenue, Las Vegas, Nevada 89101, all that real property situated in the County of Clark, State of Nevada more fully bounded and described in the attached legal description ("Exhibit A") which is incorporated herein by this reference.

TOGETHER with all and singular the tenements, hereditaments and appurtenance thereunto belonging or in anywise appertaining.

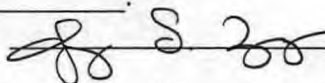
This conveyance is being made by Grantor and accepted by Grantee subject to all taxes for the fiscal year, covenants, restrictions, reservations, rights-of-way, and easements of record.

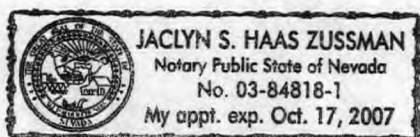


By: Michael Mullin, President

STATE OF Nevada)
COUNTY Clark)

This instrument was acknowledged before me on the 18th day of April, 2007, by Michael Mullin, as President.

 Notary Public



My commission expires: 10-17-07

ATTACHMENT "F"
REPOSSESSION DEED (QUIT CLAIM DEED)

ATTACHMENT "F"
QUIT CLAIM DEED

Clark County Assessor's
Parcel Number(s): 125-24-701-040

When Recorded, Mail To:

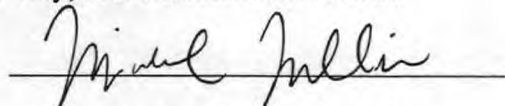
City of Las Vegas
c/o Director of Neighborhood Services Department
400 Stewart Avenue
Las Vegas, NV 89101

QUIT CLAIM DEED

THIS INDENTURE WITNESSETH: That Nevada H.A.N.D., Inc. ("Grantor"), in consideration of ten dollars (\$10.00), the receipt of which is hereby acknowledged, does hereby quitclaim to City of Las Vegas, a political subdivision of the State of Nevada ("Grantee"), whose address is 400 Stewart Avenue, Las Vegas, Nevada 89101, all that real property situated in the County of Clark, State of Nevada more fully bounded and described in the attached legal description ("Exhibit A") which is incorporated herein by this reference.

TOGETHER with all and singular the tenements, hereditaments and appurtenance thereunto belonging or in anywise appertaining.

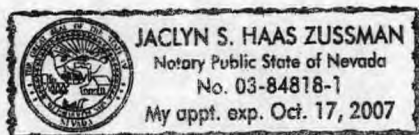
This conveyance is being made by Grantor and accepted by Grantee subject to all taxes for the fiscal year, covenants, restrictions, reservations, rights-of-way, and easements of record.



By: Michael Mullin, President

STATE OF Nevada
COUNTY Clark

This instrument was acknowledged before me on the 18th day of April, 2007, by Michael Mullin, as President.



 8.30 Notary Public

My commission expires: 10-17-07

ATTACHMENT "G"
DISCLOSURE OF OFFICERS

The following is a list of the officers of Nevada H.A.N.D., Inc., a Nevada non-profit corporation (the "Assignee"), including all persons and entities holding more than a one percent (1%) interest in the Assignee.

[illegible]

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

NEVADA H.A.N.D., INC.
a Nevada non-profit corporation

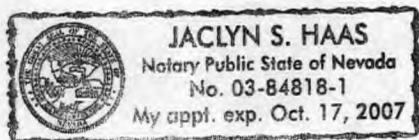
a Nevada non-profit corporation

By: Michael Mullin

Title: President

Subscribed and sworn to before me
this 25th day of July,
2007.

S. Hu
Notary Public



ATTACHMENT "H"
REQUIRED CORRESPONDENCE

Nevada H.A.N.D., Inc.
HOUSING AND NEIGHBORHOOD DEVELOPMENT
295 E. Warm Springs Road, Suite 101 • Las Vegas, NV 89119
Office (702) 739-3345 Fax (702) 739-3305

April 18, 2007

Mr. Oscar Goodman, Mayor
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Re: Approximately 9.45 acres of real property owned or that will be owned by the City of Las Vegas, generally located south and west of the intersection of North Decatur Blvd. and West Deer Springs Way in the City of Las Vegas, Clark County, Nevada, also known as Clark County's Assessor's parcel number 125-24-701-040 (the "Property").

Dear Mr. Goodman:

Nevada H.A.N.D., Inc. is a Nevada non-profit corporation, and desires to acquire the Property for the purpose of developing an affordable housing project. Pursuant to Nevada Revised Statutes 268.058, Nevada H.A.N.D., Inc. is required to submit an application for conveyance of the Property. Please accept this letter as Nevada H.A.N.D. Inc.'s application for conveyance of the Property.

Should you have any questions or should further information or materials be required or needed by the City of Las Vegas to process this application, please do not hesitate to contact me at 739-3345 ext. 227. Thank you.

Sincerely,


Michael Mullin
President

CC Tim Whitright- City of Las Vegas
Rodney Lister- City of Las Vegas

ATTACHMENT "I"
PERMITTED EXCEPTIONS



ESCROW OFFICE LOCATION

8363 W. Sunset Road, Suite 100
Las Vegas, NV 89113

Phone (702) 791-7000 • Fax (866-523-9406)

TITLE OFFICE LOCATION

8363 W. Sunset Road, Suite 100

Las Vegas, NV 89113

Phone (702) 791-7000

1st Amended

PRELIMINARY TITLE REPORT

When replying please contact:

Escrow Officer: Mary R Hunt

Our Order No.: 605590-MH

PROPOSED PURCHASER/BORROWER:

Nevada H.A.N.D., Inc., a Nevada non-profit
corporation

Today's Date: April 25, 2007

In response to the above referenced application for a policy of title insures, Stewart Title Guaranty Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of: April 19, 2007 at 8:30 a.m.

PROPERTY ADDRESS:

Las Vegas, NV

Buck Hanson, Title Officer

The estate or interest in the land hereinafter described or referred to covered by this Report is:

Fee

Title to said estate or interest is vested in:

City of Las Vegas, a Municipal corporation

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Clark, described as follows:

That portion of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section 24, Township 19 South, Range 60 East, and the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 19, Township 19 South, Range 61 East, M.D.M., described as follows:

Lot One (1) as shown by map thereof in File 112 of Parcel Maps, Page 93 in the Office of the County Recorder, Clark County, Nevada

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions in a Policy of Title Insurance are as follows:

1. State, County and City taxes for the fiscal period 2006 to 2007 are exempt.
PARCEL NO.: 125-24-701-038 TAX DISTRICT: 200 LOCATION: Las Vegas

State, County and City taxes for the fiscal period 2006 to 2007 in the total amount of \$* are paid in full.

PARCEL NO.: port. of 125-24-701-031 TAX DISTRICT: 200 LOCATION: Las Vegas

NOTE: The new APN number is 125-24-701-040.

2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 361.260 of the NEVADA REVISED STATUTES.
3. The herein described property lies within the boundaries of the City of Las Vegas and is subject to any and all fees that may be due in said City.
4. Water rights, Claims, or Title to Water, whether or not shown by the public records.
5. Any Special Assessments which may be due and payable that are not assessed through the Clark County Treasurers Office and are being billed by the entity where the parcel is located
6. PATENT: Mineral rights, reservations, easements and exclusions in the patent from the United States of America recorded April 15, 1999, in Book 990415 as Document No. 00452, of Official Records.
7. PATENT: Mineral rights, reservations, easements and exclusions in the patent from the United States of America recorded July 24, 2003, in Book 20030724 as Document No. 00477, of Official Records.
8. SURVEY: The effect of the following Record of Survey
Performed By : Gene D. Krametaur
File : 52, of Surveys
Page No. : 70
Recorded : October 18, 1989
Book No. : 891018
Document No. : 00517, of Official Records
9. SURVEY: The effect of the following Record of Survey
Performed By : Rita M. Lumos
File : 106, of Surveys
Page No. : 81
Recorded : January 11, 2000
Book No. : 20000111
Document No. : 00713, of Official Records

and by Certificate of Amendment recorded December 4, 2000, in Book 20001204, as Document No. 01793, Official Records

10. RIGHT OF WAY/TEMPORARY USE PERMIT: Right-of-Way Grant affecting the portion of said land and for the purposes stated herein, and incidental purposes
In Favor Of : Nevada Power Company
For : electric lines
Recorded : September 28, 2000
Book No. : 20000928
Document No. : 00937, of Official Records
11. SURVEY: The effect of the following Record of Survey
Performed By : Rita M. Lumos
File : 122, of Surveys
Page No. : 35
Recorded : May 15, 2002
Book No. : 20020515
Document No. : 01101, of Official Records
12. RIGHT OF WAY/TEMPORARY USE PERMIT: Right-of-Way Grant affecting the portion of said land and for the purposes stated herein, and incidental purposes
In Favor Of : City of Las Vegas
For : roadway, sanitary sewer and storm drain
Recorded : July 31, 2002
Book No. : 20020731
Document No. : 00560, of Official Records
13. RIGHT OF WAY/TEMPORARY USE PERMIT: Right-of-Way Grant affecting the portion of said land and for the purposes stated herein, and incidental purposes
In Favor Of : City of North Las Vegas
For : roadway
Recorded : November 2, 2004
Book No. : 20041102
Document No. : 03025, of Official Records
14. EASEMENT/RIGHT OF ENTRY: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.
In Favor Of : Nevada Power Company
For : electrical facilities
Recorded : August 8, 2005
Book No. : 20050808
Document No. : 00859, of Official Records.
15. EASEMENTS AND DEDICATIONS as provided for or delineated on the plat of said parcel map on file in File 112 of Parcel Maps, Page 93, Clark County, Nevada Records
16. We find no open Deeds of Trust of record. Please verify by inquiry of escrow personnel and/or agents whether or not we have overlooked something and advise the title department, prior to closing.

17. On April 25, 2007 we communicated with the Nevada Secretary of State and determined that the Corporation known as Nevada H.A.N.D., Inc., a Nevada non-profit is in good standing.

The list of Officers are as follows:

Resident Agent	: Michael Mullin
President	: Michael Mullin
Secretary	: Eloiza Martinez
Treasurer	: Francis Odom
Director	: Francis Odom

As a condition to the issuance of the requested Policy(s) of Title Insurance, we hereby request that we be furnished with the following listed items prior to the issuance of such Policy(s):

A copy of the Resolution of the Board of Directors of Nevada H.A.N.D., Inc., a Nevada non-profit, certified by the Secretary of said corporation, authorizing and approving the contemplated transaction in detail. Said resolution must contain, among other things, reference to the specific documents to be executed by said corporation and a designation of the officer(s) whose signatures may be relied upon for the execution of instruments on behalf of said corporation.

18. REQUIREMENT - POLICY APPROVAL: The willingness of this Company to issue its Policy of Title Insurance in an amount exceeding \$1,000,000.00 must be submitted to an Officer of Stewart Title Guaranty for approval.
19. EASEMENTS: Any easements not disclosed by those public records which impart constructive notice and which are not visible and apparent from an inspection of the surface of said land.
20. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
21. The rights and interest of parties in possession of the premises described herein under any unrecorded leases and/or agreements, the terms and conditions of which are unknown.
22. MATTERS DISCLOSED BY INSPECTION: Any facts, rights, interest of claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

An inspection will be required prior to close of escrow. Please notify Title Department 24 hours prior to closing.

END OF EXCEPTIONS

EXHIBIT "A" (Rev. 6-17-06)
AMERICAN LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 2006
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorney's fees or expenses, which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, which provides the "Company" insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the insured be reason of:

The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

- the occupancy, use, or enjoyment of the Land;
- the character, dimensions, or location of any improvement erected on the Land;
- the subdivision of land; or
- environmental protection

If a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6, which provides the "Company" insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the insured be reason of:

An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8, which provides the "Company" insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the insured be reason of:

- The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

3. Defects, liens, encumbrances, adverse claims, or other matters

- (a) created, suffered, assumed, or agreed to by the Insured Claimant;
- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy, however, this does not modify or limit the coverage provided under Covered Risk 9 and 10, which provides the "Company" insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the insured be reason of:

Title being vested other than as stated in Schedule A or being defective

- as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

- because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

- (i) to be timely, or

- (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

- Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A; or

- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

- (a) a fraudulent conveyance or fraudulent transfer; or

- (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy, which provides the "Company" insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the insured be reason of:

Title being vested other than as stated in Schedule A or being defective

- as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

- because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

- (i) to be timely, or

- (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

Alta Preliminary Report Form

EXCEPTIONS FROM COVERAGE – SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

PART I

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date that proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Report.
2. Taxes for the current year.
3. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or any overlapping of improvements or other boundary or location disputes (can be eliminated or amended in mortgagee's policy upon proper evidence being furnished.)
4. Restrictive covenants affecting the property described in Schedule A.
5. Rights or claims of parties in possession, and not of record in the public records; liens for labor, services or material or claims to same which are not of record in said records.
6. Any roadway or easement, similar or dissimilar, on, under, over or across said property, or any part thereof and not of record in said public records.
7. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or charged by the United States Government or riparian rights, if any.
8. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

2. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87) EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or governmental regulation. This includes building and zoning ordinances and also laws and regulations concerning:
(a) land use; (b) land division; (c) improvements on the land; (d) environmental protection.
This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
(a) a notice of exercising the right appears in the public records on the Policy Date; (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
(a) that are created, allowed, or agreed to by you; (b) that are known to you, but not to us, on the Policy Date – unless they appeared in the public records; (c) that result in no loss to you; (d) that first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks.
4. Failure to pay value for your title.
5. Lack of a right
(a) to any land outside the area specifically described and referred to in Item 3 of Schedule A
OR in streets, alleys, or waterways that touch your land.
This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

3. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (6-17-06) AND AMERICAN LAND TITLE ASSOCIATION LEASEHOLD LOAN POLICY (6-17-06) EXCLUSIONS AND COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, which provides the "Company" insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the insured be reason of:
The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions, or location of any improvement erected on the Land;

Alta Preliminary Report Form

- the subdivision of land; or
- environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6, which provides the "Company" insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the insured be reason of:

An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8, which provides the "Company" insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the insured be reason of:

- The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.

- Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy, however, this does not modify or limit the coverage provided under Covered Risk 9 and 10, which provides the "Company" insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the insured be reason of:

Title being vested other than as stated in Schedule A or being defective

- as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

- because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

(i) to be timely, or

(ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

- Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A: or,

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company.**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to nonaffiliated companies that perform services on our behalf.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. Some states give you the right to access and correct nonpublic personal information. You may contact us in writing at our Home Office, if your state law gives you this right.

Form 1660-9
(January 1988)

The United States of America

To all to whom these presents shall come, Greeting:

Patent

N-53366

APN: 124-18-000-002
124-19-101-001
124-19-301-001
125-24-701-014

WHEREAS

City of Las Vegas, a Municipal Corporation

is entitled to a land patent pursuant to Section 203 of the Act of October 21, 1976 (43 U.S.C. 1713) and Section 134 of the Act of November 14, 1997 (Public Law 105-83), for the following described land:

Mount Diablo Meridian, Nevada.

T. 19 S., R. 60 E., sec. 24, Lot 2;
T. 19 S., R. 61 E., sec. 18, Lots 22, 23, 26, 27;
T. 19 S., R. 61 E., sec. 19, Lots 20, 21, 24.

Containing 37.44 acres.

WHEREAS, the above-named City of Las Vegas, a municipal corporation, is also entitled to a patent pursuant to Section 209 of the Act of October 21, 1976 (43 U.S.C. 1719) and Section 134 of the Act of November 14, 1997 (Public Law 105-83), for all of the mineral deposits in the land described above;

Patent No.

27-99-01

ORIGINAL

N-53366

ORIGINAL

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES OF AMERICA, unto City of Las Vegas, a municipal corporation, the land described above; TO HAVE AND TO HOLD the said land with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto City of Las Vegas, a municipal corporation, its successors and assigns, forever; and

SUBJECT TO:

1. Valid existing rights;
2. Those rights for electrical overhead distribution purposes which have been granted to Nevada Power Company, its successors or assigns, by right-of-way grant No. N-42592, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761);
3. Those rights for electrical overhead distribution purposes which have been granted to Nevada Power Company, its successors or assignees, by right-of-way grant No. N-49722, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761);
4. Those rights for fiber optics communication purposes granted to the Air Force, its successors or assignees, by right-of-way grant No. N-54351, pursuant to the Act of October 21, 1976 (43 U.S.C. 1767);

Patent No.

27 - 99 - 0010

N-53366

ORIGINAL

5. All other terms and conditions of Section 134 of the Act of November 14, 1997 (Public Law 105-83).

PURSUANT to the requirements established by section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), (42 U.S.C. 9620(h)), as amended by the Superfund Amendments and Reauthorization Act of 1988, (100 Stat. 1670), notice is hereby given that the above-described lands have been examined and no evidence was found to indicate that any hazardous substances had been stored for one year or more, nor had any hazardous substances been disposed of or released on the subject property.

WHEN RECORDED MAIL TO:

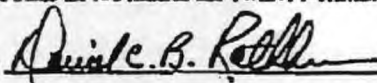
City Clerk - City Hall
400 E. Stewart Avenue
Las Vegas, Nevada 89101

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in RENO, NEVADA
the EIGHTH day of APRIL
in the year of our Lord one thousand nine hundred and
NINETY-NINE and of the Independence of the
United States the two hundred and TWENTY-THIRD.

[SEAL]

By



Deputy State Director
Natural Resources, Lands, and Planning

Patent No. 27 - 99 - 0040

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:

LAS VEGAS CITY

04-15-99 08:24 PAR

3

OFFICIAL RECORDS
BOOK: 990415 INST: 00452

FEE: .00 RPTT: EX002

20030724
.00477

RECORDED AT THE REQUEST OF:

LAS VEGAS CITY

07-24-2003 08:29 ADF

OFFICIAL RECORDS

BOOK/INSTR:20030724-00477

PAGE COUNT: 2

FEE: .00
RPTT: EX#002

APN# 125-24-70-038

Patent

(Title on Document)

2

Recording requested by:

City of Las Vegas

Return to:

Name Real Estate & Assets

Address 400 Stewart, 4th Fl.

City/State/Zip Las Vegas, NV. 89101

This page added to provide additional information required by NRS 111.312 Sections 1-2
(Additional recording fee applies).

This cover page must be typed or printed clearly in black ink only.

20030724
.00477

Form 1860-9
(January 1988)

The United States of America

To all to whom these presents shall come, Greeting:

Patent

N-76518

WHEREAS

The City of Las Vegas, a municipal subdivision of the State of Nevada

is entitled to a land patent pursuant to Section 705 of the Clark County Conservation of Public Land and Natural Resources Act of 2002, Public Law 107-282, 116 Stat. 1994, *et seq.* for the following described land:

Mount Diablo Meridian, Nevada, T. 19 S., R. 60 E., sec. 24, lot 4 (Tract C).
Containing 14.55 acres, more or less.

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES OF AMERICA, unto the City of Las Vegas, a municipal subdivision of the State of Nevada, the land described above; TO HAVE AND TO HOLD the said land with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the City of Las Vegas, a municipal subdivision of the State of Nevada, its successors and assigns, forever; and

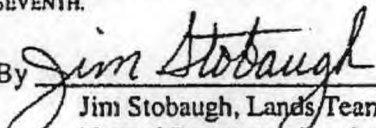
SUBJECT TO reversion to the United States, at the discretion of the Secretary, if the parcel ceases to be used for affordable housing or for a purpose related to affordable housing.

PURSUANT to the requirements established by section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), (42 U.S.C. 9620(h)), as amended by the Superfund Amendments and Reauthorization Act of 1988, (100 Stat. 1670), notice is hereby given that the above-described lands have been examined and no evidence was found to indicate that any hazardous substances has been stored for one year or more, nor had any hazardous substances been disposed of or released on the subject property.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed. GIVEN under my hand, in RENO, NEVADA, the TWELFTH day of May in the year of our Lord TWO THOUSAND and THREE and of the Independence of the United States the two hundred and TWENTY-SEVENTH.

[SEAL]

By


Jim Stobaugh, Lands Team Lead
Natural Resources, Lands, and Planning

Patent Number: 27-2003-0056

20030724
.00477

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a) 125-24-701-038
b) _____
c) _____
d) _____

2. Type of Property:

a) ☒ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2-4 Plex
e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument #: _____
Book _____ Page: _____
Date of Recording: _____
Notes: _____

3. Total Value/Sales Price of Property

Deed in Lieu of Foreclosure Only (value of property) _____
Transfer Tax Value: _____
Real Property Transfer Tax Due _____

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section 002

b. Explain Reason for Exemption: Government Entity

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS.375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature]
Signature _____

Capacity Manager, Real Estate
Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Bureau of Land Management
Address: PO Box 12000 (1340 Financial Blvd)
City: Reno
State: NV Zip: 89520-0000

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: City of Las Vegas
Address: 400 Stewart, 4th Fl.
City: Las Vegas, NV
State: Zip: 89101

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: _____ Escrow # _____
Address: _____
City: _____ State: _____ Zip: _____

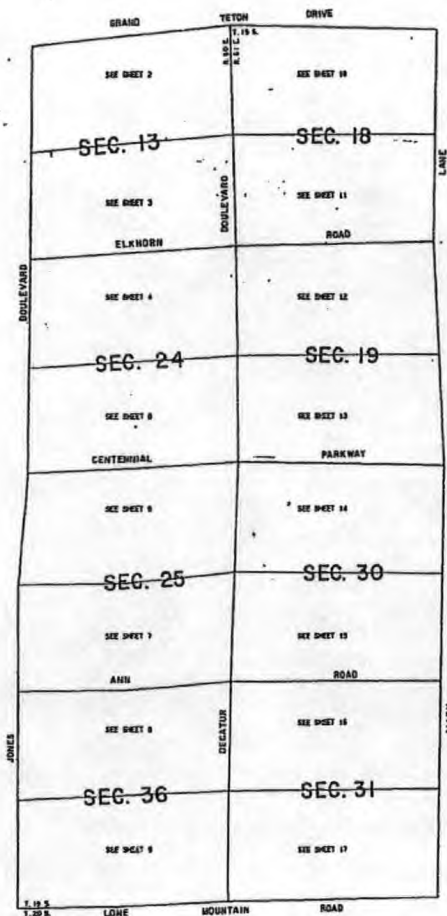
(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

477

Book 891018

DECATUR ALIGNMENT

00517



REFERENCE SURVEYS

RANGE	TOWNSHIP	SECTION	PARCEL NO.	PARCEL NO.	BLANK	CORNER	SECTION	PARCEL NO.	PARCEL NO.
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SURVEYOR'S CERTIFICATE

I, GENE D. KRAMETBAUER, A DUTY PROFESSIONAL LAND SURVEYOR IN THE STATE OF NEVADA, AS AN AGENT FOR VTM - NEVADA, HEREBY CERTIFY THAT THE SURVEY OF THE LAND SHOWN HEREON WAS MADE UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF THE CITY OF LAS VEGAS, AND THAT THE SURVEY WAS COMPLETED ON DEC. 27, 1989, AND THE MONUMENTS WILL BE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED BY AN 13, 1989.

Gene D. Krametbauer
GENE D. KRAMETBAUER
P.L.S. 6201



SURVEYOR'S CERTIFICATE

I, JAMES L. McFARLANE, A DUTY PROFESSIONAL LAND SURVEYOR IN THE STATE OF NEVADA, AS AN AGENT FOR VTM - NEVADA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT OF SURVEY SHOWN HEREON.

James L. McFarlane
JAMES L. McFARLANE
P.L.S. 5072



NOTE

THIS MAP HAS BEEN UPDATED AS ORDERED BY CASE NO. A274127 & CASE NO. A274127 DEPT. NO. 1, DOCKET "C".

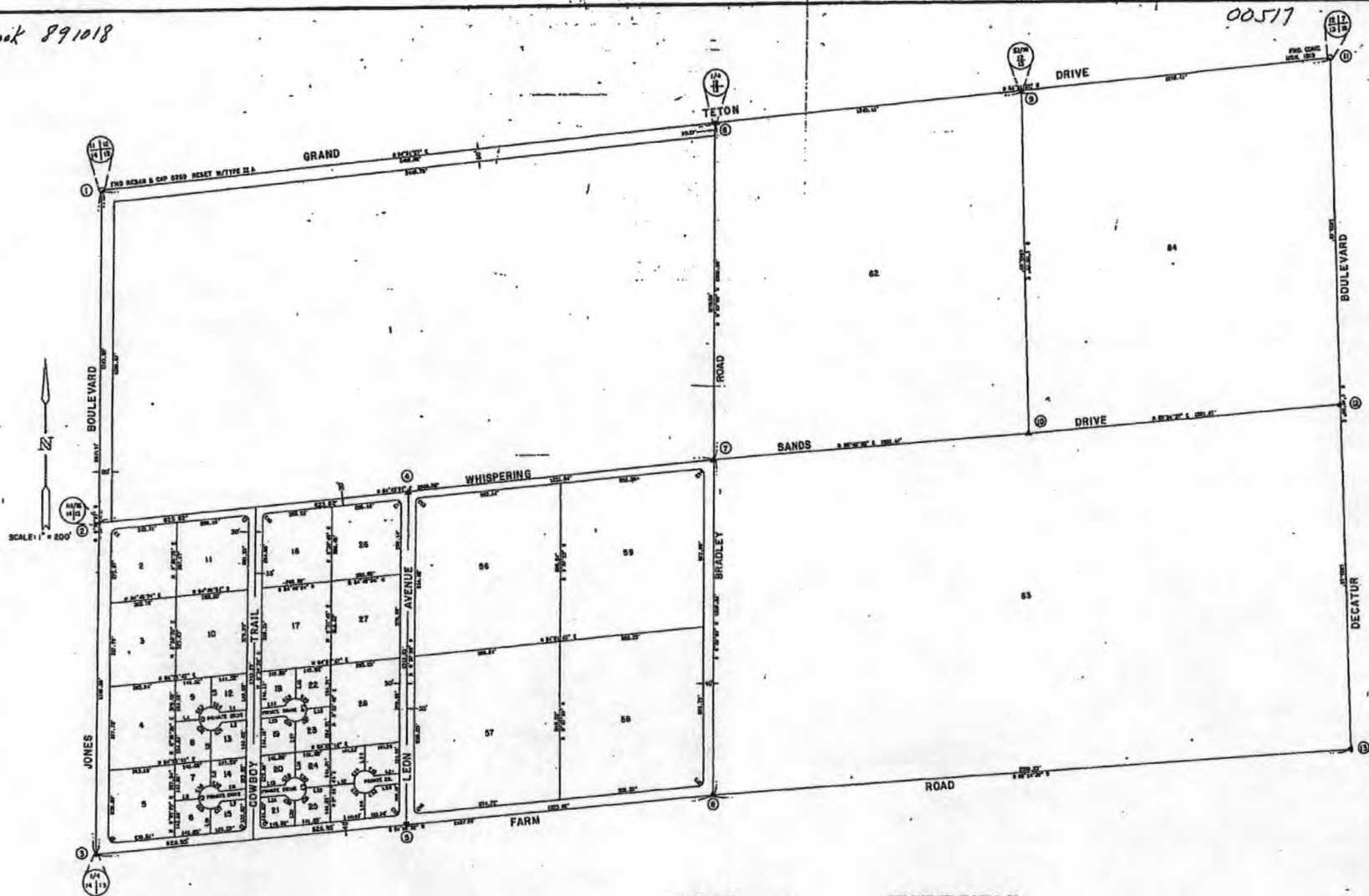
ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED BY REFERENCE TO THE COUNTY RECORDER'S EXAMINATIVE MAP INDEX, NOS 278,500

THIS RECORD OF SURVEY IS NOT IN CONFLICT WITH THE REQUIREMENTS OF NOS 278,010 TO 278,530, INCLUSIVE, AND THE REGULATIONS OF TRANSACTIONS PERTAINING THEREOF SHALL BE COMPLIED WITH.

LEGEND

Book 891018

00517



CURVE TABLE

CURVE	ARC	CHORD	AREA	PER. LENGTH
1	10.00	19.94	157.08	62.83
2	20.00	39.63	628.32	251.33
3	30.00	59.24	1413.72	563.97
4	40.00	78.76	2544.68	1005.31
5	50.00	98.17	4036.59	1575.80
6	60.00	117.48	5884.86	2274.91
7	70.00	136.60	8085.00	3100.96
8	80.00	155.53	10632.42	4052.28
9	90.00	174.26	13622.62	5128.17
10	100.00	192.80	17050.00	6317.91
11	110.00	211.15	20910.00	7610.81
12	120.00	229.32	25198.00	9006.17
13	130.00	247.31	29900.00	10503.29
14	140.00	265.12	35003.00	12102.37
15	150.00	282.75	40503.00	13802.71
16	160.00	300.20	46498.00	15603.51
17	170.00	317.48	52885.00	17504.06
18	180.00	334.59	59662.00	19503.66
19	190.00	351.53	66827.00	21601.61
20	200.00	368.30	74379.00	23797.31
21	210.00	384.91	82316.00	26090.17
22	220.00	401.36	90637.00	28480.60
23	230.00	417.65	99341.00	30968.01
24	240.00	433.78	108427.00	33551.81
25	250.00	449.75	118895.00	36231.51
26	260.00	465.56	130735.00	38996.61
27	270.00	481.21	143947.00	41846.61
28	280.00	496.70	158521.00	44780.01
29	290.00	512.03	174457.00	47796.31
30	300.00	527.20	191755.00	50894.01
31	310.00	542.21	210415.00	54072.61
32	320.00	557.06	230437.00	57331.61
33	330.00	571.75	251821.00	60670.61
34	340.00	586.28	274567.00	64089.01
35	350.00	600.65	298675.00	67586.31
36	360.00	614.86	324145.00	71162.01
37	370.00	628.91	350977.00	74815.61
38	380.00	642.80	379171.00	78546.61
39	390.00	656.53	408727.00	82354.61
40	400.00	670.10	439645.00	86238.01
41	410.00	683.51	471925.00	90196.31
42	420.00	696.76	505567.00	94229.01
43	430.00	709.85	540571.00	98335.61
44	440.00	722.78	576937.00	102515.61
45	450.00	735.55	614665.00	106768.61
46	460.00	748.16	653755.00	111093.01
47	470.00	760.61	694207.00	115488.41
48	480.00	772.90	736021.00	120054.41
49	490.00	785.03	779197.00	124790.61
50	500.00	797.00	823735.00	129696.61
51	510.00	808.81	869635.00	134772.01
52	520.00	820.46	916897.00	140017.41
53	530.00	831.95	965521.00	145432.41
54	540.00	843.28	1015507.00	151017.41
55	550.00	854.45	1066855.00	156772.01
56	560.00	865.46	1119565.00	162696.01
57	570.00	876.31	1173637.00	168789.01
58	580.00	886.99	1229071.00	175051.01
59	590.00	897.51	1285867.00	181482.01
60	600.00	907.87	1344025.00	188082.01
61	610.00	918.07	1403545.00	194851.01
62	620.00	928.11	1464427.00	201788.01
63	630.00	937.99	1526671.00	208893.01
64	640.00	947.71	1590277.00	216166.01
65	650.00	957.27	1655245.00	223607.01
66	660.00	966.67	1721575.00	231216.01
67	670.00	975.91	1789267.00	238993.01
68	680.00	984.99	1858321.00	246938.01
69	690.00	993.91	1928737.00	255051.01
70	700.00	1002.67	2000515.00	263333.01
71	710.00	1011.27	2073655.00	271784.01
72	720.00	1019.71	2148157.00	280404.01
73	730.00	1027.99	2224021.00	289193.01
74	740.00	1036.11	2301247.00	298151.01
75	750.00	1044.07	2379825.00	307278.01
76	760.00	1051.87	2459755.00	316573.01
77	770.00	1059.51	2541027.00	326037.01
78	780.00	1067.00	2623641.00	335670.01
79	790.00	1074.33	2707597.00	345473.01
80	800.00	1081.51	2792895.00	355446.01
81	810.00	1088.53	2879535.00	365589.01
82	820.00	1095.40	2967517.00	375902.01
83	830.00	1102.11	3056841.00	386385.01
84	840.00	1108.66	3147507.00	397038.01
85	850.00	1115.05	3239515.00	407861.01
86	860.00	1121.29	3332865.00	418854.01
87	870.00	1127.37	3427557.00	429917.01
88	880.00	1133.30	3523591.00	441150.01
89	890.00	1139.07	3620967.00	452553.01
90	900.00	1144.69	3719685.00	464126.01
91	910.00	1150.15	3819745.00	475869.01
92	920.00	1155.46	3921147.00	487782.01
93	930.00	1160.61	4023891.00	499865.01
94	940.00	1165.61	4127977.00	512118.01
95	950.00	1170.45	4233405.00	524541.01
96	960.00	1175.14	4340175.00	537134.01
97	970.00	1179.68	4448287.00	549897.01
98	980.00	1184.07	4557741.00	562830.01
99	990.00	1188.31	4668537.00	575933.01
100	1000.00	1192.40	4780675.00	589206.01

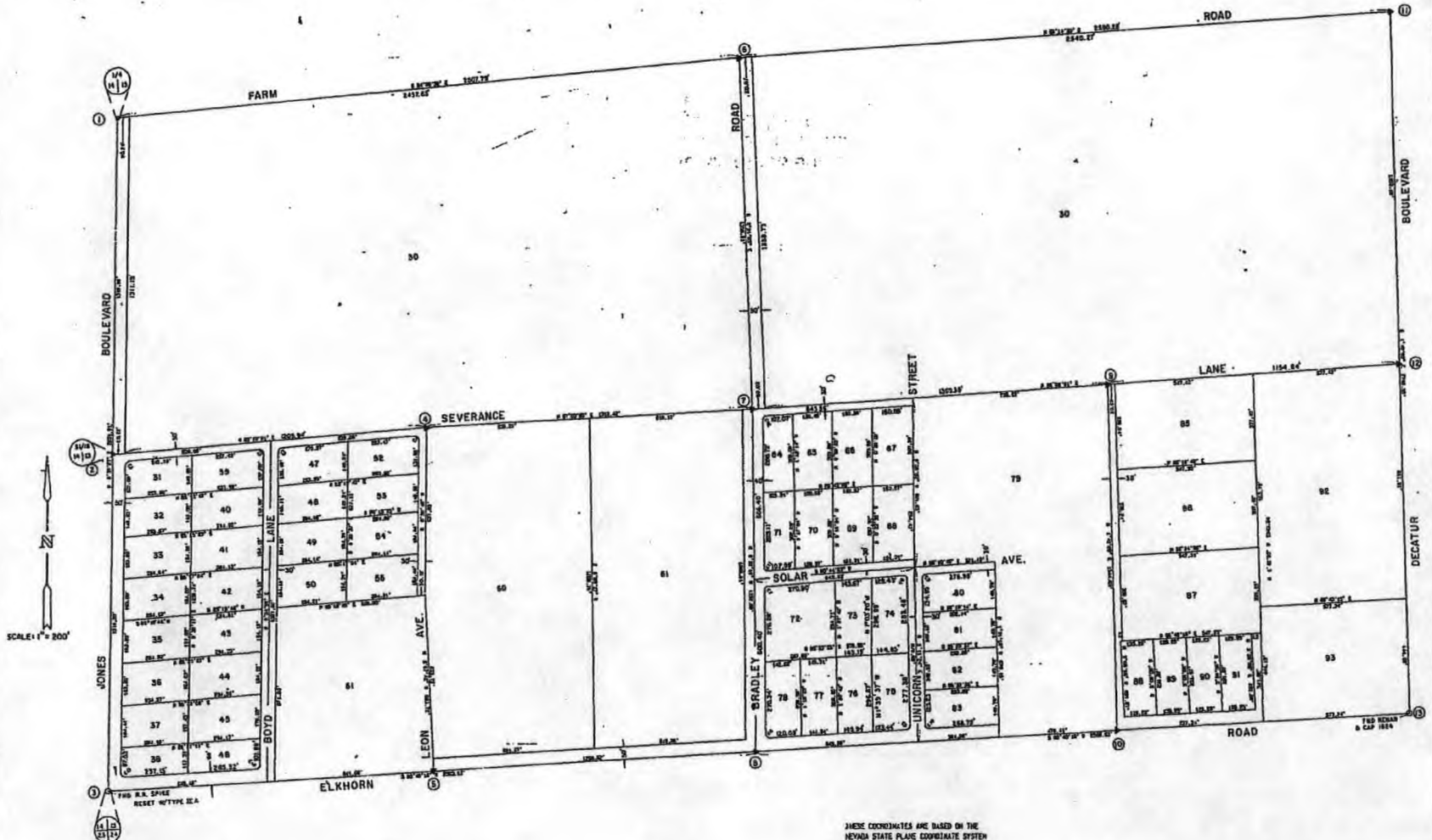
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CURVE	ARC	CHORD	AREA	PER. LENGTH
101	1010.00	1196.34	4894155.00	602649.01
102	1020.00	1200.13	5005975.00	615792.01
103	1030.00	1203.77	5114135.00	628745.01
104	1040.00	1207.26	5219635.00	641508.01
105	1050.00	1210.60	5322475.00	654081.01
106	1060.00	1213.79	5422655.00	666464.01
107	1070.00	1216.83	5520075.00	678657.01
108	1080.00	1219.72	5614735.00	690660.01
109	1090.00	1222.46	5706635.00	702473.01
110	1100.00	1225.05	5795775.00	714096.01
111	1110.00	1227.49	5882155.00	725529.01
112	1120.00	1229.78	5965775.00	736772.01
113	1130.00	1231.92	6046635.00	747825.01
114	1140.00	1233.91	6124735.00	758688.01
115	1150.00	1235.75	6200075.00	769361.01
116	1160.00	1237.44	6272655.00	779844.01
117	1170.00	1238.98	6342475.00	790137.01
118	1180.00	1240.37	6409535.00	800240.01
119	1190.00	1241.61	6473835.00	810153.01
120	1200.00	1242.70	6535375.00	819876.01
121	1210.00	1243.64	6594155.00	829409.01
122	1220.00	1244.43	6650175.00	838752.01
123	1230.00	1245.07	6703435.00	847905.01
124	1240.00	1245.56	6753935.00	856868.01
125	1250.00	1245.91	6801675.00	865641.01
126	1260.00	1246.11	6846655.00	874224.01
127	1270.00	1246.17	6888875.00	882627.01
128	1280.00	1246.09	6928335.00	890850.01
129	1290.00	1245.87	6965035.00	898893.01
130	1300.00	1245.51	7000075.00	906756.01
131	1310.00	1245.01	7033455.00	914439.01
132	1320.00	1244.37	7065175.00	921942.01
133	1330.00	1243.60	7095235.00	929265.01
134	1340.00	1242.69	7123635.00	936408.01
135	1350.00	1241.64	7150375.00	943371.01
136	1360.00	1240.45	7175455.00	950154.01
137	1370.00	1239.12	7200075.00	956767.01
138	1380.00	1237.65	7223235.00	963210.01
139	1390.00	1236.04	7244935.00	969493.01
140	1400.00	1234.29	7265175.00	975616.01
141	1410.00	1232.40	7283955.00	981579.01
142	1420.00	1230.37	7301275.00	987382.01
143	1430.00	1228.20	7317135.00	993025.01
144	1440.00	1225.89	7331535.00	998508.01
145	1450.00	1223.44	7344475.00	1003831.01
146	1460.00	1220.85	7355955.00	1008994.01
147	1470.00	1218.12	7365975.00	1014007.01
148	1480.00	1215.25	7374535.00	1018870.01
149	1490.00	1212.24	7381635.00	1023583.01
150	1500.00	1209.09	7387275.00	1028146.01

THESE COORDINATES ARE BASED ON THE
NATIONAL STATE PLANE COORDINATE SYSTEM
EAST ZONE MODIFIED 840 231 WITH A
GRID ELEVATION OF 2000 FEET.

	NORTH	EAST
1	505218.7263	605994.2857
2	504907.8518	605983.7505
3	503896.9774	603953.2054
4	505022.3708	607216.1447
5	506351.8832	608579.7541
6	509457.1789	609471.7074
7	510138.8937	609462.5369
8	510316.8028	609453.3704
9	510316.8028	609453.3704
10	510316.8028	609453.3704
11	510316.8028	609453.3704
12	510316.8028	609453.3704
13	510316.8028	609453.3704
14	510316.8028	609453.3704
15	510316.8028	609453.3704
16	510316.8028	609453.3704
17	510316.8028	609453.3704
18	510316.8028	609453.3704
19	510316.8028	609453.3704
20	510316.8028	609453.3704
21	510316.8028	609453.3704
22	510316.8028	609453.3704
23	510316.8028	609453.3704
24	510316.8028	609453.3704
25	510316.8028	609453.3704
26	510316.8028	609453.3704
27	510316.8028	609453.3704
28	510316.8028	609453.3704
29	510316.8028	609453.3704
30	510316.8028	609453.3704
31	510316.8028	609453.3704
32	510316.8028	609453.3704
33	510316.8028	609453.3704
34	510316.8028	609453.3704
35	510316.8028	609453.3704
36	510316.8028	609453.3704
37	510316.8028	609453.3704
38	510316.8028	609453.3704
39	510316.8028	609453.3704
40	510316.8028	609453.3704
41	510316.8028	609453.3704
42	510316.8028	609453.3704
43	510316.8028	609453.3704
44	510316.8028	609453.3704
45	510316.8028	609453.3704
46	510316.8028	609453.3704
47	510316.8028	609453.3704
48	510316.8028	609453.3704
49	510316.8028	609453.3704
50	510316.8028	609453.3704
51	510316.8028	609453.3704
52	510316.8028	609453.3704
53	510316.8028	6

00517



LINE	BEARING	DISTANCE
1.1	N 80° 40' 15" E	0.36
1.2	N 80° 43' 15" E	30.09

Curve	A/C	CR 18	AGGUS	EST. LENGTH
C1	26.80	24 52 14"	55.58	57.71
C2	24.87	25 22 07"	14.82	15.48
C3	25.18	25 27 37"	12.08	13.45
C4	24.85	25 34 04"	12.08	13.45
C5	24.87	25 34 26"	20.00	19.57
C6	40.49	33 47 34"	20.00	20.15
C7	22.55	28 04 33"	13.00	14.28
C8	24.37	31 02 07"	15.00	15.83
C9	23.87	31 22 39"	15.00	16.33
C10	45.15	32 04 39"	25.00	25.33

THESE COORDINATES ARE BASED ON THE NEVADA STATE PLANE COORDINATE SYSTEM EAST ZONE MODIFIED (NAD 83) WITH A GRID ELEVATION OF 2000 FEET.

	NORTH	EAST
1	563569.9774	605905.2184
	562268.0030	605940.6802
2	560379.2286	605926.1450
3	564189.2132	607192.4410
4	561050.7112	607223.9667
5	563016.6008	608953.3704
6	562456.9402	608909.1180
8	561128.1939	608321.5883
9	561210.1214	609094.4952
10	562963.9898	610101.0814
12	562631.7773	610107.5659

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN HEREON. IT MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

vtv nevada CONSULTING ENGINEERS - PLANNERS
 4001 PLAZA DEL MONTE, SUITE 200 • LAS VEGAS, NV 89169
 (702) 735-1100 • FAX (702) 735-1101

PLAT OF SURVEY
FOR
CITY OF LAS VEGAS

SOUTH 1/2 OF SEC. 13, T.19 S., R.60 E., M.D.M.,
CLARK COUNTY, NEVADA

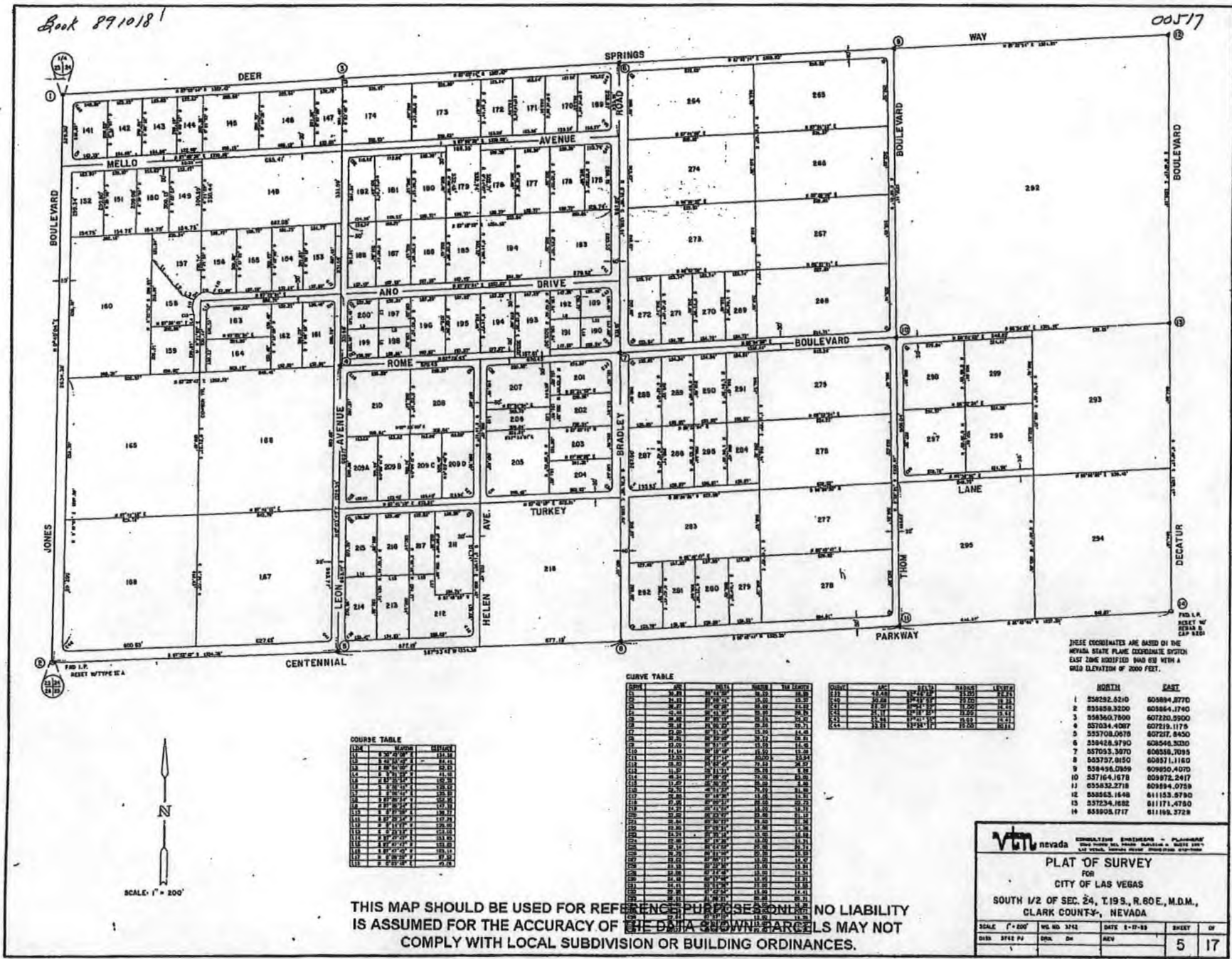
SCALE	F"=20'	PLN. NO. 3742	DATE 1-2-83	SHEET	OF
DRAW	SPRUE PJ	DRAW	RED.	3	17

file 52 page 70

File 52 Page 70

Book 891018

00517



COURSE TABLE

LINE	BEARING	DISTANCE
1	N 89° 10' 18" E	100.00
2	S 89° 10' 18" E	100.00
3	N 89° 10' 18" E	100.00
4	S 89° 10' 18" E	100.00
5	N 89° 10' 18" E	100.00
6	S 89° 10' 18" E	100.00
7	N 89° 10' 18" E	100.00
8	S 89° 10' 18" E	100.00
9	N 89° 10' 18" E	100.00
10	S 89° 10' 18" E	100.00
11	N 89° 10' 18" E	100.00
12	S 89° 10' 18" E	100.00
13	N 89° 10' 18" E	100.00
14	S 89° 10' 18" E	100.00
15	N 89° 10' 18" E	100.00
16	S 89° 10' 18" E	100.00
17	N 89° 10' 18" E	100.00
18	S 89° 10' 18" E	100.00
19	N 89° 10' 18" E	100.00
20	S 89° 10' 18" E	100.00

CURVE TABLE

LINE	PC	PT	PI	STATION	ANGLE	CHORD	AREA
1	100.00	100.00	100.00	100.00	90.00	100.00	100.00
2	100.00	100.00	100.00	100.00	90.00	100.00	100.00
3	100.00	100.00	100.00	100.00	90.00	100.00	100.00
4	100.00	100.00	100.00	100.00	90.00	100.00	100.00
5	100.00	100.00	100.00	100.00	90.00	100.00	100.00
6	100.00	100.00	100.00	100.00	90.00	100.00	100.00
7	100.00	100.00	100.00	100.00	90.00	100.00	100.00
8	100.00	100.00	100.00	100.00	90.00	100.00	100.00
9	100.00	100.00	100.00	100.00	90.00	100.00	100.00
10	100.00	100.00	100.00	100.00	90.00	100.00	100.00
11	100.00	100.00	100.00	100.00	90.00	100.00	100.00
12	100.00	100.00	100.00	100.00	90.00	100.00	100.00
13	100.00	100.00	100.00	100.00	90.00	100.00	100.00
14	100.00	100.00	100.00	100.00	90.00	100.00	100.00
15	100.00	100.00	100.00	100.00	90.00	100.00	100.00
16	100.00	100.00	100.00	100.00	90.00	100.00	100.00
17	100.00	100.00	100.00	100.00	90.00	100.00	100.00
18	100.00	100.00	100.00	100.00	90.00	100.00	100.00
19	100.00	100.00	100.00	100.00	90.00	100.00	100.00
20	100.00	100.00	100.00	100.00	90.00	100.00	100.00

LINE	PC	PT	PI	STATION	ANGLE	CHORD	AREA
1	100.00	100.00	100.00	100.00	90.00	100.00	100.00
2	100.00	100.00	100.00	100.00	90.00	100.00	100.00
3	100.00	100.00	100.00	100.00	90.00	100.00	100.00
4	100.00	100.00	100.00	100.00	90.00	100.00	100.00
5	100.00	100.00	100.00	100.00	90.00	100.00	100.00
6	100.00	100.00	100.00	100.00	90.00	100.00	100.00
7	100.00	100.00	100.00	100.00	90.00	100.00	100.00
8	100.00	100.00	100.00	100.00	90.00	100.00	100.00
9	100.00	100.00	100.00	100.00	90.00	100.00	100.00
10	100.00	100.00	100.00	100.00	90.00	100.00	100.00
11	100.00	100.00	100.00	100.00	90.00	100.00	100.00
12	100.00	100.00	100.00	100.00	90.00	100.00	100.00
13	100.00	100.00	100.00	100.00	90.00	100.00	100.00
14	100.00	100.00	100.00	100.00	90.00	100.00	100.00
15	100.00	100.00	100.00	100.00	90.00	100.00	100.00
16	100.00	100.00	100.00	100.00	90.00	100.00	100.00
17	100.00	100.00	100.00	100.00	90.00	100.00	100.00
18	100.00	100.00	100.00	100.00	90.00	100.00	100.00
19	100.00	100.00	100.00	100.00	90.00	100.00	100.00
20	100.00	100.00	100.00	100.00	90.00	100.00	100.00

THESE COORDINATES ARE BASED ON THE NEVADA STATE PLANE COORDINATE SYSTEM EAST ZONE ADJUSTED 1983 WITH A GRID ELEVATION OF 3000 FEET.

	NORTH	EAST
1	558282.5210	605894.8770
2	558282.5210	605894.8770
3	558282.5210	605894.8770
4	558282.5210	605894.8770
5	558282.5210	605894.8770
6	558282.5210	605894.8770
7	558282.5210	605894.8770
8	558282.5210	605894.8770
9	558282.5210	605894.8770
10	558282.5210	605894.8770
11	558282.5210	605894.8770
12	558282.5210	605894.8770
13	558282.5210	605894.8770
14	558282.5210	605894.8770
15	558282.5210	605894.8770
16	558282.5210	605894.8770
17	558282.5210	605894.8770
18	558282.5210	605894.8770
19	558282.5210	605894.8770
20	558282.5210	605894.8770

PLAT OF SURVEY
FOR
CITY OF LAS VEGAS
SOUTH 1/2 OF SEC. 24, T19S, R60E, M.D.M.,
CLARK COUNTY, NEVADA

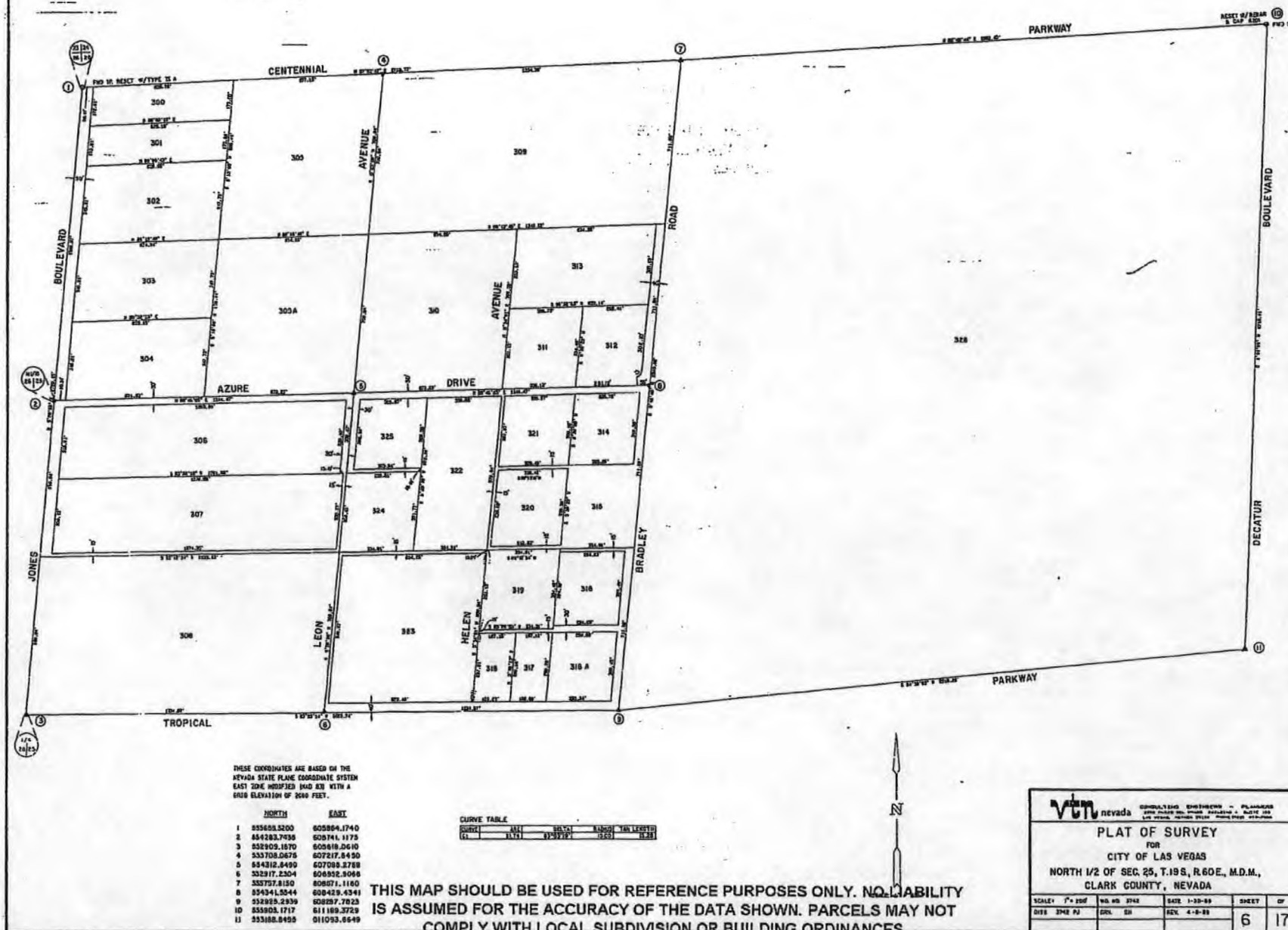
SCALE 1" = 200'	NS NO 3742	DATE 8-17-83	SHEET 5	OF 17
DRAWN BY PJ	CHKD BY	REV		

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

File 52 Page 70

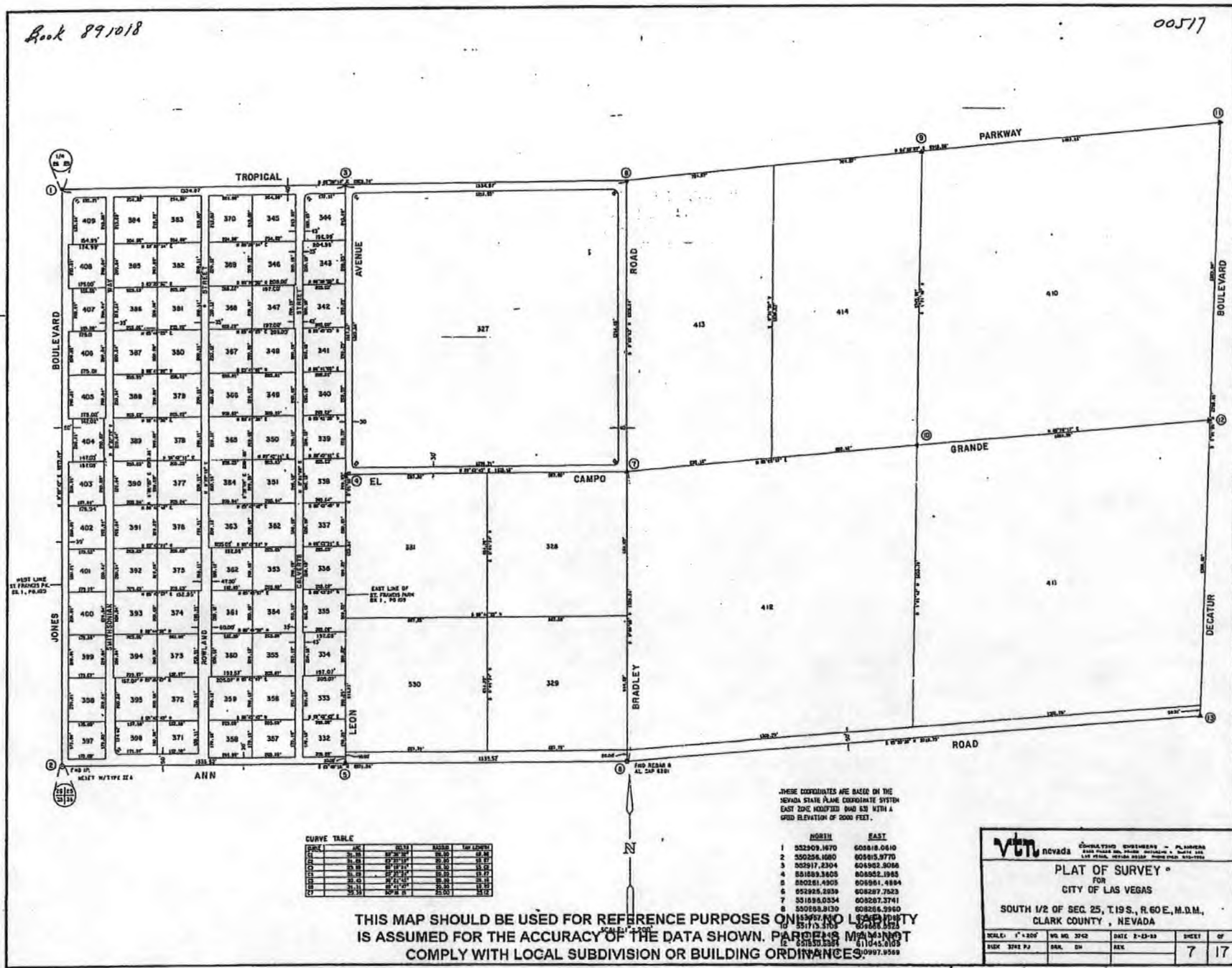
Book 891018

00517



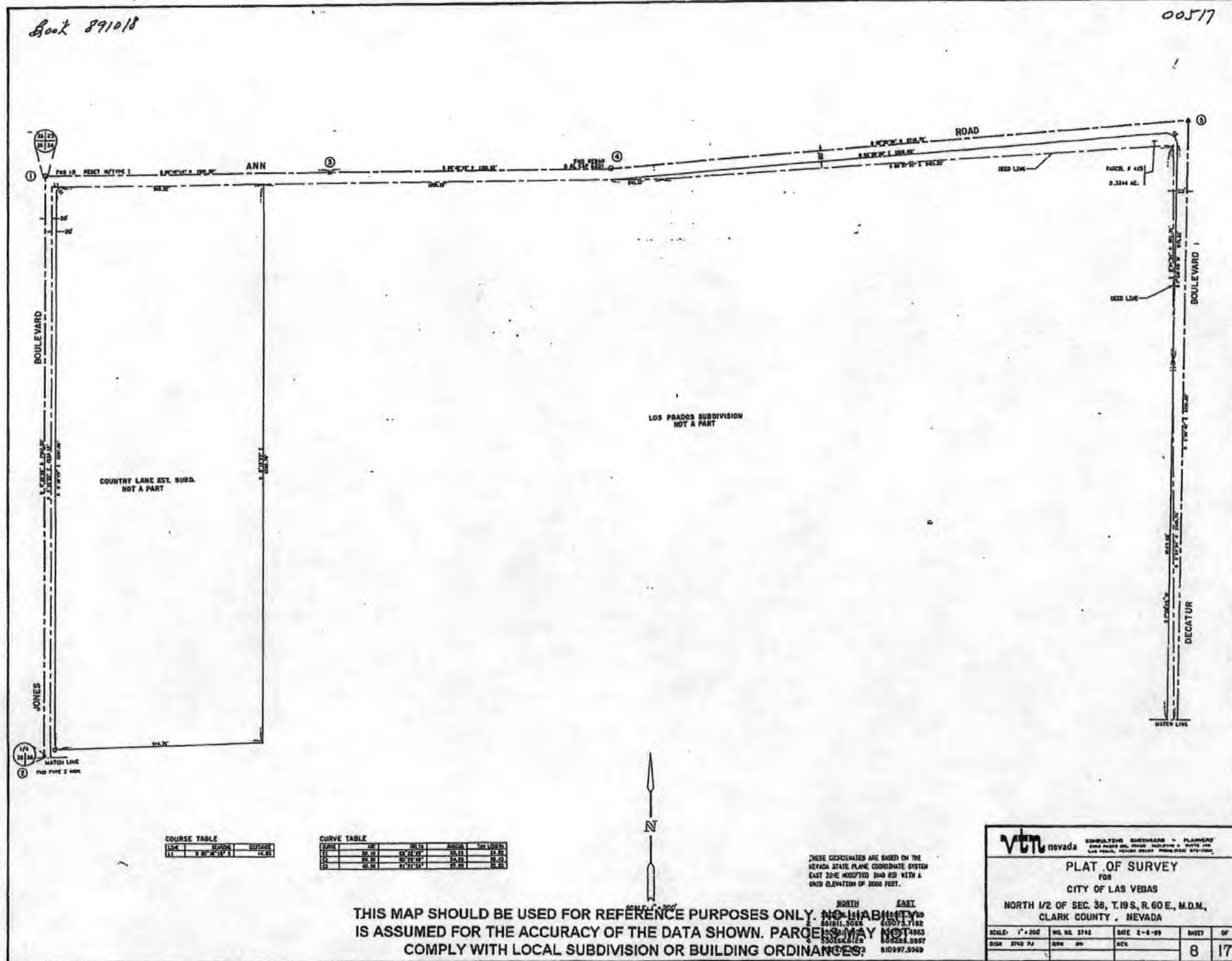
Book 891018

00517



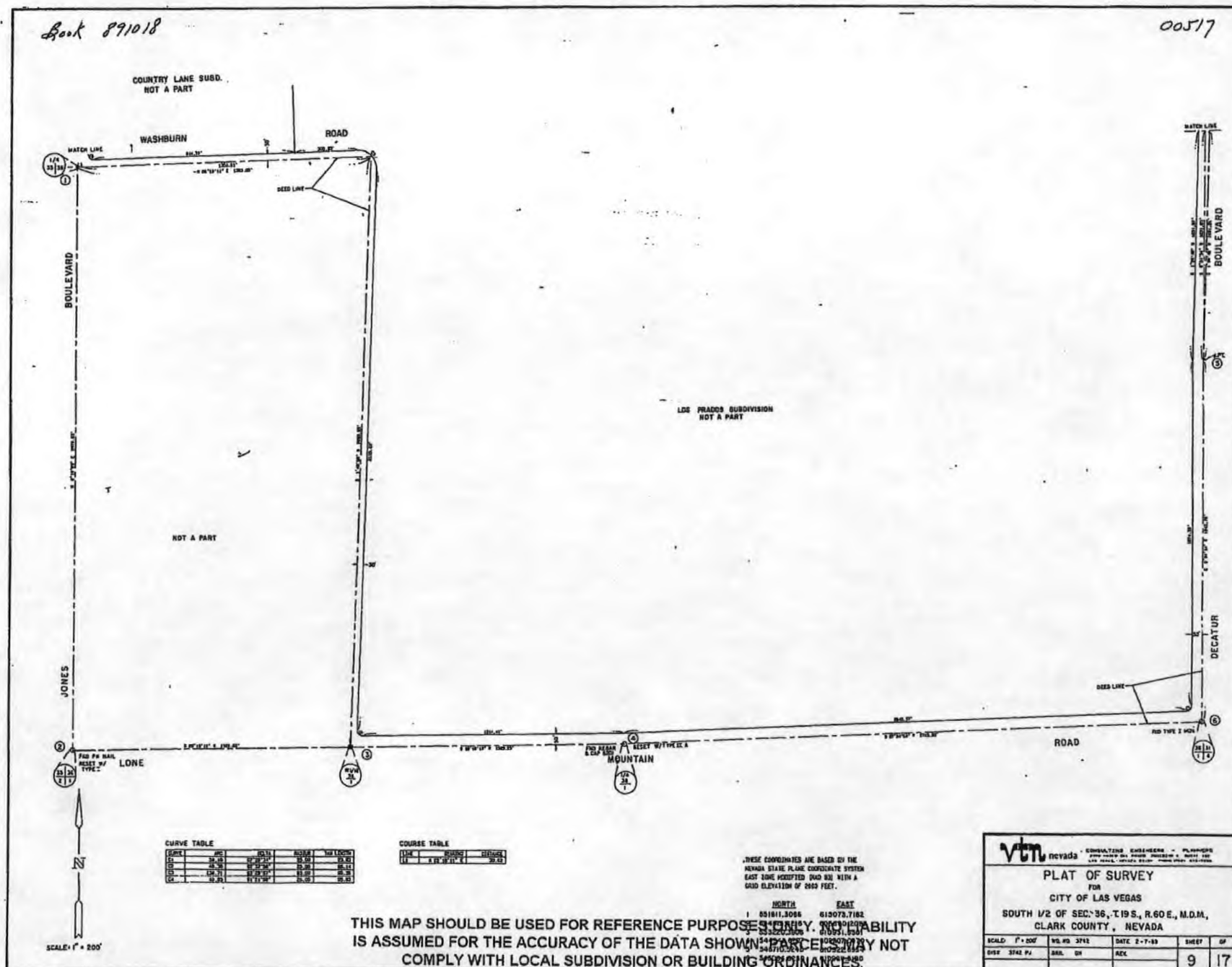
Book 891018

00517



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00517



00517

Book 891018



FINO CORNER MON. 1918

GRAND

TETON

DRIVE



FINO CORNER
8 CAP. 6137
SHEET W/ TYPE 2.4

BOULEVARD

1.25' ±

DECATUR



FARM

416

ROAD

LANE

1.25' ±

ALLEN



THESE COORDINATES ARE BASED ON THE
NEVADA STATE PLANE COORDINATE SYSTEM
EAST ZONE MODIFIED GRID AND WITH A
GRID ELEVATION OF 2000 FEET.

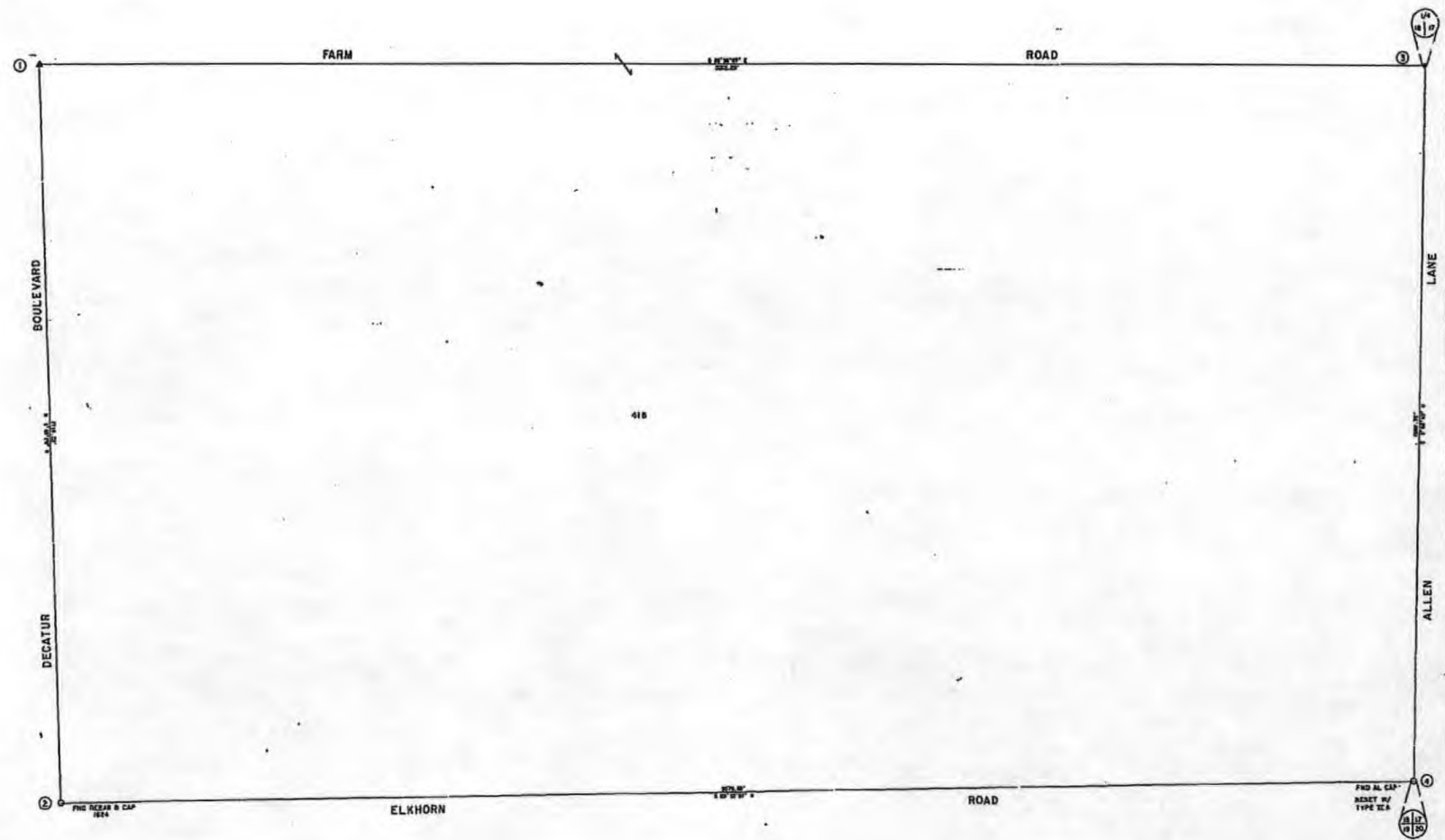
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vtm nevada		CONSULTING ENGINEERS - PLANNERS	
2000 PLAZA SUITE 2000 LAS VEGAS, NV 89102		PHONE 752-1111 FAX 752-1112	
PLAT OF SURVEY			
FOR			
CITY OF LAS VEGAS			
NORTH 1/2 OF SEC. 18, T.19S., R.61E., M.D.M.,			
CLARK COUNTY, NEVADA			
SCALE 1" = 200'	W.D. NO. 3742	DATE 2-14-89	SHEET 10 OF 17
DRAWN BY P.J.	CHECKED BY	REVISIONS	

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THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARTIAL MAPS MUST COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

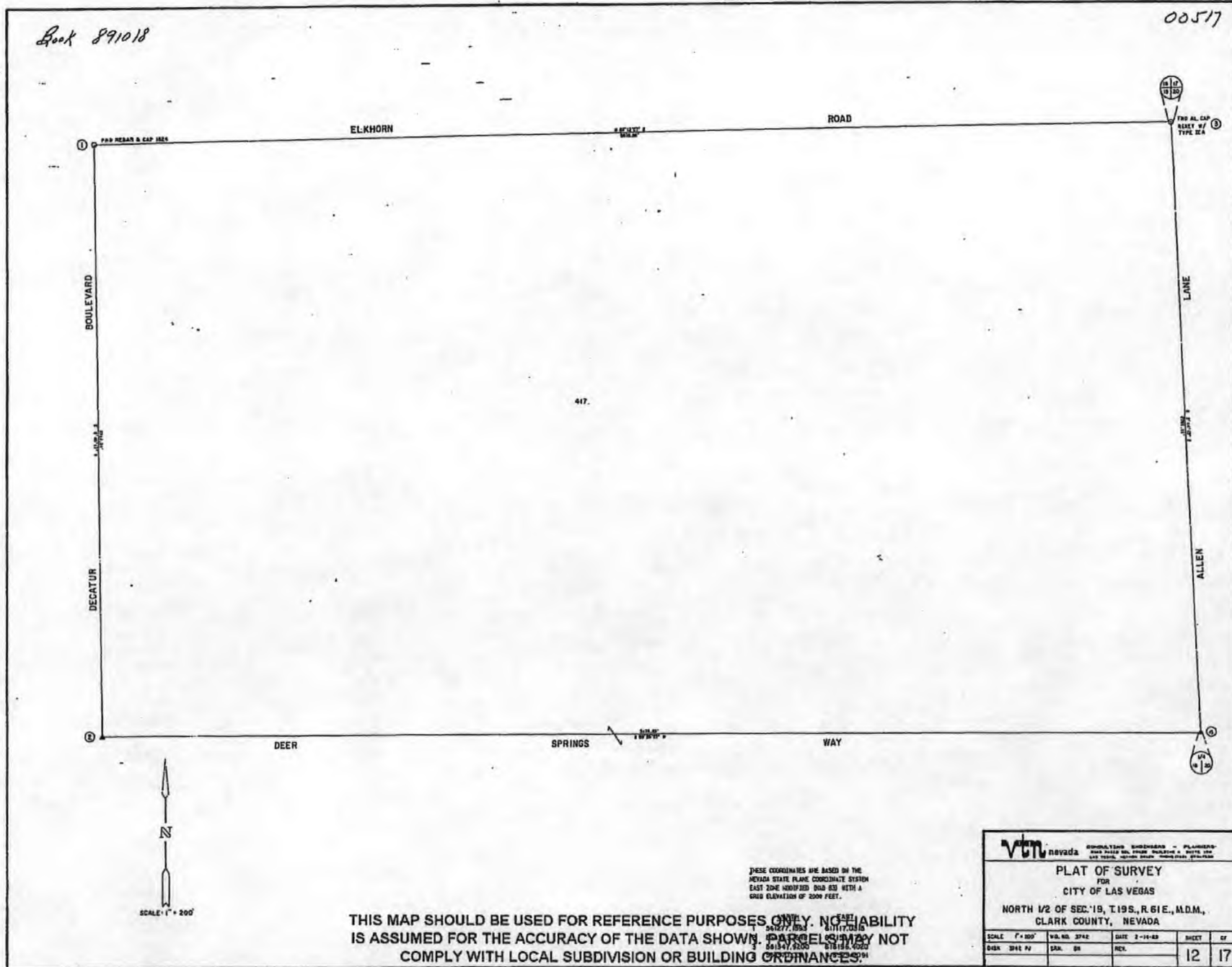
THESE COORDINATES ARE BASED ON THE NEVADA STATE PLANE COORDINATE SYSTEM EAST ZONE MODIFIED ROAD 832 WITH A GRID ELEVATION OF 2500 FEET.

VCM Nevada		CONSULTING ENGINEERS - PLANNERS	
PLAT OF SURVEY FOR CITY OF LAS VEGAS SOUTH 1/2 OF SEC. 18, T.19S., R.61E., M.D.M., CLARK COUNTY, NEVADA			
SCALE: 1" = 200'	NO. 10 3745	DATE: 2-14-89	SHEET: 11
SIGN: 3742 PJ	DRN: DR	REV:	17

File 52 Page 70

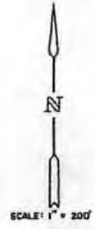
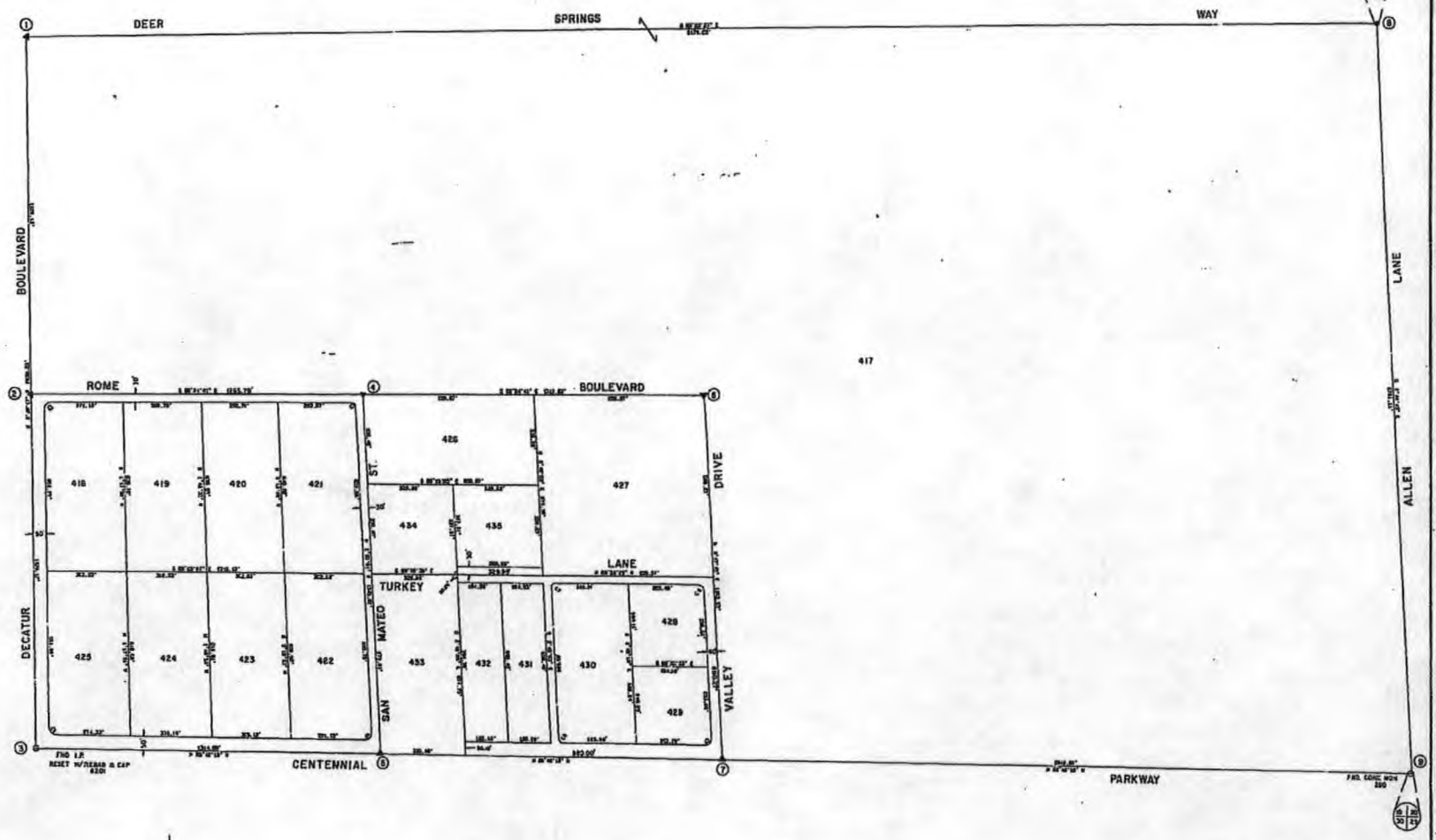
Book 891018

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Look 891018



CURVE TABLE				
CURVE	CHORD	ANGLE	CHORD	ANGLE
1	10.00	90° 00' 00"	10.00	90° 00' 00"
2	10.00	120° 00' 00"	10.00	120° 00' 00"
3	10.00	150° 00' 00"	10.00	150° 00' 00"
4	10.00	180° 00' 00"	10.00	180° 00' 00"
5	10.00	210° 00' 00"	10.00	210° 00' 00"
6	10.00	240° 00' 00"	10.00	240° 00' 00"
7	10.00	270° 00' 00"	10.00	270° 00' 00"
8	10.00	300° 00' 00"	10.00	300° 00' 00"
9	10.00	330° 00' 00"	10.00	330° 00' 00"
10	10.00	360° 00' 00"	10.00	360° 00' 00"

THESE COORDINATES ARE BASED ON THE NEVADA STATE PLANE COORDINATE SYSTEM EAST ZONE HORIZONTAL (NAD 83) WITH A GRID ELEVATION OF 2000 FEET.

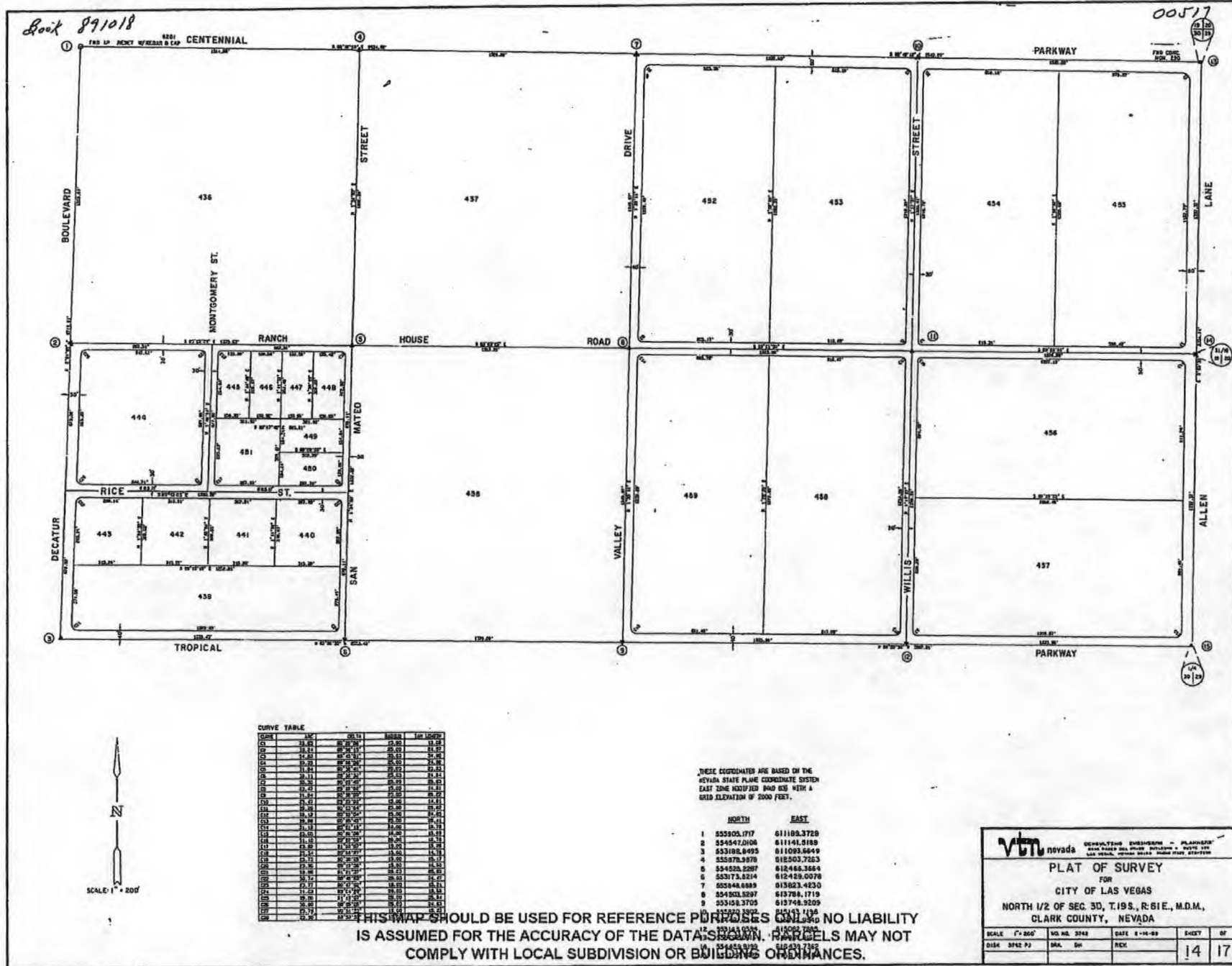
NORTH		EAST	
1	858843.1648	611183.5790	
2	857234.1893	611171.4780	
3	855903.1717	611189.3728	
4	857221.1630	612437.1872	
5	857207.8624	615707.1255	
6	858843.1648	611183.5790	
7	857234.1893	611171.4780	
8	855903.1717	611189.3728	
9	857221.1630	612437.1872	
10	857207.8624	615707.1255	

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. LARGE SCALE MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

vtv nevada		CONSULTATION SURVEYOR - PLANNING	
PLAT OF SURVEY			
FOR			
CITY OF LAS VEGAS			
SOUTH 1/2 OF SEC. 19, T.19 S., R.61 E., M.D.M., CLARK COUNTY, NEVADA			
SCALE	1" = 200'	REV. NO.	DATE
DRAWN	DATE	BY	DATE
SHEET		OF	
13		17	

00517

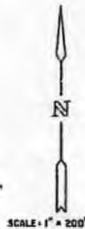
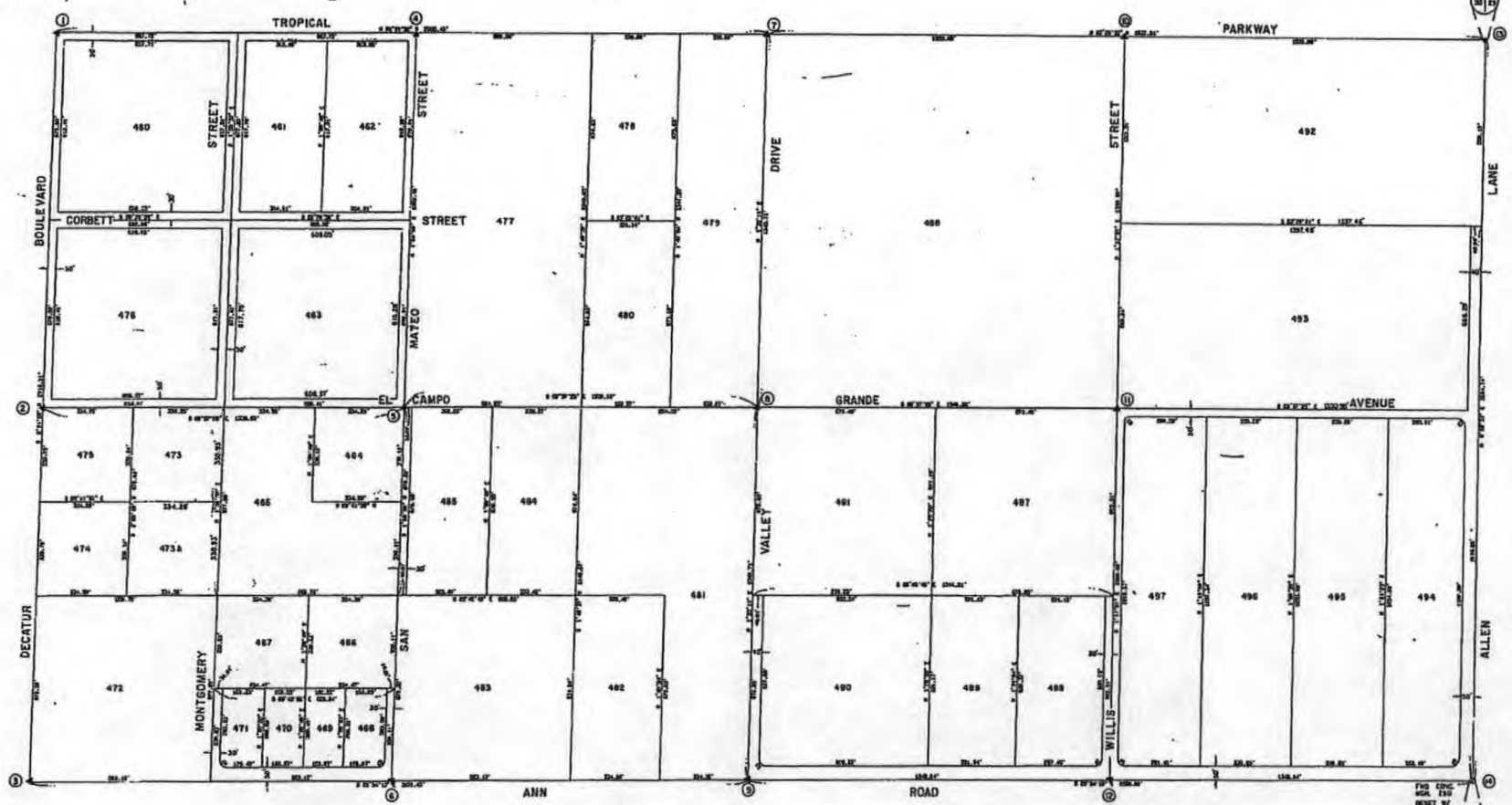
Book 891018



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00517



CURVE TABLE

STATION	CHORD BE	CHORD BR	CHORD BT	CHORD BT	CHORD BT
1	100.00	100.00	100.00	100.00	100.00
2	100.00	100.00	100.00	100.00	100.00
3	100.00	100.00	100.00	100.00	100.00
4	100.00	100.00	100.00	100.00	100.00
5	100.00	100.00	100.00	100.00	100.00
6	100.00	100.00	100.00	100.00	100.00
7	100.00	100.00	100.00	100.00	100.00
8	100.00	100.00	100.00	100.00	100.00
9	100.00	100.00	100.00	100.00	100.00
10	100.00	100.00	100.00	100.00	100.00
11	100.00	100.00	100.00	100.00	100.00
12	100.00	100.00	100.00	100.00	100.00
13	100.00	100.00	100.00	100.00	100.00
14	100.00	100.00	100.00	100.00	100.00
15	100.00	100.00	100.00	100.00	100.00
16	100.00	100.00	100.00	100.00	100.00
17	100.00	100.00	100.00	100.00	100.00
18	100.00	100.00	100.00	100.00	100.00
19	100.00	100.00	100.00	100.00	100.00
20	100.00	100.00	100.00	100.00	100.00

THESE COORDINATES ARE BASED ON THE NEVADA STATE PLANE COORDINATE SYSTEM EAST ZONE MODIFIED AND ARE WITH A GRID ELEVATION OF 2000 FEET.

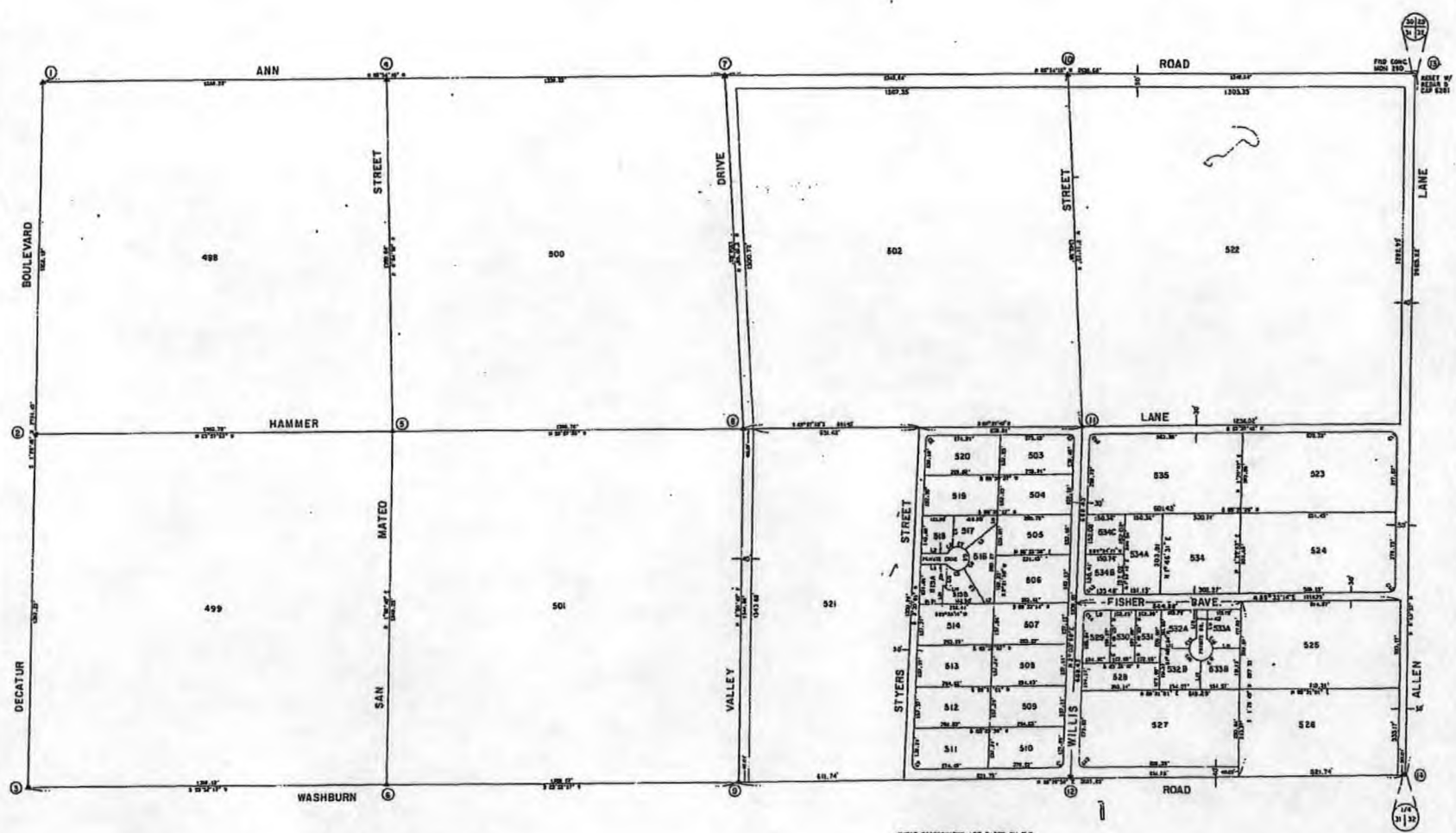
	NORTH	EAST
1	55368.8485	611095.8849
2	551830.6884	611045.8109
3	550472.3273	610957.5589
4	548173.6254	610429.0078
5	545182.5072	610282.5900
6	540470.2531	612356.1689
7	535150.3705	613749.9209
8	531011.1787	613711.8688
9	530487.2528	613274.9188
10	525143.0584	612992.7088
11	520048.5535	612542.4304
12	515048.5535	612542.4304
13	510048.5535	612542.4304
14	505048.5535	612542.4304
15	500048.5535	612542.4304
16	495048.5535	612542.4304
17	490048.5535	612542.4304
18	485048.5535	612542.4304
19	480048.5535	612542.4304
20	475048.5535	612542.4304

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ACCEPTANCE MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

		CONSULTING ENGINEERS - PLANNERS 4000 LAS VEGAS BLVD. SUITE 200 LAS VEGAS, NEVADA 89169-1000	
PLAT OF SURVEY FOR CITY OF LAS VEGAS SOUTH 1/2 OF SEC. 30, T.19 S., R.6 E., M.D.M., CLARK COUNTY, NEVADA			
SCALE: 1" = 200'	W.D. NO. 2742	DATE: 5-14-89	SHEET: 15 OF 17
DRAWN BY: JH	CHECKED BY: JH	DATE: 5-14-89	BY: JH

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Book 891018



COURSE TABLE

LINE	BEARING	DISTANCE
1	S 89° 10' 18" E	100.00
2	S 89° 10' 18" E	100.00
3	S 89° 10' 18" E	100.00
4	S 89° 10' 18" E	100.00
5	S 89° 10' 18" E	100.00
6	S 89° 10' 18" E	100.00
7	S 89° 10' 18" E	100.00
8	S 89° 10' 18" E	100.00
9	S 89° 10' 18" E	100.00
10	S 89° 10' 18" E	100.00
11	S 89° 10' 18" E	100.00
12	S 89° 10' 18" E	100.00
13	S 89° 10' 18" E	100.00
14	S 89° 10' 18" E	100.00
15	S 89° 10' 18" E	100.00
16	S 89° 10' 18" E	100.00
17	S 89° 10' 18" E	100.00
18	S 89° 10' 18" E	100.00
19	S 89° 10' 18" E	100.00
20	S 89° 10' 18" E	100.00
21	S 89° 10' 18" E	100.00
22	S 89° 10' 18" E	100.00
23	S 89° 10' 18" E	100.00
24	S 89° 10' 18" E	100.00
25	S 89° 10' 18" E	100.00
26	S 89° 10' 18" E	100.00
27	S 89° 10' 18" E	100.00
28	S 89° 10' 18" E	100.00
29	S 89° 10' 18" E	100.00
30	S 89° 10' 18" E	100.00
31	S 89° 10' 18" E	100.00
32	S 89° 10' 18" E	100.00
33	S 89° 10' 18" E	100.00
34	S 89° 10' 18" E	100.00
35	S 89° 10' 18" E	100.00
36	S 89° 10' 18" E	100.00
37	S 89° 10' 18" E	100.00
38	S 89° 10' 18" E	100.00
39	S 89° 10' 18" E	100.00
40	S 89° 10' 18" E	100.00
41	S 89° 10' 18" E	100.00
42	S 89° 10' 18" E	100.00
43	S 89° 10' 18" E	100.00
44	S 89° 10' 18" E	100.00
45	S 89° 10' 18" E	100.00
46	S 89° 10' 18" E	100.00
47	S 89° 10' 18" E	100.00
48	S 89° 10' 18" E	100.00
49	S 89° 10' 18" E	100.00
50	S 89° 10' 18" E	100.00
51	S 89° 10' 18" E	100.00
52	S 89° 10' 18" E	100.00
53	S 89° 10' 18" E	100.00
54	S 89° 10' 18" E	100.00
55	S 89° 10' 18" E	100.00
56	S 89° 10' 18" E	100.00
57	S 89° 10' 18" E	100.00
58	S 89° 10' 18" E	100.00
59	S 89° 10' 18" E	100.00
60	S 89° 10' 18" E	100.00
61	S 89° 10' 18" E	100.00
62	S 89° 10' 18" E	100.00
63	S 89° 10' 18" E	100.00
64	S 89° 10' 18" E	100.00
65	S 89° 10' 18" E	100.00
66	S 89° 10' 18" E	100.00
67	S 89° 10' 18" E	100.00
68	S 89° 10' 18" E	100.00
69	S 89° 10' 18" E	100.00
70	S 89° 10' 18" E	100.00
71	S 89° 10' 18" E	100.00
72	S 89° 10' 18" E	100.00
73	S 89° 10' 18" E	100.00
74	S 89° 10' 18" E	100.00
75	S 89° 10' 18" E	100.00
76	S 89° 10' 18" E	100.00
77	S 89° 10' 18" E	100.00
78	S 89° 10' 18" E	100.00
79	S 89° 10' 18" E	100.00
80	S 89° 10' 18" E	100.00
81	S 89° 10' 18" E	100.00
82	S 89° 10' 18" E	100.00
83	S 89° 10' 18" E	100.00
84	S 89° 10' 18" E	100.00
85	S 89° 10' 18" E	100.00
86	S 89° 10' 18" E	100.00
87	S 89° 10' 18" E	100.00
88	S 89° 10' 18" E	100.00
89	S 89° 10' 18" E	100.00
90	S 89° 10' 18" E	100.00
91	S 89° 10' 18" E	100.00
92	S 89° 10' 18" E	100.00
93	S 89° 10' 18" E	100.00
94	S 89° 10' 18" E	100.00
95	S 89° 10' 18" E	100.00
96	S 89° 10' 18" E	100.00
97	S 89° 10' 18" E	100.00
98	S 89° 10' 18" E	100.00
99	S 89° 10' 18" E	100.00
100	S 89° 10' 18" E	100.00

CURVE TABLE

LINE	BEARING	DISTANCE
1	S 89° 10' 18" E	100.00
2	S 89° 10' 18" E	100.00
3	S 89° 10' 18" E	100.00
4	S 89° 10' 18" E	100.00
5	S 89° 10' 18" E	100.00
6	S 89° 10' 18" E	100.00
7	S 89° 10' 18" E	100.00
8	S 89° 10' 18" E	100.00
9	S 89° 10' 18" E	100.00
10	S 89° 10' 18" E	100.00
11	S 89° 10' 18" E	100.00
12	S 89° 10' 18" E	100.00
13	S 89° 10' 18" E	100.00
14	S 89° 10' 18" E	100.00
15	S 89° 10' 18" E	100.00
16	S 89° 10' 18" E	100.00
17	S 89° 10' 18" E	100.00
18	S 89° 10' 18" E	100.00
19	S 89° 10' 18" E	100.00
20	S 89° 10' 18" E	100.00
21	S 89° 10' 18" E	100.00
22	S 89° 10' 18" E	100.00
23	S 89° 10' 18" E	100.00
24	S 89° 10' 18" E	100.00
25	S 89° 10' 18" E	100.00
26	S 89° 10' 18" E	100.00
27	S 89° 10' 18" E	100.00
28	S 89° 10' 18" E	100.00
29	S 89° 10' 18" E	100.00
30	S 89° 10' 18" E	100.00
31	S 89° 10' 18" E	100.00
32	S 89° 10' 18" E	100.00
33	S 89° 10' 18" E	100.00
34	S 89° 10' 18" E	100.00
35	S 89° 10' 18" E	100.00
36	S 89° 10' 18" E	100.00
37	S 89° 10' 18" E	100.00
38	S 89° 10' 18" E	100.00
39	S 89° 10' 18" E	100.00
40	S 89° 10' 18" E	100.00
41	S 89° 10' 18" E	100.00
42	S 89° 10' 18" E	100.00
43	S 89° 10' 18" E	100.00
44	S 89° 10' 18" E	100.00
45	S 89° 10' 18" E	100.00
46	S 89° 10' 18" E	100.00
47	S 89° 10' 18" E	100.00
48	S 89° 10' 18" E	100.00
49	S 89° 10' 18" E	100.00
50	S 89° 10' 18" E	100.00
51	S 89° 10' 18" E	100.00
52	S 89° 10' 18" E	100.00
53	S 89° 10' 18" E	100.00
54	S 89° 10' 18" E	100.00
55	S 89° 10' 18" E	100.00
56	S 89° 10' 18" E	100.00
57	S 89° 10' 18" E	100.00
58	S 89° 10' 18" E	100.00
59	S 89° 10' 18" E	100.00
60	S 89° 10' 18" E	100.00
61	S 89° 10' 18" E	100.00
62	S 89° 10' 18" E	100.00
63	S 89° 10' 18" E	100.00
64	S 89° 10' 18" E	100.00
65	S 89° 10' 18" E	100.00
66	S 89° 10' 18" E	100.00
67	S 89° 10' 18" E	100.00
68	S 89° 10' 18" E	100.00
69	S 89° 10' 18" E	100.00
70	S 89° 10' 18" E	100.00
71	S 89° 10' 18" E	100.00
72	S 89° 10' 18" E	100.00
73	S 89° 10' 18" E	100.00
74	S 89° 10' 18" E	100.00
75	S 89° 10' 18" E	100.00
76	S 89° 10' 18" E	100.00
77	S 89° 10' 18" E	100.00
78	S 89° 10' 18" E	100.00
79	S 89° 10' 18" E	100.00
80	S 89° 10' 18" E	100.00
81	S 89° 10' 18" E	100.00
82	S 89° 10' 18" E	100.00
83	S 89° 10' 18" E	100.00
84	S 89° 10' 18" E	100.00
85	S 89° 10' 18" E	100.00
86	S 89° 10' 18" E	100.00
87	S 89° 10' 18" E	100.00
88	S 89° 10' 18" E	100.00
89	S 89° 10' 18" E	100.00
90	S 89° 10' 18" E	100.00
91	S 89° 10' 18" E	100.00
92	S 89° 10' 18" E	100.00
93	S 89° 10' 18" E	100.00
94	S 89° 10' 18" E	100.00
95	S 89° 10' 18" E	100.00
96	S 89° 10' 18" E	100.00
97	S 89° 10' 18" E	100.00
98	S 89° 10' 18" E	100.00
99	S 89° 10' 18" E	100.00
100	S 89° 10' 18" E	100.00

THESE COORDINATES ARE BASED ON THE NEVADA STATE PLANE COORDINATE SYSTEM EAST ZONE HORIZONTAL BAND 800 WITH A GRID ELEVATION OF 2000 FEET.

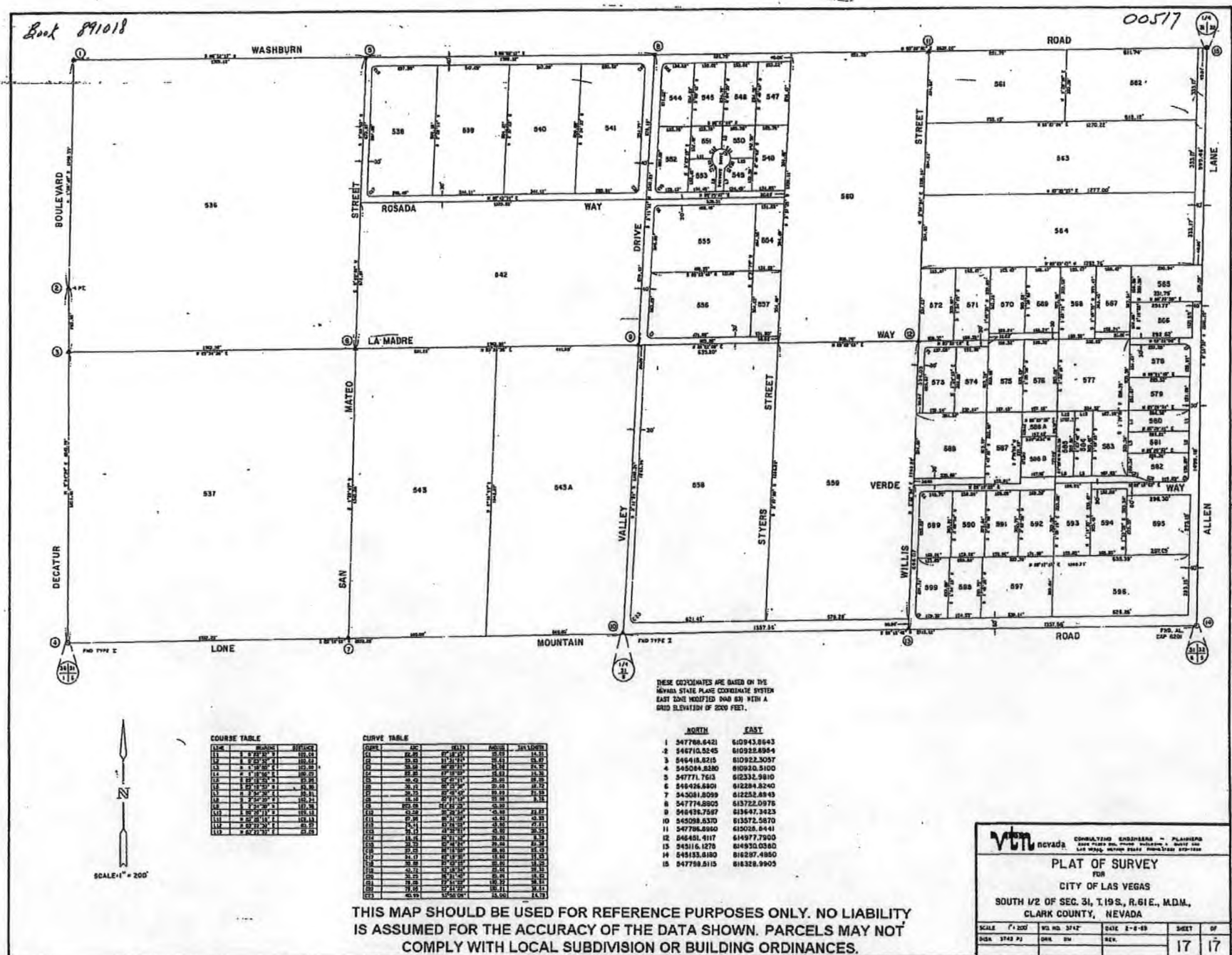
	NORTH	EAST
1	550472.2273	610997.5599
2	549120.8088	610970.3110
3	547768.8431	610943.8543
4	530470.2201	612336.1965
5	549119.7039	612387.6124
6	547771.7051	612332.5810
7	620467.8828	613274.4108
8	540118.5613	613744.3137
9	547774.9805	613722.0976
10	550463.6599	615022.4564
11	547768.8431	615022.4564
12	547768.8431	615022.4564
13	547768.8431	615022.4564
14	547768.8431	615022.4564

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO WARRANTY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

PLAT OF SURVEY			
FOR			
CITY OF LAS VEGAS			
NORTH 1/2 OF SEC. 31, T19S, R.61E, M.D.M.,			
CLARK COUNTY, NEVADA			
SCALE 1"=200'	NO. 5272	DATE 2-9-88	SHEET 16
DRAWN BY	CHKD BY	REC'D BY	17

00517

Book 891018



THESE COORDINATES ARE BASED ON THE NEVADA STATE PLANE COORDINATE SYSTEM EAST ZONE MODIFIED 1983 WITH A GRID ELEVATION OF 2000 FEET.

COURSE TABLE

LINE	BEARING	DISTANCE
11	S 89° 00' 00" W	100.00
12	S 89° 00' 00" W	100.00
13	S 89° 00' 00" W	100.00
14	S 89° 00' 00" W	100.00
15	S 89° 00' 00" W	100.00
16	S 89° 00' 00" W	100.00
17	S 89° 00' 00" W	100.00
18	S 89° 00' 00" W	100.00
19	S 89° 00' 00" W	100.00
20	S 89° 00' 00" W	100.00
21	S 89° 00' 00" W	100.00
22	S 89° 00' 00" W	100.00
23	S 89° 00' 00" W	100.00
24	S 89° 00' 00" W	100.00
25	S 89° 00' 00" W	100.00
26	S 89° 00' 00" W	100.00
27	S 89° 00' 00" W	100.00
28	S 89° 00' 00" W	100.00
29	S 89° 00' 00" W	100.00
30	S 89° 00' 00" W	100.00

CURVE TABLE

LINE	PC	PT	PI	PD	EA	EB	EC	ED	EA	EB	EC	ED
11	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
12	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
13	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
14	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
15	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
16	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
17	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
18	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
19	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
20	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
21	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
22	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
23	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
24	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
25	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
26	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
27	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
28	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
29	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
30	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00

NORTH EAST

LINE	NORTH	EAST
1	347768.6421	60943.8643
2	347768.6421	60943.8643
3	347768.6421	60943.8643
4	347768.6421	60943.8643
5	347768.6421	60943.8643
6	347768.6421	60943.8643
7	347768.6421	60943.8643
8	347768.6421	60943.8643
9	347768.6421	60943.8643
10	347768.6421	60943.8643
11	347768.6421	60943.8643
12	347768.6421	60943.8643
13	347768.6421	60943.8643
14	347768.6421	60943.8643
15	347768.6421	60943.8643

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

PLAT OF SURVEY
FOR
CITY OF LAS VEGAS
SOUTH 1/2 OF SEC. 31, T19S, R.61E., MDM,
CLARK COUNTY, NEVADA

SCALE	1" = 200'	DATE	1-1-88	SHEET	17
DRAWN	STAS PJ	CHECKED	DM	DATE	1-1-88

20000111

00713



SCALE: 1" = 300'

OWNERS CERTIFICATE

The City of Las Vegas does hereby certify that being the owner of the whole or some portion, has caused a Boundary Line Adjustment Survey to be performed as indicated herein and that he has examined and approved the plat and corners to and authorize the recording of same, and agrees to prepare and execute the required documents, tracing any and all adjustments on known portion and to release all required documentation concerning any existing easements affecting the lands shown herein to the providers of R/S 218.010 through 218.050, inclusive. The land being transferred is currently exempt from taxation.

David B. Goodman 7/15/99
Owner & Goodman
Mayor
David B. Goodman 7/15/99
Attest: David B. Goodman
City Clerk
Approved As To Form:
Thomas R. Allen
Deputy City Attorney

ACKNOWLEDGEMENT

State of Nevada ss
County of Clark

This instrument was acknowledged before me on this 15th day of July, 1999, by David B. Goodman, as Mayor of the City of Las Vegas, and Thomas R. Allen, as City Clerk of the City of Las Vegas.

David B. Goodman
Notary Public in and for said County & State
My commission expires on 7/15/2001



See sheet 2 for additional Owner's Certificates

SURVEYOR'S CERTIFICATE

- I, Rita H. Linnick, a Professional Land Surveyor in the State of Nevada, certify that:
- This is a true and accurate representation of a survey made under my direct supervision of the boundaries of the parcels as shown herein at the request of the City of Las Vegas.
 - All corners and angle points of the adjusted boundary line have been defined by monuments or will be defined on a document of record as required by NRS 620.340.
 - This plat complies with the applicable statute and any local ordinances in effect on the date that the governing body gave its final approval. This map is not in conflict with the provisions of NRS 218.010 through 218.050, inclusive.
 - The lands surveyed lie within Sections 18 and 24, Township 14 South, Range 30 East, NDM, City of Las Vegas, Nevada, and Sections 18 and 19, Township 14 South, Range 30 East, NDM, City of Las Vegas, Nevada, and the survey was completed on July 9, 1999.

Rita H. Linnick, PLS
Nevada Certificate No. 3004



APPROVALS

This map has been approved for the purpose of a Boundary Line Adjustment in accordance with the provisions of NRS 218.010 through 218.050, inclusive, on this 15th day of JULY, 1999.

PL Chen 1-10-3-99
PL Chen, Director
Department of Planning & Development
David Anderson PE 400
City Engineer 10-27-99

RECORDER'S NOTE

Any subsequent changes to this map should be examined and may be determined by reference to the County Recorder's consecutive map index. NRS 218.040.

TRANSFER AREAS

From City of Las Vegas to APN 125-13-710-010 61,294 S.F.
From City of Las Vegas to APN 125-13-840-010 4,416 S.F.
From APN 125-13-840-010 to City of Las Vegas 5,404 S.F.
From City of Las Vegas to APN 125-13-840-010 14,380 S.F.
From City of Las Vegas to APN 125-13-840-010 40,730 S.F.
From City of Las Vegas to APN 125-13-840-010 10,426 S.F.
From City of Las Vegas to APN 125-13-840-010 11,224 S.F.
From City of Las Vegas to APN 125-13-840-010 20,326 S.F.
From City of Las Vegas to APN 125-13-840-010 40,270 S.F.
From City of Las Vegas to APN 125-13-840-010 5,574 S.F.
From City of Las Vegas to APN 125-13-840-010 85,541 S.F.
From City of Las Vegas to APN 125-13-840-010 146,038 S.F.
From City of Las Vegas to APN 125-13-840-010 45,712 S.F.
From City of Las Vegas to APN 125-13-840-010 47,810 S.F.
From City of Las Vegas to APN 125-13-840-010 30,625 S.F.
From City of Las Vegas to APN 125-13-840-010 46,841 S.F.

SURVEYOR'S NOTE

The land being transferred is a portion of lands which were subject to an Indemnification to adjust title lines in 1981 in the District Court of Clark County, Nevada. A judgement and Decree Quelling Title was entered by District Judge Charles Thompson October 25, 1981 which established the location of streets and parcel boundaries in the area under consideration. A235-603 and A274-127, Decree "1".

Subsequent Dependent Easements by the U.S. Bureau of Land Management in 1982 and 1983 determined that a portion of the land depicted herein was in fact owned by the U.S.A. and that those owners who occupied those portions were in trespass on Federal Land.

The City of Las Vegas, on behalf of the affected owners petitioned the Congress of the United States of America for relief. On November 14, 1993, President Clinton signed Public Law 103-267 which allows the City of Las Vegas to purchase the land at the 1983 appraised value in order to distribute it among the affected owners.

The purpose of this map is to divide the government's land shown and facilitate the transfer to the adjacent owners.

REFERENCES

Lytlebrook Large Lots Book 04, Page 20
Record of Survey File 16, Page 44
Record of Survey File 02, Page 81
Record of Survey File 52, Page 70
BLM Supplemental Plat of Section 18, Township 14 South, Range 30 East, NDM, accepted November 11, 1993
BLM Supplemental Plat of Section 19, Township 14 South, Range 30 East, NDM, accepted November 11, 1993

SHEET 1 OF 7

RECORD OF SURVEY BOUNDARY LINE ADJUSTMENT POR. OF SEC. 18 & 24, T. 14 S. R. 30 E. NDM, CITY OF LAS VEGAS, NEVADA and POR. OF SEC. 18 & 19, T. 14 S. R. 30 E. NDM, CITY OF NORTH LAS VEGAS, NEVADA		Instrument No. <u>00713</u> Filed at the request of the CITY OF LAS VEGAS Date <u>11/17/2000</u> at <u>11:24</u> of Survey Official Records Book No. <u>2000000</u> Clark County Nevada Records Jacob A. Vandover, Recorder Fee <u>17.00</u> Deputy <u>CLB</u>
DRAWN BY: <u>NLP</u> CHECKED BY: DATE: <u>JUNE, 1999</u> FILE NAME: <u>DECATURVEY.PRG</u>		

FILE 106 PAGE 0081

10-18-96-81-503

20000111

00713

OWNERS CERTIFICATE

Iron Mountain Ranch, LLC, does hereby certify that being the owner of the lands as shown herein, has caused a Boundary Line Adjustment Survey to be performed as indicated herein and that we have examined and approved the plat and consent to and authorize the recording of same. Further, we agree to prepare and execute the required documents creating any and all easements as shown herein and to execute all required documentation concerning any existing easements affecting the lands shown herein pursuant to the provisions of NRS 218.020 through 218.050, inclusive. The land being transferred is currently exempt from taxation.

Edw. J. P. P. P. 9-9-99 Date
Edward J. P. P. P., President
Iron Mountain Ranch, LLC

ACKNOWLEDGEMENT

State of Nevada 55
County of Clark
This instrument was acknowledged before me on this 9th day of September, 1999, by *Edw. J. P. P. P.* of Iron Mountain Ranch, LLC.
I, *THOMAS W. WEST*, Notary Public in and for said County & State.
My commission expires on 5-13-2000

OWNERS CERTIFICATE

D.J. LLC, a Nevada Limited Liability Company, does hereby certify that being the owner of the lands as shown herein, has caused a Boundary Line Adjustment Survey to be performed as indicated herein and that we have examined and approved the plat and consent to and authorize the recording of same. Further, we agree to prepare and execute the required documents creating any and all easements as shown herein and to execute all required documentation concerning any existing easements affecting the lands shown herein pursuant to the provisions of NRS 218.020 through 218.050, inclusive. The land being transferred is currently exempt from taxation.

Frank Nelson 9-16-99 Date
Frank Nelson
D.J. LLC, a Nevada Limited Liability Company

ACKNOWLEDGEMENT

State of Nevada 55
County of Clark
This instrument was acknowledged before me on this 16th day of September, 1999, by *Frank Nelson* of D.J. LLC, a Nevada Limited Liability Company.
I, *THOMAS W. WEST*, Notary Public in and for said County & State.
My commission expires on 5-13-2000

OWNERS CERTIFICATE

Kentall Hill Homes Nevada, Inc., does hereby certify that being the owner of the lands as shown herein, has caused a Boundary Line Adjustment Survey to be performed as indicated herein and that we have examined and approved the plat and consent to and authorize the recording of same. Further, we agree to prepare and execute the required documents creating any and all easements as shown herein and to execute all required documentation concerning any existing easements affecting the lands shown herein pursuant to the provisions of NRS 218.020 through 218.050, inclusive. The land being transferred is currently exempt from taxation.

Lee Vonnahme 9-24-99 Date
Lee Vonnahme, Division Manager, Las Vegas
Kentall Hill Homes Nevada, Inc.

ACKNOWLEDGEMENT

State of Nevada 55
County of Clark
This instrument was acknowledged before me on this 24th day of September, 1999, by *Lee Vonnahme* of Kentall Hill Homes Nevada, Inc.
I, *THOMAS W. WEST*, Notary Public in and for said County & State.
My commission expires on 5-13-2000

OWNERS CERTIFICATE

The Gates LLC, a Nevada Limited Liability Company, does hereby certify that being the owner of the lands as shown herein, has caused a Boundary Line Adjustment Survey to be performed as indicated herein and that we have examined and approved the plat and consent to and authorize the recording of same. Further, we agree to prepare and execute the required documents creating any and all easements as shown herein and to execute all required documentation concerning any existing easements affecting the lands shown herein pursuant to the provisions of NRS 218.020 through 218.050, inclusive. The land being transferred is currently exempt from taxation.

Joseph M. Gates 9/9/99 Date
Joseph M. Gates, Manager
The Gates LLC, a Nevada Limited Liability Company

ACKNOWLEDGEMENT

State of Nevada 55
County of Clark
This instrument was acknowledged before me on this 9th day of September, 1999, by *Joseph M. Gates* of The Gates LLC, a Nevada Limited Liability Company.
I, *THOMAS W. WEST*, Notary Public in and for said County & State.
My commission expires on 5-13-2000

OWNERS CERTIFICATE

James Dale Cunningham, do hereby certify that being the owner of the lands as shown herein, has caused a Boundary Line Adjustment Survey to be performed as indicated herein and that we have examined and approved the plat and consent to and authorize the recording of same. Further, we agree to prepare and execute the required documents creating any and all easements as shown herein and to execute all required documentation concerning any existing easements affecting the lands shown herein pursuant to the provisions of NRS 218.020 through 218.050, inclusive. The land being transferred is currently exempt from taxation.

James Dale Cunningham 9/14/99 Date
James Dale Cunningham

ACKNOWLEDGEMENT

State of Nevada 55
County of Clark
This instrument was acknowledged before me on this 14th day of September, 1999, by *James Dale Cunningham*.
I, *THOMAS W. WEST*, Notary Public in and for said County & State.
My commission expires on 5-13-2000

OWNERS CERTIFICATE

Las Jarratt Corral, Rex A. Jarratt, Jr., and Roberto Jarratt Schuchman, Trustees of the REO Jarratt's Corral Trust, do hereby certify that being the owner of the lands as shown herein, has caused a Boundary Line Adjustment Survey to be performed as indicated herein and that we have examined and approved the plat and consent to and authorize the recording of same. Further, we agree to prepare and execute the required documents creating any and all easements as shown herein and to execute all required documentation concerning any existing easements affecting the lands shown herein pursuant to the provisions of NRS 218.020 through 218.050, inclusive. The land being transferred is currently exempt from taxation.

Rob Jarratt Corral 12-17-99 Date
Rob Jarratt Corral

Rob Jarratt Corral 12-17-99 Date
Rob Jarratt Corral, Jr.

Rob Jarratt Corral 12-17-99 Date
Rob Jarratt Corral, Jr., ATTORNEY IN FACT

ACKNOWLEDGEMENT

State of Nevada 55
County of Clark
This instrument was acknowledged before me on this 17th day of December, 1999, by *Rob Jarratt Corral* and *Rob Jarratt Corral, Jr.* Trustees of the REO Jarratt's Corral Trust, and *Rob Jarratt Corral, Jr.* Attorney in Fact for Roberts Jarratt Schuchman.
I, *THOMAS W. WEST*, Notary Public in and for said County & State.
My commission expires on 5-13-2000

OWNERS CERTIFICATE

Kenneth R. Gragg, Trustee of the Elkhorn/Decatur Corner Trust dated 8/20/00, does hereby certify that being the owner of the lands as shown herein, has caused a Boundary Line Adjustment Survey to be performed as indicated herein and that we have examined and approved the plat and consent to and authorize the recording of same. Further, we agree to prepare and execute the required documents creating any and all easements as shown herein and to execute all required documentation concerning any existing easements affecting the lands shown herein pursuant to the provisions of NRS 218.020 through 218.050, inclusive. The land being transferred is currently exempt from taxation.

Kenneth R. Gragg 9/19/99 Date
Kenneth R. Gragg
Trustee of the Elkhorn/Decatur Corner Trust dated 8/20/00

ACKNOWLEDGEMENT

State of Nevada 55
County of Clark
This instrument was acknowledged before me on this 19th day of September, 1999, by *Kenneth R. Gragg*, Trustee of the Elkhorn/Decatur Corner Trust dated 8/20/00.
I, *THOMAS W. WEST*, Notary Public in and for said County & State.
My commission expires on 5-13-2000

OWNERS CERTIFICATE

He, Charles R. Brown and Carol A. Brown, do hereby certify that being the owner of the lands as shown herein, has caused a Boundary Line Adjustment Survey to be performed as indicated herein and that we have examined and approved the plat and consent to and authorize the recording of same. Further, we agree to prepare and execute the required documents creating any and all easements as shown herein and to execute all required documentation concerning any existing easements affecting the lands shown herein pursuant to the provisions of NRS 218.020 through 218.050, inclusive. The land being transferred is currently exempt from taxation.

Charles R. Brown 9-27-99 Date
Charles R. Brown

ACKNOWLEDGEMENT

State of Nevada 55
County of Clark
This instrument was acknowledged before me on this 27th day of September, 1999, by *Charles R. Brown and Carol A. Brown*.
I, *THOMAS W. WEST*, Notary Public in and for said County & State.
My commission expires on 5-13-2000

OWNERS CERTIFICATE

Essex Inc., a Nevada Corporation, does hereby certify that being the owner of the lands as shown herein, has caused a Boundary Line Adjustment Survey to be performed as indicated herein and that we have examined and approved the plat and consent to and authorize the recording of same. Further, we agree to prepare and execute the required documents creating any and all easements as shown herein and to execute all required documentation concerning any existing easements affecting the lands shown herein pursuant to the provisions of NRS 218.020 through 218.050, inclusive. The land being transferred is currently exempt from taxation.

Larry Delash 9-23-99 Date
Larry Delash, Director of Finance
Essex, Inc.

ACKNOWLEDGEMENT

State of Nevada 55
County of Clark
This instrument was acknowledged before me on this 23rd day of September, 1999, by *Larry Delash*, Director of Finance of Essex, Inc.
I, *THOMAS W. WEST*, Notary Public in and for said County & State.
My commission expires on 5-13-2000

OWNERS CERTIFICATE

Kenneth R. Gragg, Trustee of the Elkhorn/Decatur Corner Trust dated 8/20/00, does hereby certify that being the owner of the lands as shown herein, has caused a Boundary Line Adjustment Survey to be performed as indicated herein and that we have examined and approved the plat and consent to and authorize the recording of same. Further, we agree to prepare and execute the required documents creating any and all easements as shown herein and to execute all required documentation concerning any existing easements affecting the lands shown herein pursuant to the provisions of NRS 218.020 through 218.050, inclusive. The land being transferred is currently exempt from taxation.

Kenneth R. Gragg 9/19/99 Date
Kenneth R. Gragg
Trustee of the Elkhorn/Decatur Corner Trust dated 8/20/00

ACKNOWLEDGEMENT

State of Nevada 55
County of Clark
This instrument was acknowledged before me on this 19th day of September, 1999, by *Kenneth R. Gragg*, Trustee of the Elkhorn/Decatur Corner Trust dated 8/20/00.
I, *THOMAS W. WEST*, Notary Public in and for said County & State.
My commission expires on 5-13-2000

OWNERS CERTIFICATE

He, Charles R. Brown and Carol A. Brown, do hereby certify that being the owner of the lands as shown herein, has caused a Boundary Line Adjustment Survey to be performed as indicated herein and that we have examined and approved the plat and consent to and authorize the recording of same. Further, we agree to prepare and execute the required documents creating any and all easements as shown herein and to execute all required documentation concerning any existing easements affecting the lands shown herein pursuant to the provisions of NRS 218.020 through 218.050, inclusive. The land being transferred is currently exempt from taxation.

Charles R. Brown 1-9-00 Date
Charles R. Brown

ACKNOWLEDGEMENT

State of Nevada 55
County of Clark
This instrument was acknowledged before me on this 9th day of January, 2000, by *Charles R. Brown and Carol A. Brown*.
I, *THOMAS W. WEST*, Notary Public in and for said County & State.
My commission expires on 5-13-2000

OWNERS CERTIFICATE

Mork Everett Thruway, does hereby certify that being the owner of the lands as shown herein, has caused a Boundary Line Adjustment Survey to be performed as indicated herein and that we have examined and approved the plat and consent to and authorize the recording of same. Further, we agree to prepare and execute the required documents creating any and all easements as shown herein and to execute all required documentation concerning any existing easements affecting the lands shown herein pursuant to the provisions of NRS 218.020 through 218.050, inclusive. The land being transferred is currently exempt from taxation.

Mork Everett Thruway 10-16-99 Date
Mork Everett Thruway

ACKNOWLEDGEMENT

State of Nevada 55
County of Clark
This instrument was acknowledged before me on this 16th day of October, 1999, by *Mork Everett Thruway*.
I, *THOMAS W. WEST*, Notary Public in and for said County & State.
My commission expires on 5-13-2000

RECORD OF SURVEY

BOUNDARY LINE ADJUSTMENT
POR OF SEC. 15 & 24, T. 15 S., R. 60 E., M.D.H.
CITY OF LAS VEGAS, NEVADA
AND
POR OF SEC. 10 & 11, T. 15 S., R. 61 E., M.D.H.
CITY OF NORTH LAS VEGAS, NEVADA

DRAWN BY: NLP
CHECKED BY:
DATE: JUNE, 1999
FILE NAME: DECATURBY.PSD

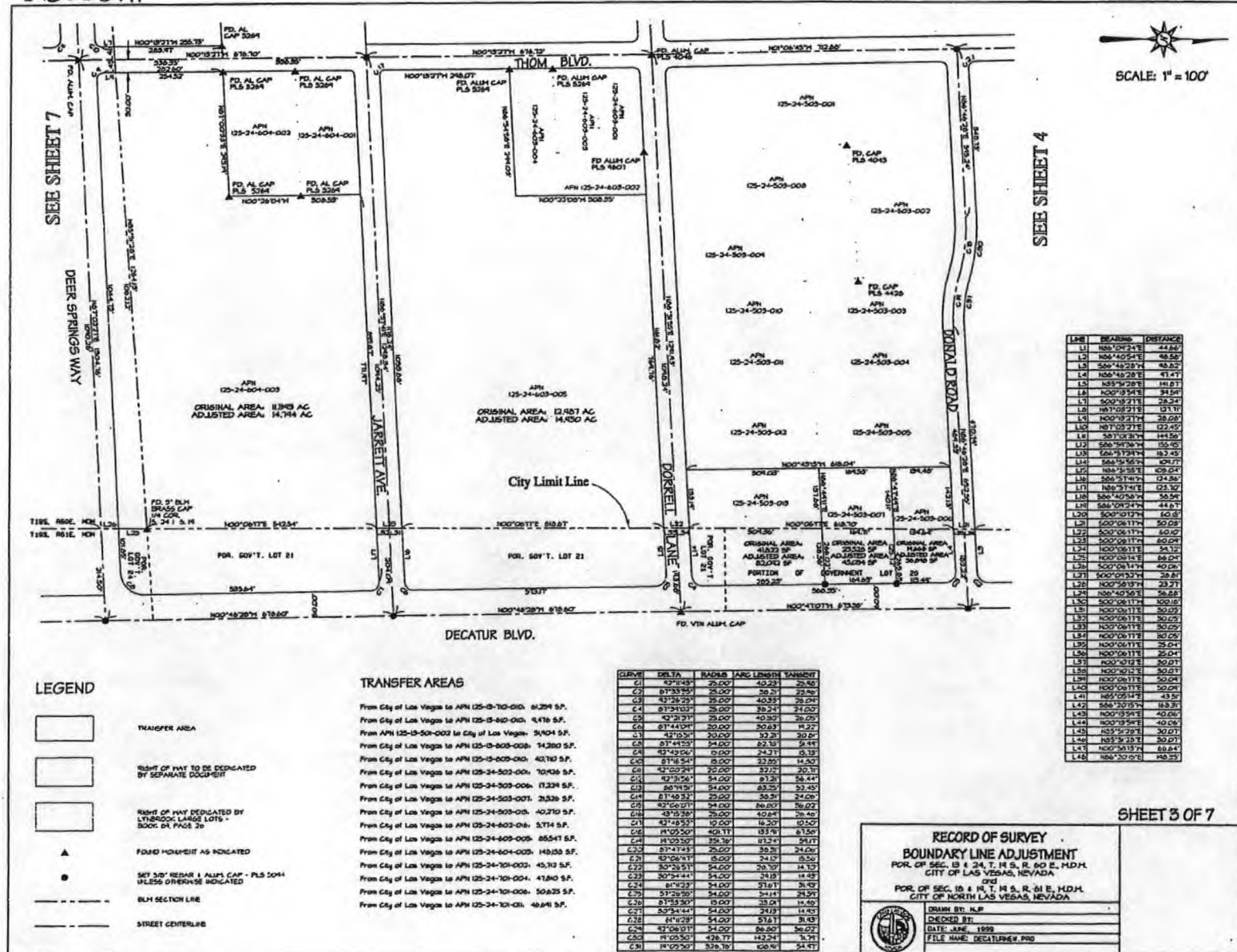
SHEET 2 OF 7

FILE 106 PAGE 0081

20-18-901-507

20000111

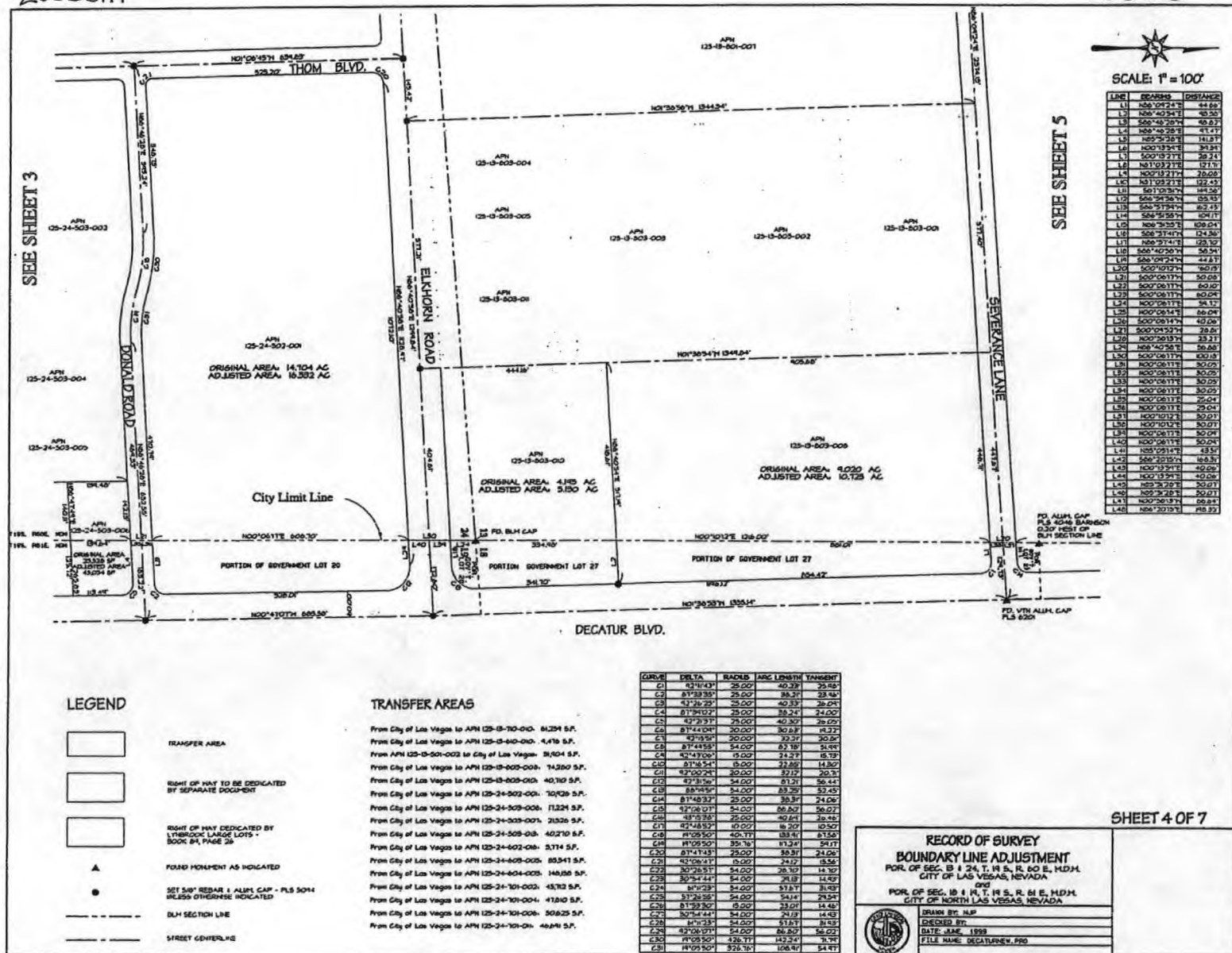
00713



FILE 106-87-03

20000111

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FILE F:\INDA\PAGE 0081

17-18-901-5001

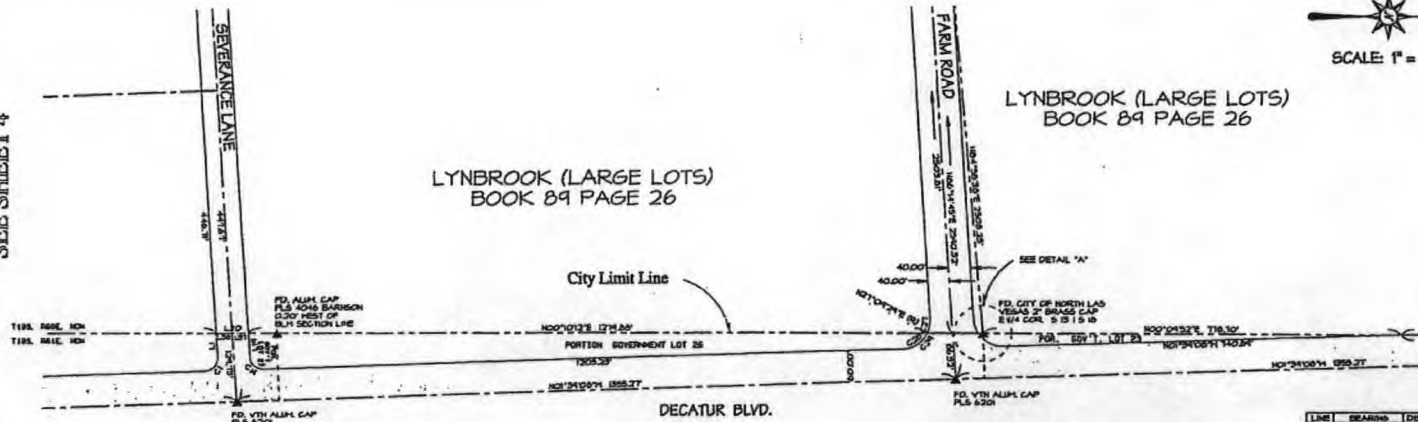
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00713

SEE SHEET 4

LYNBROOK (LARGE LOTS)
BOOK 89 PAGE 26LYNBROOK (LARGE LOTS)
BOOK 89 PAGE 26

SEE SHEET 6

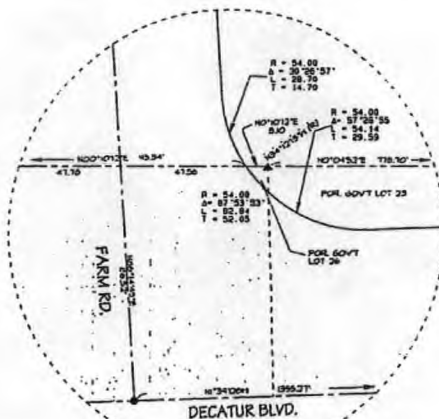


TRANSFER AREAS

From City of Las Vegas to APN 125-13-10-010, 84,394 S.F.
 From City of Las Vegas to APN 125-13-040-010, 4,470 S.F.
 From APN 125-13-040-010 to City of Las Vegas, 36,004 S.F.
 From City of Las Vegas to APN 125-13-003-006, 74,280 S.F.
 From City of Las Vegas to APN 125-13-003-010, 40,340 S.F.
 From City of Las Vegas to APN 125-24-503-006, 10,430 S.F.
 From City of Las Vegas to APN 125-24-503-006, 11,224 S.F.
 From City of Las Vegas to APN 125-24-503-007, 25,330 S.F.
 From City of Las Vegas to APN 125-24-503-008, 40,210 S.F.
 From City of Las Vegas to APN 125-24-603-006, 85,341 S.F.
 From City of Las Vegas to APN 125-24-101-003, 140,050 S.F.
 From City of Las Vegas to APN 125-24-101-004, 45,103 S.F.
 From City of Las Vegas to APN 125-24-101-006, 30,625 S.F.
 From City of Las Vegas to APN 125-24-101-008, 46,840 S.F.

CURVE	DELTA	RADIUS	ARC LENGTH	TANGENT
C1	42°44'33"	25.00	40.33	25.88
C2	87°33'25"	25.00	38.21	23.40
C3	87°33'25"	25.00	40.33	25.88
C4	81°24'02"	25.00	38.24	24.00
C5	47°23'11"	25.00	40.33	25.88
C6	81°44'04"	20.00	30.65	19.77
C7	40°59'31"	20.00	32.24	20.61
C8	81°44'04"	24.00	32.18	24.41
C9	81°44'04"	15.00	24.27	15.33
C10	81°44'04"	15.00	22.85	14.30
C11	42°44'33"	20.00	22.07	20.37
C12	47°23'11"	24.00	31.22	24.44
C13	88°24'54"	24.00	33.29	24.00
C14	87°33'25"	24.00	38.21	23.40
C15	42°44'33"	24.00	40.33	25.88
C16	87°33'25"	25.00	38.21	23.40
C17	47°23'11"	25.00	40.33	25.88
C18	87°33'25"	25.00	38.21	23.40
C19	42°44'33"	25.00	40.33	25.88
C20	87°33'25"	25.00	38.21	23.40
C21	47°23'11"	25.00	40.33	25.88
C22	87°33'25"	25.00	38.21	23.40
C23	42°44'33"	25.00	40.33	25.88
C24	87°33'25"	25.00	38.21	23.40
C25	47°23'11"	25.00	40.33	25.88
C26	87°33'25"	25.00	38.21	23.40
C27	42°44'33"	25.00	40.33	25.88
C28	87°33'25"	25.00	38.21	23.40
C29	47°23'11"	25.00	40.33	25.88
C30	87°33'25"	25.00	38.21	23.40
C31	42°44'33"	25.00	40.33	25.88

LINE	BEARING	DISTANCE
L1	N00°01'12"E	44.881
L2	N00°01'12"E	44.881
L3	S00°01'12"E	44.881
L4	N00°01'12"E	44.881
L5	N00°01'12"E	44.881
L6	N00°01'12"E	44.881
L7	N00°01'12"E	44.881
L8	N00°01'12"E	44.881
L9	N00°01'12"E	44.881
L10	N00°01'12"E	44.881
L11	N00°01'12"E	44.881
L12	N00°01'12"E	44.881
L13	N00°01'12"E	44.881
L14	N00°01'12"E	44.881
L15	N00°01'12"E	44.881
L16	N00°01'12"E	44.881
L17	N00°01'12"E	44.881
L18	N00°01'12"E	44.881
L19	N00°01'12"E	44.881
L20	N00°01'12"E	44.881
L21	N00°01'12"E	44.881
L22	N00°01'12"E	44.881
L23	N00°01'12"E	44.881
L24	N00°01'12"E	44.881
L25	N00°01'12"E	44.881
L26	N00°01'12"E	44.881
L27	N00°01'12"E	44.881
L28	N00°01'12"E	44.881
L29	N00°01'12"E	44.881
L30	N00°01'12"E	44.881
L31	N00°01'12"E	44.881
L32	N00°01'12"E	44.881
L33	N00°01'12"E	44.881
L34	N00°01'12"E	44.881
L35	N00°01'12"E	44.881
L36	N00°01'12"E	44.881
L37	N00°01'12"E	44.881
L38	N00°01'12"E	44.881
L39	N00°01'12"E	44.881
L40	N00°01'12"E	44.881
L41	N00°01'12"E	44.881
L42	N00°01'12"E	44.881
L43	N00°01'12"E	44.881
L44	N00°01'12"E	44.881
L45	N00°01'12"E	44.881
L46	N00°01'12"E	44.881
L47	N00°01'12"E	44.881
L48	N00°01'12"E	44.881



DETAIL "A"

LEGEND

- TRANSFER AREA
- RIGHT OF WAY TO BE DEDICATED BY SEPARATE DOCUMENT
- RIGHT OF WAY DEDICATED BY LYNBROOK LARGE LOTS - BOOK 89, PAGE 26
- POINT MONUMENT AS INDICATED
- SET BY' REBAR 1 ALUM. CAP - PLS 5044 UNLESS OTHERWISE INDICATED
- BUY SECTION LINE
- STREET CENTERLINE

SHEET 5 OF 7

RECORD OF SURVEY	
BOUNDARY LINE ADJUSTMENT	
FOR OF SEC. 13 & 24, T. 14 N. S. R. 60 E. M.D.M.	
CITY OF LAS VEGAS, NEVADA	
AND	
FOR OF SEC. 13 & 24, T. 14 N. S. R. 61 E. M.D.M.	
CITY OF NORTH LAS VEGAS, NEVADA	
DRAWN BY: HLP	
CHECKED BY:	
DATE: JUNE, 1999	
FILE NAME: DECATURNEY.PSD	

C I I C I N - D A C M P I

ROS-106-81-05

20000111

00713

SEE SHEET 5

LYNBROOK (LARGE LOTS)
BOOK 89 PAGE 26

City Limit Line

LEGEND



TRANSFER AREA

RIGHT OF WAY TO BE DEDICATED
BY SEPARATE DOCUMENTRIGHT OF WAY DEDICATED BY
LYNBROOK LARGE LOTS -
BOOK 89, PAGE 26

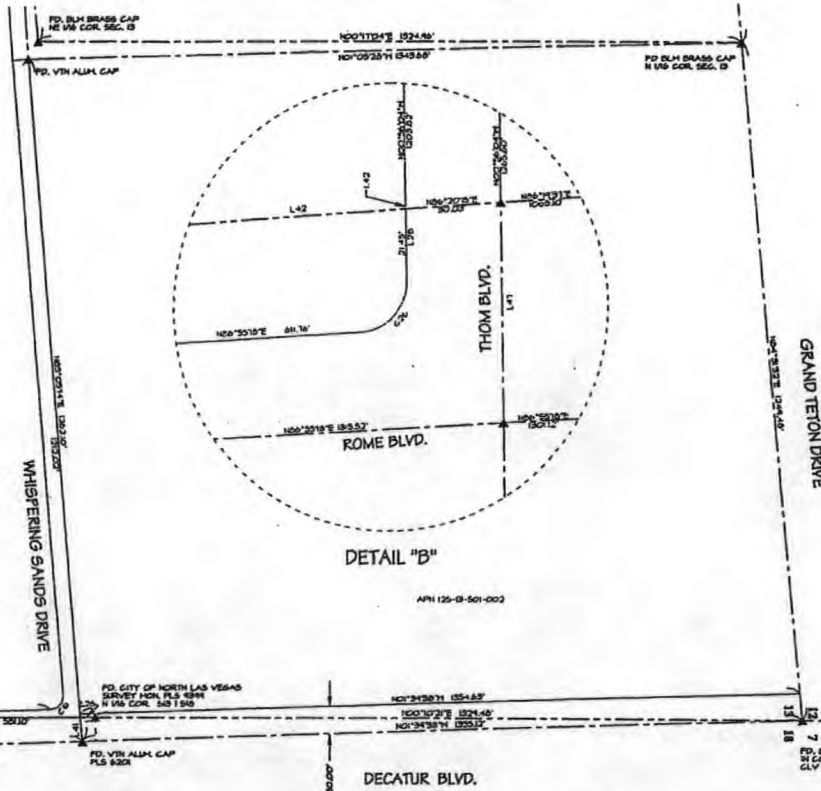
FOUND MONUMENT AS INDICATED

SET 3/4" REBAR 1 ALUM. CAP - PLS 5044
UNLESS OTHERWISE INDICATED

BLM SECTION LINE



STREET CENTERLINE



DETAIL "B"

APN 125-B-501-002

DECATUR BLVD.

TRANSFER AREAS

From City of Las Vegas to APN 125-B-70-000. 61,294 S.F.
 From City of Las Vegas to APN 125-B-60-000. 1,476 S.F.
 From APN 125-B-501-002 to City of Las Vegas. 51,404 S.F.
 From City of Las Vegas to APN 125-B-600-000. 14,360 S.F.
 From City of Las Vegas to APN 125-B-600-010. 40,710 S.F.
 From City of Las Vegas to APN 125-24-503-000. 10,126 S.F.
 From City of Las Vegas to APN 125-24-503-006. 11,324 S.F.
 From City of Las Vegas to APN 125-24-503-007. 21,526 S.F.
 From City of Las Vegas to APN 125-24-503-008. 40,310 S.F.
 From City of Las Vegas to APN 125-24-602-006. 5,714 S.F.
 From City of Las Vegas to APN 125-24-602-005. 65,541 S.F.
 From City of Las Vegas to APN 125-24-604-008. 148,056 S.F.
 From City of Las Vegas to APN 125-24-320-002. 45,710 S.F.
 From City of Las Vegas to APN 125-24-320-004. 47,840 S.F.
 From City of Las Vegas to APN 125-24-320-006. 50,625 S.F.
 From City of Las Vegas to APN 125-24-320-008. 49,641 S.F.



SCALE: 1" = 100'

CURVE	DELTA	RADIUS	ARC LENGTH	THROW
C1	63°44'3"	25.00'	40.39'	28.48'
C2	87°33'25"	25.00'	36.27'	28.49'
C3	42°34'25"	25.00'	40.39'	28.48'
C4	87°34'07"	25.00'	36.27'	24.00'
C5	42°31'31"	25.00'	40.307'	28.025'
C6	87°44'04"	20.00'	30.28'	13.71'
C7	42°15'56"	20.00'	32.31'	20.65'
C8	87°44'55"	24.00'	62.18'	3.48'
C9	42°43'06"	3.00'	24.77'	0.18'
C10	87°45'54"	0.00'	22.80'	14.30'
C11	42°00'24"	20.00'	32.02'	30.15'
C12	47°5'56"	24.00'	61.21'	28.44'
C13	88°46'51"	24.00'	63.20'	57.45'
C14	87°48'32"	25.00'	36.31'	24.06'
C15	42°09'07"	24.00'	86.862'	36.672'
C16	41°15'30"	25.00'	40.841'	34.44'
C17	40°48'53"	10.00'	16.302'	10.502'
C18	87°05'50"	405.11'	133.41'	81.56'
C19	41°05'07"	25.15'	39.744'	24.17'
C20	87°47'43"	25.00'	35.31'	24.06'
C21	42°06'41"	8.00'	24.12'	13.56'
C22	80°28'37"	84.00'	265.30'	14.102'
C23	20°34'44"	24.00'	24.19'	14.48'
C24	87°22'25"	24.00'	51.67'	24.43'
C25	57°28'20"	24.00'	34.14'	21.24'
C26	87°33'00"	0.00'	23.04'	14.40'
C27	20°34'44"	24.00'	24.19'	14.43'
C28	87°15'28"	24.00'	51.67'	24.43'
C29	42°06'07"	24.00'	86.862'	36.672'
C30	41°05'50"	428.77'	142.24'	3.34'
C31	41°05'50"	326.16'	102.46'	24.47'

LINE	BEARING	DISTANCE
L1	N88°04'24"E	44.66'
L2	N88°46'24"E	48.53'
L3	S88°46'25"E	49.57'
L4	N88°46'28"E	47.47'
L5	N88°5'28"E	141.61'
L6	N88°13'54"E	34.54'
L7	S88°13'27"E	28.24'
L8	N81°03'21"E	121.15'
L9	N80°17'17"E	38.00'
L10	N81°03'27"E	122.43'
L11	S81°03'51"E	144.56'
L12	S88°46'36"E	158.50'
L13	S88°13'54"E	82.45'
L14	S88°5'55"E	101.71'
L15	N88°15'50"E	58.04'
L16	S88°15'41"E	124.36'
L17	N88°17'41"E	123.30'
L18	S88°40'36"E	58.29'
L19	S88°04'24"E	44.67'
L20	S88°07'12"E	45.15'
L21	S88°06'17"E	50.09'
L22	S88°06'17"E	60.04'
L23	S88°06'17"E	60.04'
L24	N88°06'14"E	54.75'
L25	N88°06'14"E	66.06'
L26	S88°06'14"E	40.08'
L27	N88°06'17"E	38.31'
L28	N88°06'17"E	22.77'
L29	N88°40'56"E	56.83'
L30	S88°06'17"E	50.08'
L31	N88°06'17"E	50.09'
L32	N88°06'17"E	30.09'
L33	N88°06'17"E	30.09'
L34	N88°06'17"E	30.09'
L35	N88°06'17"E	25.04'
L36	N88°06'17"E	25.04'
L37	N88°06'17"E	30.07'
L38	N88°06'17"E	30.07'
L39	N88°06'17"E	30.07'
L40	N88°06'17"E	30.07'
L41	N88°06'17"E	30.07'
L42	N88°06'17"E	30.07'
L43	N88°06'17"E	30.07'
L44	N88°06'17"E	30.07'
L45	N88°06'17"E	30.07'
L46	N88°06'17"E	30.07'
L47	N88°06'17"E	30.07'
L48	N88°06'17"E	30.07'
L49	N88°06'17"E	30.07'
L50	N88°06'17"E	30.07'
L51	N88°06'17"E	30.07'
L52	N88°06'17"E	30.07'
L53	N88°06'17"E	30.07'
L54	N88°06'17"E	30.07'
L55	N88°06'17"E	30.07'
L56	N88°06'17"E	30.07'
L57	N88°06'17"E	30.07'
L58	N88°06'17"E	30.07'
L59	N88°06'17"E	30.07'
L60	N88°06'17"E	30.07'

RECORD OF SURVEY	
BOUNDARY LINE ADJUSTMENT	
FOR OF SEC. 13 & 24, T. 11 S. R. 30 E. M.D.M.	
CITY OF LAS VEGAS, NEVADA	
AND	
FOR OF SEC. 13 & 24, T. 11 S. R. 31 E. M.D.M.	
CITY OF NORTH LAS VEGAS, NEVADA	
DRAWN BY: NLP	
CHECKED BY:	
DATE: JUNE, 1999	
FILE NAME: DECATURREV.P10	

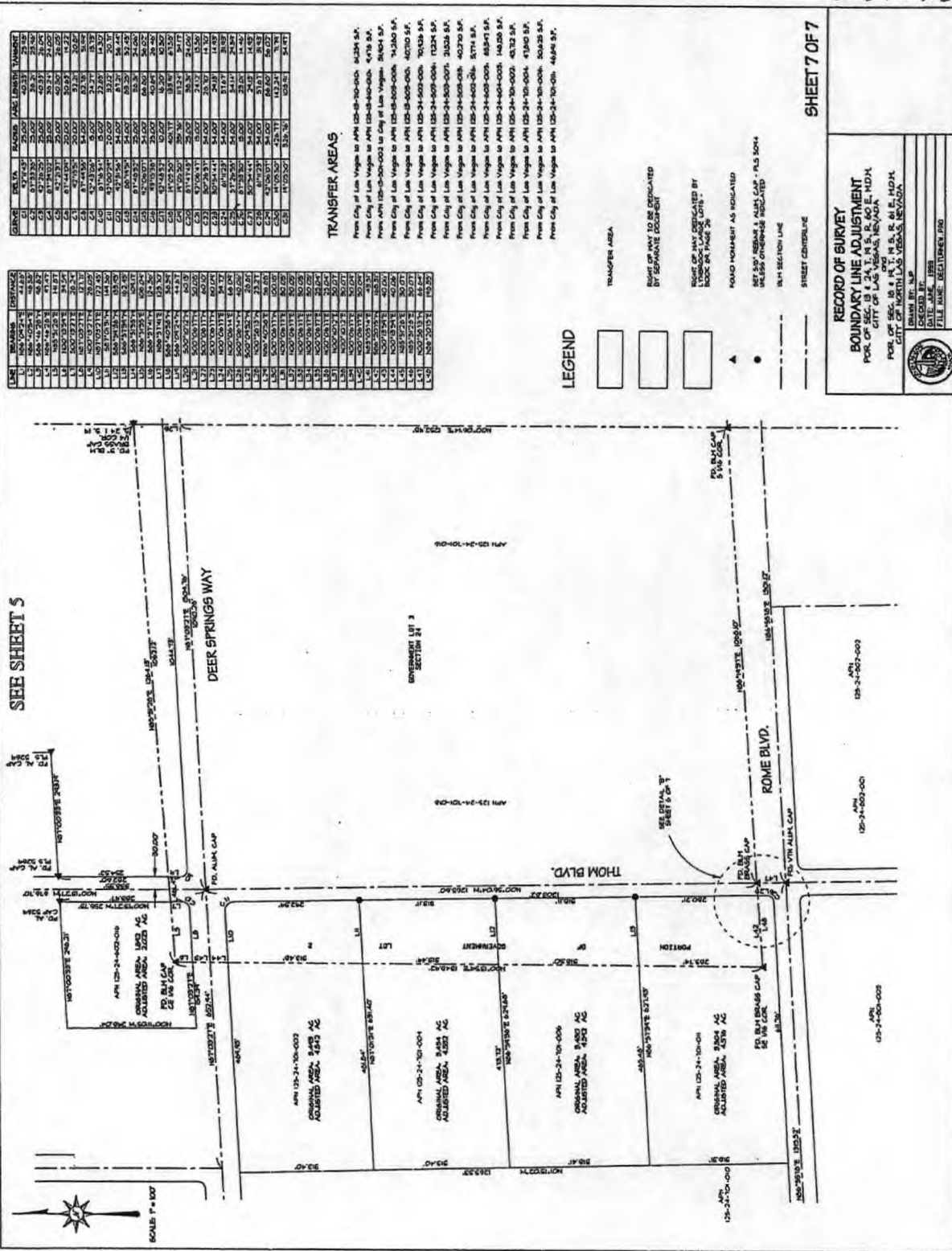
SHEET 6 OF 7

FILE ID: PAGE 0001

R05-106-81-06

200011

00713



LINE	BEARING	DISTANCE	AREA	PERCENT
1	N 89° 00' 00" E	10.00	0.00	0.00
2	N 89° 00' 00" E	10.00	0.00	0.00
3	N 89° 00' 00" E	10.00	0.00	0.00
4	N 89° 00' 00" E	10.00	0.00	0.00
5	N 89° 00' 00" E	10.00	0.00	0.00
6	N 89° 00' 00" E	10.00	0.00	0.00
7	N 89° 00' 00" E	10.00	0.00	0.00
8	N 89° 00' 00" E	10.00	0.00	0.00
9	N 89° 00' 00" E	10.00	0.00	0.00
10	N 89° 00' 00" E	10.00	0.00	0.00
11	N 89° 00' 00" E	10.00	0.00	0.00
12	N 89° 00' 00" E	10.00	0.00	0.00
13	N 89° 00' 00" E	10.00	0.00	0.00
14	N 89° 00' 00" E	10.00	0.00	0.00
15	N 89° 00' 00" E	10.00	0.00	0.00
16	N 89° 00' 00" E	10.00	0.00	0.00
17	N 89° 00' 00" E	10.00	0.00	0.00
18	N 89° 00' 00" E	10.00	0.00	0.00
19	N 89° 00' 00" E	10.00	0.00	0.00
20	N 89° 00' 00" E	10.00	0.00	0.00
21	N 89° 00' 00" E	10.00	0.00	0.00
22	N 89° 00' 00" E	10.00	0.00	0.00
23	N 89° 00' 00" E	10.00	0.00	0.00
24	N 89° 00' 00" E	10.00	0.00	0.00
25	N 89° 00' 00" E	10.00	0.00	0.00
26	N 89° 00' 00" E	10.00	0.00	0.00
27	N 89° 00' 00" E	10.00	0.00	0.00
28	N 89° 00' 00" E	10.00	0.00	0.00
29	N 89° 00' 00" E	10.00	0.00	0.00
30	N 89° 00' 00" E	10.00	0.00	0.00
31	N 89° 00' 00" E	10.00	0.00	0.00
32	N 89° 00' 00" E	10.00	0.00	0.00
33	N 89° 00' 00" E	10.00	0.00	0.00
34	N 89° 00' 00" E	10.00	0.00	0.00
35	N 89° 00' 00" E	10.00	0.00	0.00
36	N 89° 00' 00" E	10.00	0.00	0.00
37	N 89° 00' 00" E	10.00	0.00	0.00
38	N 89° 00' 00" E	10.00	0.00	0.00
39	N 89° 00' 00" E	10.00	0.00	0.00
40	N 89° 00' 00" E	10.00	0.00	0.00
41	N 89° 00' 00" E	10.00	0.00	0.00
42	N 89° 00' 00" E	10.00	0.00	0.00
43	N 89° 00' 00" E	10.00	0.00	0.00
44	N 89° 00' 00" E	10.00	0.00	0.00
45	N 89° 00' 00" E	10.00	0.00	0.00
46	N 89° 00' 00" E	10.00	0.00	0.00
47	N 89° 00' 00" E	10.00	0.00	0.00
48	N 89° 00' 00" E	10.00	0.00	0.00
49	N 89° 00' 00" E	10.00	0.00	0.00
50	N 89° 00' 00" E	10.00	0.00	0.00
51	N 89° 00' 00" E	10.00	0.00	0.00
52	N 89° 00' 00" E	10.00	0.00	0.00
53	N 89° 00' 00" E	10.00	0.00	0.00
54	N 89° 00' 00" E	10.00	0.00	0.00
55	N 89° 00' 00" E	10.00	0.00	0.00
56	N 89° 00' 00" E	10.00	0.00	0.00
57	N 89° 00' 00" E	10.00	0.00	0.00
58	N 89° 00' 00" E	10.00	0.00	0.00
59	N 89° 00' 00" E	10.00	0.00	0.00
60	N 89° 00' 00" E	10.00	0.00	0.00
61	N 89° 00' 00" E	10.00	0.00	0.00
62	N 89° 00' 00" E	10.00	0.00	0.00
63	N 89° 00' 00" E	10.00	0.00	0.00
64	N 89° 00' 00" E	10.00	0.00	0.00
65	N 89° 00' 00" E	10.00	0.00	0.00
66	N 89° 00' 00" E	10.00	0.00	0.00
67	N 89° 00' 00" E	10.00	0.00	0.00
68	N 89° 00' 00" E	10.00	0.00	0.00
69	N 89° 00' 00" E	10.00	0.00	0.00
70	N 89° 00' 00" E	10.00	0.00	0.00
71	N 89° 00' 00" E	10.00	0.00	0.00
72	N 89° 00' 00" E	10.00	0.00	0.00
73	N 89° 00' 00" E	10.00	0.00	0.00
74	N 89° 00' 00" E	10.00	0.00	0.00
75	N 89° 00' 00" E	10.00	0.00	0.00
76	N 89° 00' 00" E	10.00	0.00	0.00
77	N 89° 00' 00" E	10.00	0.00	0.00
78	N 89° 00' 00" E	10.00	0.00	0.00
79	N 89° 00' 00" E	10.00	0.00	0.00
80	N 89° 00' 00" E	10.00	0.00	0.00
81	N 89° 00' 00" E	10.00	0.00	0.00
82	N 89° 00' 00" E	10.00	0.00	0.00
83	N 89° 00' 00" E	10.00	0.00	0.00
84	N 89° 00' 00" E	10.00	0.00	0.00
85	N 89° 00' 00" E	10.00	0.00	0.00
86	N 89° 00' 00" E	10.00	0.00	0.00
87	N 89° 00' 00" E	10.00	0.00	0.00
88	N 89° 00' 00" E	10.00	0.00	0.00
89	N 89° 00' 00" E	10.00	0.00	0.00
90	N 89° 00' 00" E	10.00	0.00	0.00
91	N 89° 00' 00" E	10.00	0.00	0.00
92	N 89° 00' 00" E	10.00	0.00	0.00
93	N 89° 00' 00" E	10.00	0.00	0.00
94	N 89° 00' 00" E	10.00	0.00	0.00
95	N 89° 00' 00" E	10.00	0.00	0.00
96	N 89° 00' 00" E	10.00	0.00	0.00
97	N 89° 00' 00" E	10.00	0.00	0.00
98	N 89° 00' 00" E	10.00	0.00	0.00
99	N 89° 00' 00" E	10.00	0.00	0.00
100	N 89° 00' 00" E	10.00	0.00	0.00

TRANSFER AREAS

From City of Las Vegas to APN 125-24-10-003, 4,719 S.F.
 From City of Las Vegas to APN 125-24-10-004, 4,719 S.F.
 From APN 125-24-10-003 to City of Las Vegas, 14,300 S.F.
 From City of Las Vegas to APN 125-24-10-005, 14,300 S.F.
 From City of Las Vegas to APN 125-24-10-006, 14,300 S.F.
 From City of Las Vegas to APN 125-24-10-007, 14,300 S.F.
 From City of Las Vegas to APN 125-24-10-008, 14,300 S.F.
 From City of Las Vegas to APN 125-24-10-009, 14,300 S.F.
 From City of Las Vegas to APN 125-24-10-010, 14,300 S.F.
 From City of Las Vegas to APN 125-24-10-011, 14,300 S.F.
 From City of Las Vegas to APN 125-24-10-012, 14,300 S.F.
 From City of Las Vegas to APN 125-24-10-013, 14,300 S.F.
 From City of Las Vegas to APN 125-24-10-014, 14,300 S.F.
 From City of Las Vegas to APN 125-24-10-015, 14,300 S.F.
 From City of Las Vegas to APN 125-24-10-016, 14,300 S.F.
 From City of Las Vegas to APN 125-24-10-017, 14,300 S.F.
 From City of Las Vegas to APN 125-24-10-018, 14,300 S.F.
 From City of Las Vegas to APN 125-24-10-019, 14,300 S.F.
 From City of Las Vegas to APN 125-24-10-020, 14,300 S.F.
 From City of Las Vegas to APN 125-24-10-021, 14,300 S.F.
 From City of Las Vegas to APN 125-24-10-022, 14,300 S.F.
 From City of Las Vegas to APN 125-24-10-023, 14,300 S.F.
 From City of Las Vegas to APN 125-24-10-024, 14,300 S.F.
 From City of Las Vegas to APN 125-24-10-025, 14,300 S.F.
 From City of Las Vegas to APN 125-24-10-026, 14,300 S.F.
 From City of Las Vegas to APN 125-24-10-027, 14,300 S.F.
 From City of Las Vegas to APN 125-24-10-028, 14,300 S.F.
 From City of Las Vegas to APN 125-24-10-029, 14,300 S.F.
 From City of Las Vegas to APN 125-24-10-030, 14,300 S.F.

LEGEND

- TRANSFER AREA
- RIGHT OF WAY TO BE DEPLICATED BY SEPARATE OCCUPANT
- RIGHT OF WAY DEPLICATED BY TRANSFER OF LAND TO CITY OF LAS VEGAS
- BOUNDARY LINE AS INDICATED
- SET BACK, REAR, ALUM. CAP - 14.300 S.F.
- SET BACK, REAR, ALUM. CAP - 14.300 S.F.
- STREET CENTERLINE

RECORD OF SURVEY
 BOUNDARY LINE ADJUSTMENT
 FOR OF SEC. 13 & 14, T. 1 N. S. R. 60 E. MD. 14
 CITY OF LAS VEGAS
 FOR OF SEC. 13 & 14, T. 1 N. S. R. 60 E. MD. 14
 CITY OF LAS VEGAS

DECEMBER 17, 1993
 DATE: JAN. 1993
 FILE NAME: DECEMBER 1993

717 IN 1000 0001

805-106-81-07

20001204
.01793

ORIGINAL

CERTIFICATE OF AMENDMENT

Document: Record of Survey, Boundary Line Adjustment, as recorded in File 106, Page 81 of Surveys, Official Records, Clark County, Nevada.

Legal Description: Portions of Sections 13 & 24, Township 19 South, Range 60 East, M.D.M., City of Las Vegas, Nevada and portions of Sections 18 & 19, Township 19 South, Range 61 East, M.D.M., City of North Las Vegas, Nevada.

Recorded: January 11, 2000

Caption: The map should be amended to include the following:

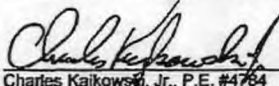
Basis of Bearings: S 44°35'08" E, being the Grid Bearing between Clark County GIS Control Points 802 and 804 as shown on a Record of Survey in File 88, Page 53 of Surveys, Official Records, Clark County, Nevada.

This correction does not change or purport to change the physical location of any survey monument, property line or boundary line.

Rita Lumos, PLS
Nevada Certificate No. 5094



I hereby certify that I have examined the Certificate of Amendment and that the changes to the original document specified therein are provided for in applicable sections of NRS 278.110 to 278.630, inclusive, 625.340 to 625.380, inclusive, and local ordinances adopted pursuant thereto, and I am satisfied that this Certificate of Amendment so amends or corrects the document as to make it technically correct.


Charles Kajkowski, Jr., P.E. #4764
City Engineer

11-15-2000
Date

When Recorded Mail To:
City of Las Vegas
Survey Office

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
LAS VEGAS CITY

12-04-2000 15:27 CDD
BOOK: 20001204 INST: 01793
FEE: 7.00 RPT: 133/0006

APN 125-24-701-016
" 125-24-701-018
" 124-19-101-002
" 124-19-301-002

20000928
00937

Form 2800-14
(August 1985)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Issuing Office
Las Vegas District
Serial Number
N-66722 T.R.

1. A (right-of-way) (permit) is hereby granted pursuant to:

a. ☒ Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);

b. ☐ Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);

c. ☐ Other (describe) _____

2. Nature of Interest:

a. By this instrument, the holder Nevada Power Company receives a right to construct, operate, maintain, and terminate an underground 15kV power distribution line with related appurtenances (PL# 8-00) on public lands (or Federal land for MLA Rights-of-Way) described as follows:

Situated in the County of Clark, State of Nevada, being a portion of Government Lot 3 within the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) of Section 24, Township 19 South, Range 60 East, M.D.M., Nevada and Government Lot 22 and Government Lot 23 within the West Half (W1/2) of Section 19, Township 19 South, Range 61 East, M.D.M., Nevada, further described by a map showing the location of the right-of-way is on file with the Bureau of Land Management, Las Vegas District (N-66722).

b. The right-of-way or permit area granted herein is 10.00 feet wide, 3,382.00 feet long and contains 0.78 acres, more or less.

c. This instrument shall ~~terminate on~~ be granted in perpetuity ~~years from its effective date unless, prior thereto,~~ it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument ~~may~~ ☐ may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest. NOT APPLICABLE

e. Notwithstanding the ~~expiration of this instrument or any renewal thereof,~~ early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the ~~expiration, or~~ prior termination, of the grant.

WHEN RECORDED MAIL TO
LAND SECTION
NEVADA POWER COMPANY
P.O. BOX 230
LAS VEGAS, NV 89151

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 120 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A, dated and B 9-8-00, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

Ann Kirk
(Signature of Holder)

Ann Kirk

TEAM LEADER
(Title)

09-08-00

(Date)

For: PHW

Rex Wells

Assistant Field Manager
Division of Lands
(Title)

9.8.00

(Date)

Exhibit A
Stipulations for N-66722

1. The Holder/Permittee will, prior to any construction activities, salvage and appropriately transport the cacti and yucca impacted by the project through the direction of the BLM Forestry Program in the local office. All salvaging actions will be coordinated in advance with the BLM Authorized Officer, who will determine appropriate method of removal, transportation, and location. The Holder/Permittee will be responsible for the acquisition of permits for the transportation of the cacti and yucca through the State of Nevada, Division of Forestry at their local office.

Mitigation measures for potential impacts to the Las Vegas bear poppy will be determined on a case-by-case basis whenever this species is found in a proposed project area. These activities would be coordinated with the Authorized Officer.

2. The Holder/Permittee shall mark the exterior boundaries of the ROW with stake and/or lath at 20 to 40 foot intervals. The intervals may be varied at the time of staking at the discretion of the Authorized Officer. The tops of the stakes and/or laths will be painted and the laths flagged in a distinctive color as determined by the Holder/Permittee. The Holder/Permittee shall maintain all boundary stakes and/or laths in place until final cleanup and restoration is completed.

3. The Holder/Permittee shall conduct all activities associated with construction, operation, and termination of this right-of-way within its authorized limits.

4. Any cultural and/or paleontological resources (historic or prehistoric site or object) are discovered by the Holder/Permittee, or any person working on his behalf, on public or Federal land shall be immediately reported to the Authorized Officer. The Holder/Permittee shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the Authorized Officer. An evaluation of the discovery will be made by the Authorized Officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The Holder/Permittee will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the Authorized Officer after consulting with the Holder/Permittee. The Holder/Permittee shall be responsible for the resultant mitigation costs.

5. Land surface treatment for areas previously disturbed: Following excavation, trenches will be backfilled with the excavated soil. The soil will be distributed and contoured evenly over the surface of the disturbed area. The soil surface will be left rough to help reduce potential wind erosion.

6. Land surface treatment for areas previously undisturbed: Strip the top six inches of soil material with associated plant material over all surfaces to be disturbed by construction. Stockpile this material along the course of construction (inside the right-of-way). At the conclusion, including trench backfilling and compaction, replace the stockpiled soil with plant debris uniformly back on the surface of the disturbed area.

7. Then Holder/Permittee shall not violate applicable air and water quality standards or related facility siting standards established by or pursuant to applicable Federal and State law.

The Holder/Permittee shall furnish and apply water, chemicals (with prior approval of the Authorized Officer) or use other means satisfactory to the Authorized Officer for dust control.

8. The Holder/Permittee will comply with the terms and conditions of the Biological Opinion, File No. 1-5-96-F-23R.AMD2, on file at the Bureau of Land Management, Las Vegas District Office.

- a. Applicants may voluntarily choose to search for and remove tortoises from lands to be disturbed. Applicants who choose to voluntarily search and remove tortoises shall contract or appoint a qualified individual to oversee the process. Only individuals trained to handle desert tortoises in accordance with U.S. Fish and Wildlife Service (FWS) approved guidelines shall be authorized to handle desert tortoises unless they are in imminent danger. Currently, the FWS approved handling guidelines are described in *Guidelines for Handling Desert Tortoises During Construction Projects*, Desert Tortoise Council, 1994. For tortoise removals, the applicant shall make arrangements with Clark County's tortoise pick-up service (702/593-9027) at least 10 days prior to the commencement of tortoise collection.

Tortoises shall not be placed on private lands or lands under management by an agency other than the Bureau of Land Management (BLM) without written permission of the landowner of agency. Results of the tortoise removal will be reported to the Authorized Officer on Form 2, Optional Tortoise Removal Form.

- b. If a tortoise is in imminent danger with immediate death or injury likely (such as from an approaching vehicle or equipment), and the tortoise has been give the opportunity to move but has withdrawn in its shell and is not moving, on site personnel may capture the tortoise and place it in a clean unused cardboard box or similar container. The Clark County tortoise pick-up service, mentioned above, shall be notified immediately. The contained tortoise will be held in the shade or temperature-controlled environment until removed by the pick-up service.
- c. If the applicant desires, tortoises encountered during construction may be moved out of harm's way to adjacent habitat in accordance with FWS approved protocol described above. If adjacent habitat is not available, arrangements must be made with the Clark County pick-up service for disposition of collected tortoises. Tortoises shall only be moved to adjacent habitat during the period of March 1 through October 31. Between November 1 and March 1, tortoises shall be deposited with the Clark Count pick-up service (702/593-9027).

Tortoises shall not be placed on private lands or lands under management by an agency other than the BLM without written permission of the landowner or agency. Results of the tortoise removal will be reported to Authorized Officer on Form 2, Optional Tortoise

Removal Form.

- d. The Holder/Permittee will pay off-site mitigation (fees) of \$603.00 per acre of surface disturbance to the Desert Tortoise Habitat Conservation Fund (702/730-9999) administered by Clark County, for all projects that are outside of the "exclusionary zone". An exception is that there is no mitigation fees for projects impacting less than 0.25 acres.

The estimated surface disturbance for this project is 3,382.00 feet x 10 feet = 33,820.00 square feet or 0.78 acres. The total fee for this project is \$470.34 (\$603.00 x 0.78 acres).

- e. Upon locating a dead, injured, or sick endangered or threatened species, Holder/Permittee shall notify the U.S. Fish and Wildlife Service, Division of Law Enforcement (FWSLE) in Las Vegas, Nevada at (702) 388-6380. Take care in handling sick or injured desert tortoises to ensure effective treatment and care of the handling of dead specimens to preserve biological material in the best possible state for later analysis of cause of death. In conjunction with the care of sick or injured desert tortoises or preservation of biological materials from a dead animal, the Holder/Permittee is responsible to perform instructions provided by the FWSLE to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.
- f. Sick or injured desert tortoises shall be delivered to any qualified veterinarian for appropriate treatment or disposal. Dead desert tortoises suitable for preparation as museum specimens shall be frozen immediately and provided to an institution (per their instructions) holding appropriate Federal and State permits. Should no institutions want the desert tortoise specimens, or if it is determined that they are too damaged (crushed, spoiled, etc.) for preparation as a museum specimen, then they shall be buried away from the project area or cremated, upon authorization by the FWSLE. The Holder/Permittee shall bear the cost of any required treatment of injured desert tortoises, euthanasia of sick desert tortoises, or cremation of dead desert tortoises. Sick or injured desert tortoises that are treated by a veterinarian and survive shall be transferred as directed by the FWS.
9. The Holder/Permittee shall construct, maintain, operate and/or modify structures and facilities as directed by the District Manager to protect and minimize adverse effects upon raptors and other wildlife.
10. The Holder/Permittee shall report wildlife fatalities, including raptor electrocutions, that are discovered or near project facilities.
11. During excavation, backfilling, and contouring, the disturbed soil should be wetted sufficiently in order to effectively reduce airborne dust and reduce soil erosion.
12. The Holder/Permittee shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The Holder/Permittee is responsible for consultation with the Authorized Officer and/or local authorities for acceptable weed control methods within limits imposed in the grant stipulations.
13. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides

shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the Holder/Permittee shall obtain from the Authorized Officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application location of storage and disposal of containers and any other information deemed necessary by the Authorized Officer. The plan must provide the type and quantity of material to be used; the pest, insect, storage and disposal of containers; and other information that the Authorized Officer may require. The plan shall be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year.

Pesticides shall not be permanently stored on public lands authorized for use under this grant/permit.

14. Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an approved waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, construction waste, petroleum products, ashes and equipment.

15. The Holder/Permittee agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq.) on this right-of-way. This agreement applies without regard to whether a release is caused by the Holder/Permittee, their agent, or unrelated third parties. No hazardous material or hazardous waste, as defined in this paragraph, shall be used, produced, transported, or stored within the [right-of-way] area at any time.

16. The Holder/Permittee shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, Holder/permittee shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.)

17. The Holder/Permittee shall report any release of hazardous substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release of spill of any toxic substances shall be furnished to the Authorized Officer concurrent with the filing of the reports to the involved Federal agency or State government.

18. The Holder/Permittee shall immediately notify the Authorized Officer of any release of hazardous substances, toxic substances, or hazardous waste on or near the area authorized by this right-of-way.

19. The Holder/Permittee shall maintain the right-of-way in a safe, useable condition, as directed by the Authorized Officer. A regular maintenance program shall include, but is not

limited to, soil stabilization.

20. The Holder/Permittee shall provide the Authorized Officer with data in a format compatible with the Bureau's Arc-Info Geographic Information System to accurately locate and identify the right-of-way or project area, including temporary rights-of-way, within 30 days of filing an application. Final "as built" data will be required within 90 days of completion of construction. Acceptable data formats are: (1) Corrected Global Positioning System files with sub-meter accuracy or better, in NAD 27 or NAD 83; (2) An AUTOCad v. 12 dxf file. Data may be submitted in any of the following formats: (1) ARCInfo export file; (2) On a 3.5 inch floppy in compressed or uncompressed format. Compressed or ZIPed data must include a copy of the UNZIP.EXE file on the disk; (3) Or ARCInfo export files on a CD ROM, 100 mb ZIP disk or 1 gb Jazz disk. All data shall include metadata for each coverage, and conform to the Content Standards for Digital Geospatial Metadata Federal Geographic Data Committee standards.

21. The Holder/Permittee shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. In the event of obliteration or disturbance of any of the above, the Holder/Permittee shall immediately report the incident, in writing, to the authorized officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, the Holder/Permittee shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands of the United States, latest edition. The Holder/Permittee shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the Holder/Permittee shall be responsible for the survey cost.

22. The grant/permit would be issued subject to all valid and existing rights.

23. The Holder/Permittee shall maintain a copy of the authorization along with the stipulations on the construction site at all times.

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EXHIBIT "A-1"

DESCRIPTION OF RIGHT OF WAY FOR 15KV UNDERGROUND POWER DISTRIBUTION LINE:

PL # 8-00

DEER SPRINGS PUMP STN. WR# 89040

AND

RATE OF FLOW WR# 92954

PARCEL 1:

Situate in the County of Clark, State of Nevada, is that portion of the Southeast Quarter (SE1/4) of Section 24, Township 19 South, Range 60 East, M.D.M., Nevada, described as follows:

The South 10.00 feet of the North 40.00 feet of Government Lot 3. Said parcel being a portion of Lot 292 per File 52, of Surveys, Page 70 recorded October 18, 1989 in Book 891018 as Document No. 00517, Official Records, Clark County, Nevada.

The width of the easement is 10.00 feet and the length is 1077.00 feet or 0.20 miles.

The easement contains 10770 square feet or 0.25 acres.

PARCEL 2:

Situate in the County of Clark, State of Nevada, is that portion of the Southwest Quarter (SW1/4) of Section 19, Township 19 South, Range 61 East, M.D.M., Nevada, described as follows:

The East 10.00 feet of the West 70.00 feet of the North 100.00 feet of Government Lot 23. Said parcel being a portion of Lot 417 per File 52, of Surveys, Page 70 recorded October 18, 1989 in Book 891018 as Document No. 00517, Official Records, Clark County, Nevada.

The width of the easement is 10.00 feet and the length is 100.00 feet or 0.019 miles.

The easement contains 1000 square feet or 0.02 acres.

AND

The South 10.00 feet of the North 40.00 feet of the West 300.00 feet of Government Lot 23. Said parcel being a portion of Lot 417 per File 52, of Surveys, Page 70 recorded October 18, 1989 in Book 891018 as Document No. 00517, Official Records, Clark County, Nevada.

The width of the easement is 10.00 feet and the length is 300.00 feet or 0.06 miles.

The easement contains 3000 square feet or 0.07 acres.

AND

The North 30.00 feet of the East 10.00 feet of the West 300.00 feet of Government Lot 23. Said parcel being a portion of Lot 417 per File 52, of Surveys, Page 70 recorded October 18, 1989 in Book 891018 as Document No. 00517, Official Records, Clark County, Nevada.

The width of the easement is 10.00 feet and the length is 30.00 feet or 0.005 miles.

The easement contains 300 square feet or 0.006 acres.

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PARCEL 3:

Situate in the County of Clark, State of Nevada, is that portion of the Northwest Quarter (NW1/4) of Section 19, Township 19 South, Range 61 East, M.D.M., Nevada, described as follows:

The East 10.00 feet of the West 70.00 feet of the South 770.00 feet of Government Lot 22 within said Section 19.

The width of the easement is 10.00 feet and the length is 770.00 feet or 0.15 miles.
The easement contains 7700 square feet or 0.18 acres.

AND

The South 40.00 feet of the East 10.00 feet of the West 300.00 feet of Government Lot 22 within said Section 19.

The width of the easement is 10.00 feet and the length is 40.00 feet or 0.007 miles.
The easement contains 400 square feet or 0.009 acres.

AND

The North 10.00 feet of the South 50.00 feet of the East 1045.00 feet of the West 1115.00 feet of Government Lot 22 within said Section 19.

The width of the easement is 10.00 feet and the length is 1045.00 feet or 0.20 miles.
The easement contains 10450 square feet or 0.24 acres.

PARCEL 4: EXACT LOCATION TO BE AS-BUILT AFTER INSTALLATION

Situate in the County of Clark, State of Nevada, is that portion of the Northwest Quarter (NW1/4) of Section 19, Township 19 South, Range 61 East, M.D.M., Nevada, described as follows:

APPROXIMATE LOCATION

The East 10.00 feet of the West 215.00 feet of the North 10.00 feet of the South 60.00 feet and the East 10.00 feet of the West 530.00 feet of the North 10.00 feet of the South 60.00 feet of Government Lot 22 within said Section 19.

The width of the easement is 10.00 feet and the length is 20.00 feet or 0.003 miles.
The easement contains 200 square feet or 0.004 acres.

GRAND TOTAL:

length = 3382' width = 10' square feet = 33820 acres = .78 miles = .64

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Bradley

Decatur Blvd.

B.L.M.

APN 124-19-101-002

DEER SPRINGS PUMPING STATION

PARCEL 3

PARCEL 4

EXACT LOCATION TO BE AS-BUILT
AFTER INSTALLATION
(SEE SHEET 2 OF 2)

GL 22
SEC. 19
T.19S,R.61E

STUB OUT

80' WIDTH OF R.O.W.

Deer Springs Way

PARCEL 2

B.L.M.

APN 124-19-301-002

GL 23
SEC. 19
T.19S,R.61C

PARCEL 1

APN 125-24-701-016

B.L.M.

APN 125-24-701-018

B.L.M.

APN 125-24-701-015

CITY OF L.V.

GL 3
SEC. 24
T.19S,R.60E

GL 3
SEC. 24
T.19S,R.60E

GL 24



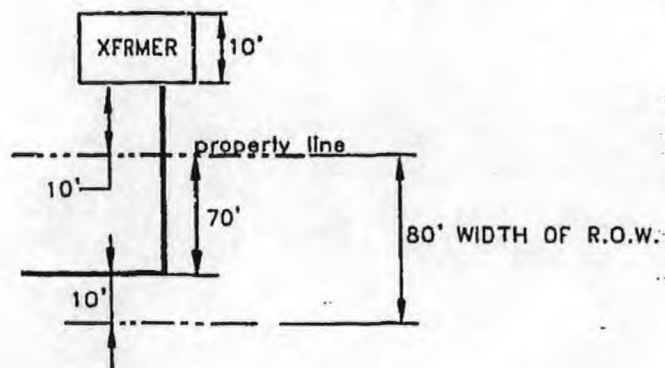
N.T.S.

SEC. 19, T.19S, R.61E.

SEC. 24, T.19S, R.60E.

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DEER SPRINGS PUMPING STATION



DETAIL "A"



N.T.S.

SEC. 10, T.19S, R.01E.
SEC. 24, T.19S, R.00E.

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:

NEVADA POWER COMPANY

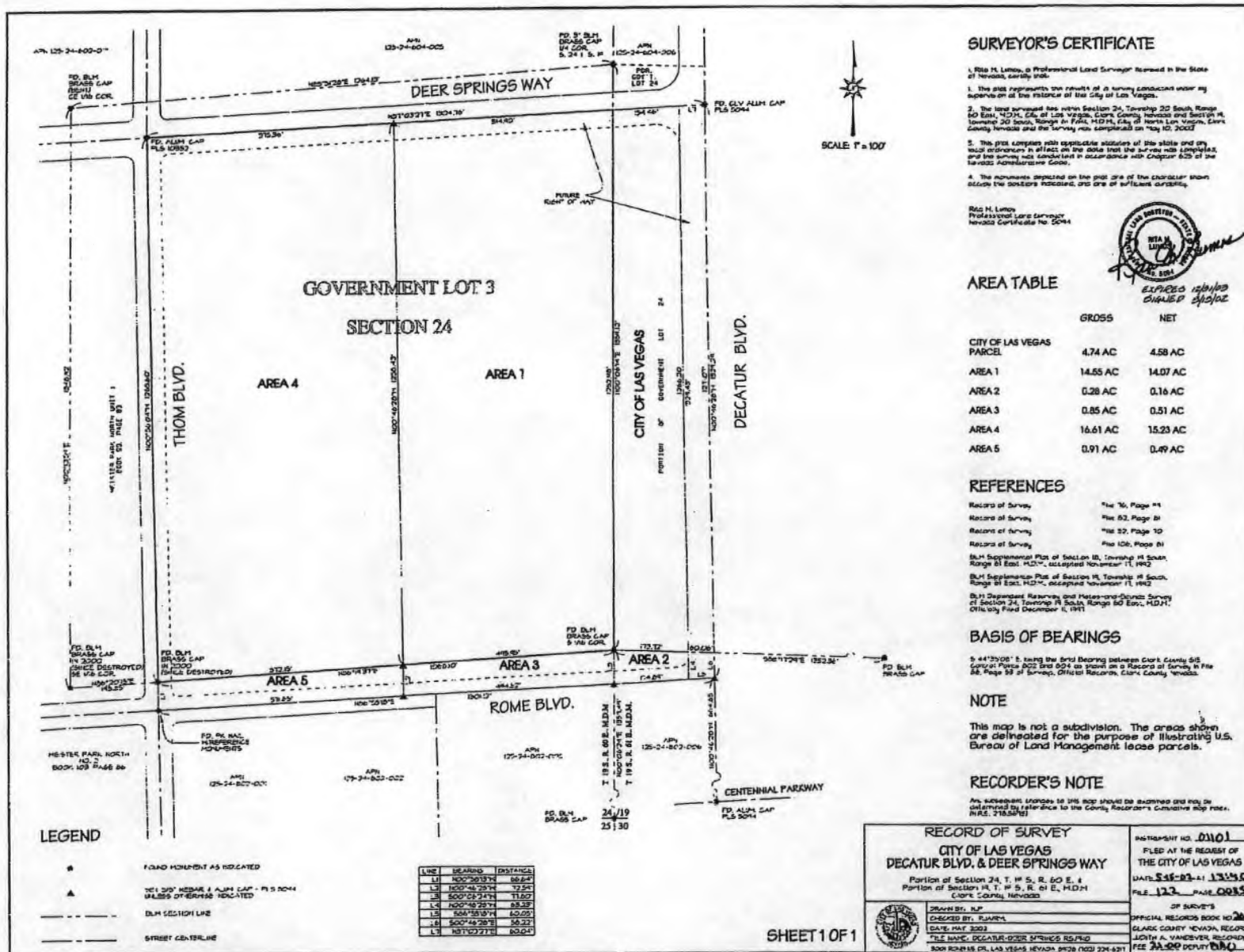
89-28-2000 11 02 KSE

OFFICIAL RECORDS
BOOK: 20000928 INST: 00937

FEE: 17.00 RPTT:

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APN: 125-24-701-016 & -018

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Form 2800-14
(August 1985)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Issuing Office
Las Vegas District
Serial Number
N-75212

1. A (right-of-way) (~~permit~~) is hereby granted pursuant to:
- ☒ Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);
 - ☐ Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);
 - ☐ Other (describe) _____.

2. Nature of Interest:

- a. By this instrument, the holder, City of Las Vegas, receives a right for permanent right-of-way for roadway, sanitary sewer and storm drain purposes and related purposes on public lands (or Federal land for MLA Rights-of-Way) described as follows:

Mount Diablo Meridian, Nevada
T. 19 S., R. 60 E.
Sec. 24; Lot 3
(Containing approximately 1.9 acres as shown on
Exhibit B attached hereto and made a part thereof)

A map showing the location of the right-of-way is attached as Exhibit B and on file with the Bureau of Land Management, Las Vegas District (N-75212).

- The right-of-way or permit area granted herein is varying feet in width, 2,780 feet long and contains 1.9 acres, more or less. If a site type facility, the facility contains _____ acres.
- This instrument shall ~~terminate on~~ be granted in perpetuity ~~years from its effective date~~ unless, ~~prior thereto~~, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- This instrument ☐ may ☐ may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest. NOT APPLICABLE
- Notwithstanding ~~the expiration of this instrument or any renewal thereof~~, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the ~~expiration, or prior termination, of the grant.~~

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as

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practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:
- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
 - b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 120 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
 - c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
 - d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A and B, dated _____, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
 - e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
 - f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

[Signature]
(Signature of Holder)
B. J. [unclear]

[Signature]
Rex Wells

[Signature]
(Title)

Assistant Field Manager
Division of Lands
(Title)

7-8-02
(Date)

7/15/2002
(Date)

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EXHIBIT A
SPECIAL STIPULATIONS
Right-of-Way Grant N-75212

1. Prior to construction activities, cacti and yucca that would be impacted by the project will be salvaged and appropriately transported. All salvaging actions will be coordinated with the Authorized Officer, who will determine how the plants will be used in revegetation. These activities would be coordinated with the Forestry program at BLM.

Mitigation measures for potential impacts to the California bear poppy will be determined on a case-by-case basis whenever this species is found in a proposed project area. These activities would be coordinated with the Authorized Officer.

2. Holder shall mark the exterior boundaries of the ROW with stake and/or lath at 100 to 200 foot intervals. The intervals may be varied at the time of staking at the discretion of the Authorized Officer. The tops of the stakes and/or laths will be painted and the laths flagged in a distinctive color as determined by the Holder. Holder shall maintain all boundary stakes and/or laths in place until final cleanup and restoration is completed.

3. Holder shall conduct all activities associated with construction, operation, and termination of this right-of-way within its authorized limits.

4. Any cultural and/or paleontological resources (historic or prehistoric site or object) are discovered by the Holder, or any person working on his behalf, on public or Federal land shall be immediately reported to the Authorized Officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the Authorized Officer. An evaluation of the discovery will be made by the Authorized Officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The Holder will be responsible for the cost of evaluation and any decision as to proper mitigation measures will be made by the Authorized Officer after consulting with the Holder. Holder shall be responsible for the resultant mitigation costs.

5. Land surface treatment for areas previously disturbed: Following excavation, trenches will be backfilled with the excavated soil. The soil will be distributed and contoured evenly over the surface of the disturbed area. The soil surface will be left rough to help reduce potential wind erosion.

6. Land surface treatment for areas previously undisturbed: Strip the top six inches of soil material with associated plant material over all surfaces to be disturbed by construction. Stockpile this material along the course of construction (inside the right-of-way). At the conclusion, including trench backfilling and compaction, replace the stockpiled soil with plant debris uniformly back on the surface of the disturbed area.

7. The Holder shall not violate applicable air and water quality standards or related facility siting standards established by or pursuant to applicable Federal and State law. The holder shall be responsible for dust abatement within the limits of the right-of-way area and is responsible for consultation with the Authorized Officer and local authorities for acceptable dust abatement and control methods (e.g. water or chemicals). The Holder agrees to indemnify the United States against any liability arising from release of dust on the right-of-way area. This agreement applies without regard to whether a release is caused by the Holder, its agent or contractor, or unrelated third parties. If determined necessary by the Authorized Officer, the Holder shall install and maintain fencing or other means acceptable to the Authorized Officer on the boundaries of the right-of-way area to preclude vehicular travel or other activities that would increase airborne dust and soil erosion on adjacent public lands.

During excavation, backfilling, contouring, and rehabilitation, the disturbed soil should be sufficiently wetted, chemically treated, or treated by other means satisfactory to the Authorized Officer in order to effectively reduce airborne dust and reduce soil erosion. A regular maintenance program shall include, but is not limited to, soil stabilization and reapplication of dust abatement methods as necessary for the duration of the authorization. Prior to relinquishment, abandonment, or termination of the right-of-way, the Holder shall apply permanent dust abatement and control (e.g., rock mulch or other means) acceptable to the Authorized Officer.

8. Holder will comply with the terms and conditions of the Biological Opinion, File No. 1-5-96-F-23R.2, on file at the Bureau of Land Management, Las Vegas District Office.

a. Applicants may voluntarily choose to search for and remove tortoises from lands to be disturbed. Applicants who choose to voluntarily search and remove tortoises shall contract or appoint a qualified individual to oversee the process. Only individuals trained to handle desert tortoises in accordance with U.S. Fish and

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Wildlife Service (FWS) approved guidelines shall be authorized to handle desert tortoises unless they are in imminent danger. Currently, the FWS approved handling guidelines are described in *Guidelines for Handling Desert Tortoises During Construction Projects*, Desert Tortoise Council, 1994. For tortoise removals, the applicant shall make arrangements with Clark County's tortoise pick-up service (702/593-9027) at least 10 days prior to the commencement of tortoise collection.

Tortoises shall not be placed on private lands or lands under management by an agency other than the Bureau of Land Management (BLM) without written permission of the landowner of agency. Results of the tortoise removal will be reported to the Authorized Officer on Form 2, Optional Tortoise Removal Form.

- b. If a tortoise is in imminent danger with immediate death or injury likely (such as from an approaching vehicle or equipment), and the tortoise has been given the opportunity to move but has withdrawn in its shell and is not moving, on site personnel may capture the tortoise and place it in a clean unused cardboard box or similar container. The Clark County tortoise pick-up service, mentioned above, shall be notified immediately. The contained tortoise will be held in the shade or temperature-controlled environment until removed by the pick-up service.
- c. If the applicant desires, tortoises encountered during construction may be moved out of harm's way to adjacent habitat in accordance with FWS approved protocol described above. If adjacent habitat is not available, arrangements must be made with the Clark County pick-up service for disposition of collected tortoises. Tortoises shall only be moved to adjacent habitat during the period of March 1 through October 31. Between November 1 and March 1, tortoises shall be deposited with the Clark County pick-up service (702/593-9027).

Tortoises shall not be placed on private lands or lands under management by an agency other than the BLM without written permission of the landowner or agency. Results of the tortoise removal will be reported to Authorized Officer on Form 2, Optional Tortoise Removal Form.

- d. Holder will pay off-site mitigation (fees) of \$633.00 per acre of surface disturbance to the Desert Tortoise Habitat Conservation Fund (702/730-9999) administered by Clark County, for all projects that are outside of the "exclusionary zone". An exception is that there is no mitigation fees for projects impacting less than 0.25 acres.

Tortoise mitigation fees shall be paid on all undisturbed lands as follows for this right-of-way (N-75212). Approximately 1.9 acres are impacted for a total of \$1,202.70, if paid at grant issuance. If the fees are not paid until disturbance, the amount shall be paid based on the mitigation fee at that time.

Payment of \$1,202.70 must be by certified check or money order payable to Clark County and delivered to:

Clark County
Department of Administrative Services
500 South Grand Central Parkway
P.O. Box 551712
Las Vegas, NV 89155-1712

The payment shall be accompanied by a cover letter from the payee that identifies the following information:
1) the project name, biological opinion number (1-5-96-F-23R.2), BLM case serial number, and payee's name, address, and telephone number; and

2) the amount of payment enclosed, and the number of the check or money order.

The project proponent or Holder may receive credit for payment of these fees and deduct such costs from desert tortoise impact fees charged by local government entities.

- e. Road rights-of-way issued to local governments (Clark County, Cities of Las Vegas, North Las Vegas, Henderson, and Boulder City) may be issued before payment of off-site mitigation fees. If payment of mitigation fees are postponed, the applicant shall submit a request for a Notice-to-Proceed before surface disturbance. The applicant shall provide the BLM with proof of payment of the required mitigation fees before the Notice-to-Proceed is issued. Both of these actions shall occur prior to surface disturbance. A Notice-to-Proceed shall be issued for each segment of right-of-way as payment is made.

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- f. Upon locating a dead, injured, or sick endangered or threatened species, Holder shall notify the U.S. Fish and Wildlife Service, Division of Law Enforcement (FWSLE) in Las Vegas, Nevada at (702) 388-6380. Take care in handling sick or injured desert tortoises to ensure effective treatment and care of the handling of dead specimens to preserve biological material in the best possible state for later analysis of cause of death. In conjunction with the care of sick or injured desert tortoises or preservation of biological materials from a dead animal, the Holder is responsible to perform instructions provided by the FWSLE to ensure that evidence intrinsic to the specimen is not unnecessarily disturbed.
- g. Sick or injured desert tortoises shall be delivered to any qualified veterinarian for appropriate treatment or disposal. Dead desert tortoises suitable for preparation as museum specimens shall be frozen immediately and provided to an institution (per their instructions) holding appropriate Federal and State permits. Should no institutions want the desert tortoise specimens, or if it is determined that they are too damaged (crushed, spoiled, etc.) for preparation as a museum specimen, then they shall be buried away from the project area or cremated, upon authorization by the FWSLE. The Holder/permittee shall bear the cost of any required treatment of injured desert tortoises, euthanasia of sick desert tortoises, or cremation of dead desert tortoises. Sick or injured desert tortoises that are treated by a veterinarian and survive shall be transferred as directed by the FWS.
9. Holder shall construct, maintain, operate and/or modify structures and facilities as directed by the District Manager to protect and minimize adverse effects upon raptors and other wildlife.
10. Holder shall report wildlife fatalities, including raptor electrocutions, that are discovered or near project facilities.
11. During excavation, backfilling, and contouring, the disturbed soil should be wetted sufficiently in order to effectively reduce airborne dust and reduce soil erosion.
12. The holder shall be responsible to incorporate monitoring and eradication of noxious weeds that may be found within the areas disturbed by construction into routine facilities inspection and maintenance.

The Holder shall be responsible for weed control on disturbed areas within the limits of the right-of-way. The Holder is responsible for consultation with the Authorized Officer and/or local authorities for acceptable weed control methods within limits imposed in the grant stipulations.

The holder shall be responsible for the requirement of high-pressure washing of all heavy equipment brought in from out of state for both Notice and Plan of Operations, including Plan of Development level activity.

The holder shall submit a pasture certification/identification that hay or other vegetation grown for use as mulches is weed free, or a feed lot certification stating that weed free feed was consumed by livestock, in the production of organic (manure) fertilizers..
13. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the Holder shall obtain from the Authorized Officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application location of storage and disposal of containers and any other information deemed necessary by the Authorized Officer. The plan must provide the type and quantity of material to be used; the pest, insect, storage and disposal of containers; and other information that the Authorized Officer may require. The plan shall be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year.

Pesticides shall not be permanently stored on public lands authorized for use under this grant.
14. Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an approved waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, construction waste, petroleum products, ashes and equipment.
15. No hazardous material or hazardous waste, as defined in this paragraph, shall be used, produced, transported, or stored within the right-of-way area at any time. Holder agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq., or the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq.) on this right-of-way. This agreement applies

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without regard to whether a release is caused by the Holder, their agent, or unrelated third parties.

16. The Holder shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, Holder shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant (See 40 CFR, Part 702-799 and especially, provisions on Polychlorinated biphenyls, 40 CFR 761.1-761.193.)

17. Holder shall report any release of hazardous substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release of spill of any toxic substances shall be furnished to the Authorized Officer concurrent with the filing of the reports to the involved Federal agency or State government.

18. Holder shall immediately notify the Authorized Officer of any release of hazardous substances, toxic substances, or hazardous waste on or near the area authorized by this right-of-way.

19. Holder shall maintain the right-of-way in a safe, useable condition, as directed by the Authorized Officer. A regular maintenance program shall include, but is not limited to, soil stabilization.

20. The Holder shall provide the Authorized Officer (the Assistant Field Manager, Division of Lands) with data in a format compatible with the Bureau's Arc-Info Geographic Information System to accurately locate and identify the right-of-way, within 90 days of construction completion. Acceptable data formats are:

(1) Corrected Global Positioning System files with sub-meter accuracy or better, in NAD 27 or NAD 83;

(2) An AUTOCAD dxf file;

(3) Or ARCInfo export files on a CD ROM, 100 mb ZIP disk or 1gb Jazz disk.

Data may be submitted in any of the following formats:

(1) ARCInfo export file;

(2) On a 3.5 inch floppy disk in compressed or uncompressed format. Compressed or ZIPed data must include a copy of the UNZIP.EXE file on the disk.

All data shall include metadata for each coverage, and conform to the Content Standards for Digital Geospatial Metadata Federal Geographic Data Committee standards. Contact Mr. Robert Taylor, GIS Coordinator at (702) 515-5051.

21. The holder shall protect all survey monuments found within the authorization area. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coast and Geodetic Survey benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. If any of the above are to be disturbed during operations the holder shall secure the services of a Professional Land Surveyor or Bureau cadastral surveyor to perpetuate the disturbed monuments and references using surveying procedures found in the Manual of Instructions for the Survey of Public Lands of the United States and NRS Chapter 329, Perpetuation of Corners. The holder shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monuments, the holder shall be responsible for the survey costs.

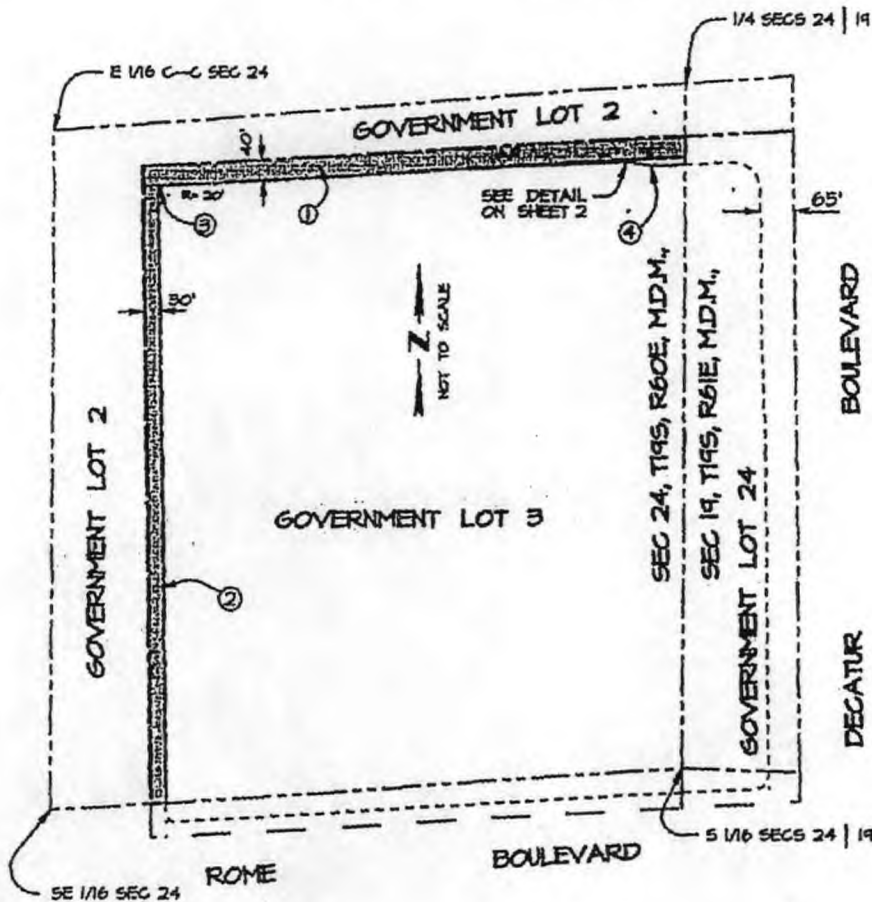
22. The lease will be subject to the following easements: Nevada Power Company BLM serial number N-66722 and the City of Las Vegas BLM serial number's N-63112 and N-37109. The right-of-way is issued subject to all valid and existing rights.

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EXHIBIT "B"

PORTIONS OF NE 1/4, SE 1/4, SECTION 24,
T19S, R60E, M.D.M.,



① PARCEL NUMBER

SHEET 1 OF 4

SEE SHEET 3 FOR LEGAL DESCRIPTION

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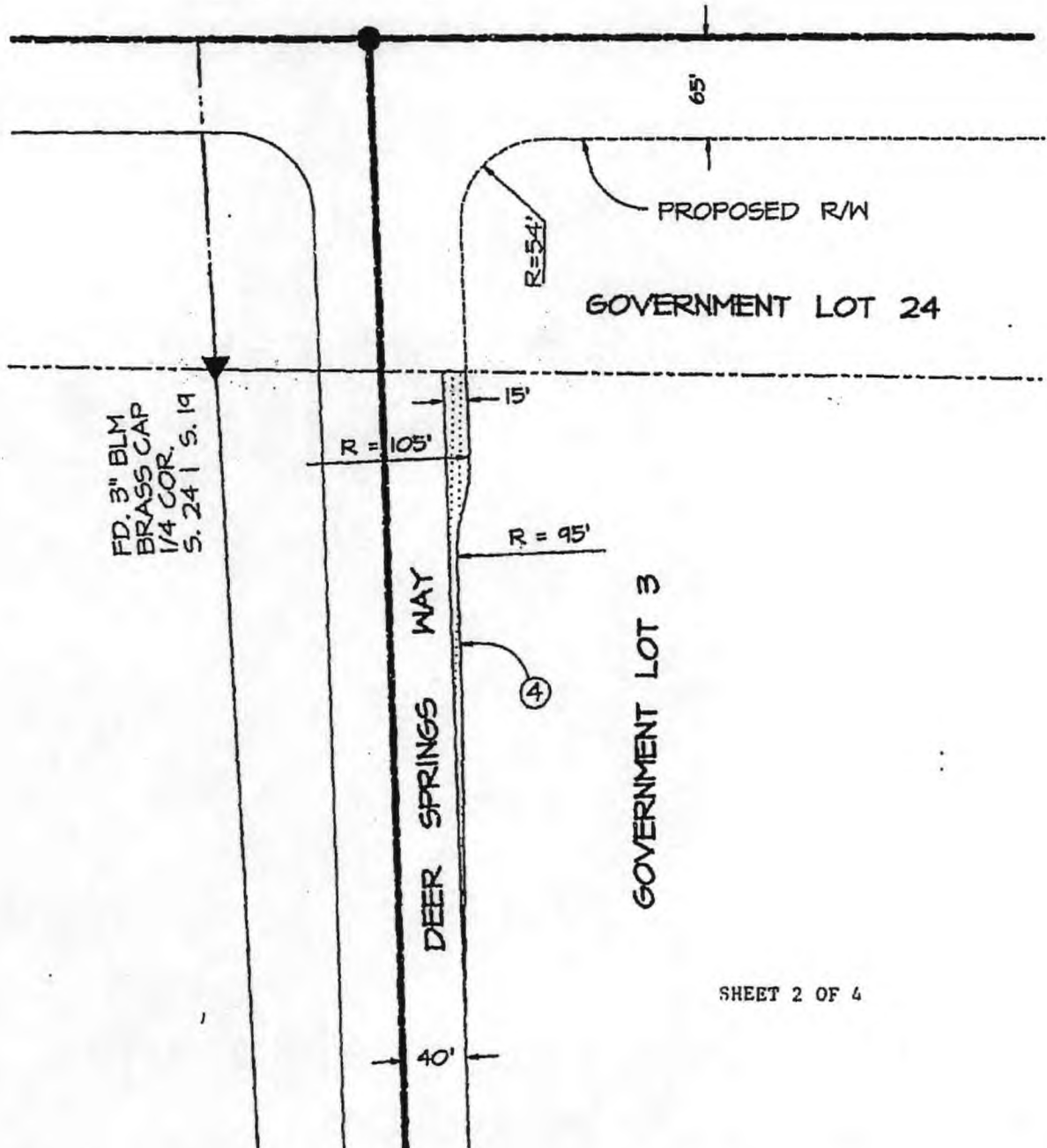
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EXHIBIT "B"

NOT TO SCALE



DECATUR BOULEVARD



SHEET 2 OF 4

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A.P.N. 125-24-701-016 & -018
BLM RIGHT-OF-WAY GRANT APPLICATION
DEER SPRINGS WAY AND THOM BOULEVARD

Those portions of Government Lot 3 in the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 24, Township 19 South, Range 60 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, as shown on the DEPENDENT RESURVEY AND METES-AND-BOUNDS SURVEY of portions of said Section 24, accepted December 9, 1997 and filed December 11, 1997, in the Nevada State Office of the UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT in Reno, Nevada, described as follows:

PARCEL 1 DEER SPRINGS WAY

The North 40.00 feet of Government Lot 3 in said Section 24.

PARCEL 2 THOM BOULEVARD

The West 30.00 feet of Government Lot 3 in said Section 24.

EXCEPT THEREFROM, the North 40.00 feet of said West 30.00 feet.

PARCEL 3 SOUTHEAST CORNER OF DEER SPRINGS WAY AND THOM BOULEVARD

A triangular parcel of land bounded as follows: bounded on the North by the South line of the North 40.00 feet of Government Lot 3 in said Section 24; bounded on the West by the East line of the West 30.00 feet of said Government Lot 3; and bounded on the Southeast by the arc of a curve, concave Southeasterly, having a radius of 20.00 feet, being tangent to the South line of said North 40.00 feet and tangent to the East line of said West 30.00 feet.

PARCEL 4 DEER SPRINGS TURN LANE

COMMENCING at the Northeast corner of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of said Section 24, being the Northeast corner of Government Lot 2 in the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of said Section 24; thence along the East line of said Government Lot 2, South 00°16'14" West a distance of 106.15 feet to the Northeast

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A.P.N. 125-24-701-016 & -018
BLM RIGHT-OF-WAY GRANT APPLICATION
DEER SPRINGS WAY AND THOM BOULEVARD
(CONTINUED)

corner of Government Lot 3 in said Section 24; thence along the East line of said Government Lot 3, continuing South 00°16'14" West a distance of 40.06 feet to the TRUE POINT OF BEGINNING in the South line of the North 40.00 feet of said Government Lot 3; thence along the South line of said North 40.00 feet, South 87°03'27" West a distance of 431.58 feet; thence departing the South line of said North 40.00 feet, North 88°19'50" East a distance of 225.06 feet to the South line of the North 45.00 feet of said Government Lot 3; thence along the South line of said North 45.00 feet, North 87°03'27" East a distance of 87.55 feet to the beginning of a tangent curve, concave Southerly, and having a radius of 95.00 feet; thence Easterly along said tangent curve, through a central angle of 18°11'42" and an arc length of 30.17 feet to the beginning of a reverse curve, concave Northerly and having a radius of 105.00 feet; thence Easterly along said curve, from a common tangent which bears South 74°44'51" East, through a central angle of 18°11'42" and an arc length of 33.34 feet to the South line of the North 55.00 feet of said Government Lot 3; thence tangent to said curve, along the South line of said North 55.00 feet, North 87°03'27" East a distance of 55.78 feet to the East line of said Government Lot 3; thence along the East line of said Government Lot 3, North 00°06'14" East a distance of 15.02 feet to the TRUE POINT OF BEGINNING.

The above-described PARCEL 1, PARCEL 2, PARCEL 3 and PARCEL 4 contain a total area of 82,909 square feet or 1.903 acres, more or less.

The Basis of Bearings of the above legal description is North 00°06'14" East, being the East line of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 24, Township 19 South, Range 60 East, M.D.M., as shown on the RECORD OF SURVEY BOUNDARY LINE ADJUSTMENT, recorded January 11, 2000 in File 106 of Surveys, Page 81 of Clark County, Nevada Records.

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

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:

LAS VEGAS CITY
07-31-2002 08:29 GWC 11
OFFICIAL RECORDS
BOOK: 20020731 INST: 00560
FEE: .00 RPTT: .00



20041102-0003025

Fee: \$0.00

N/C Fee: \$0.00

11/02/2004

13:29:33

T20040123788

Requestor:

NORTH LAS VEGAS CITY

Frances Deane

DGI

Clark County Recorder

Pgs: 11

APN#

N/A

11 digit number may be obtained at:

<http://sandgate.co.clark.nv.us/cicsAssessor/owner.htm>

BLM Grant # 59611

Right of Way TO CNLV

Type of Document

(Example: Declaration of Homestead, Quit Claim Deed, etc.)

Recording requested by:

CITY of NORTH LAS VEGAS

Return to:

Name _____ When Recorded, Please Mail To _____

CITY CLERK

P. O. BOX 4086

Address _____ NO. LAS VEGAS, NV 89030

City/State/Zip _____

This page added to provide additional information required by NRS 111.312 Sections 1-2
(An additional recording fee of \$1.00 will apply.)

This cover page must be typed or printed clearly in black ink only.

CS12/03



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Las Vegas District Office
4765 Vegas Drive
Las Vegas, Nevada 89108

N-59611
2800
(NV-054)

CERTIFIED MAIL NO. 25256 4/
RETURN RECEIPT REQUESTED

MAY 23 1996

DECISION

City of North Las Vegas :
Attn: Randy Cagle : Right-of-Way
2266 Civic Center Dr. :
North Las Vegas, NV 89030 :

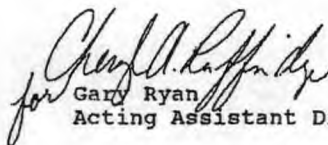
Right-of-Way Grant N-59611 Issued

Enclosed is a copy of right-of-way grant serial number N-59611 which has been approved by the Bureau of Land Management.

Within 30 days of receipt of this decision, you have the right of appeal to the Board of Land Appeals, Office of the Secretary, in accordance with the regulations in 43 CFR 4.400. If an appeal is taken, you must follow the procedures outlined in the enclosed Form 1842-1, Information on Taking Appeals to the Board of Land Appeals.

Within 30 days after you appeal, you are required to provide a Statement of Reasons to the Board of Land Appeals and a copy to the Regional Solicitor's office listed in Item 3 on the form. The appellant has the burden of showing that the decision appealed from is in error. If you appeal this decision, please provide this office with a copy of your Statement of Reasons.

This decision, under the provisions of 43 CFR 2800 constitutes a final decision and remains in full force and effect during an appeal unless the Secretary rules otherwise. Refer to 43 CFR 2804 for the requirements for filing a petition for stay.

 CHERYL A. RUFFRIDGE
for Gary Ryan
Acting Assistant District Manager

2 Enclosures

1. Right-of-Way Grant N-59611
2. Form 1842-1

Form 2800-14
(August 1985)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Issuing Office
Las Vegas District
Serial Number
N-59611

1. A (right-of-way) (~~permit~~) is hereby granted pursuant to:

- a. ☒ Title V of the Federal Land Policy and Management Act of October 21, 1976
(90 Stat. 2776; 43 U.S.C. 1761);
- b. ☐ Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);
- c. ☐ Other (describe) _____.

2. Nature of Interest:

- a. By this instrument, the holder City of North Las Vegas receives a right to construct, operate, maintain, and terminate a roadway on public lands (or Federal land for MLA Rights-of-Way) described as follows:

Mount Diablo Meridian
T. 19 S., R. 61 E.,
sec. 7: Lot 5
sec. 18: Lots 21-28
sec. 19: Lots 19-24

Approximately 23.73 acres

A map showing the location of the right-of-way is on file with the Bureau of Land Management, Las Vegas District (N-59611). *Record of Survey File 74 Page 46*

- b. The right-of-way or permit area granted herein is varying width from 50' to 100' wide, 10,735' long and contains 23.73 acres, more or less. If a site type facility, the facility contains _____ acres.
- c. This instrument shall ~~terminate on~~ be granted in perpetuity ~~years from its effective date~~ unless, ~~prior thereto~~, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument ☐ may ☐ may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest. NOT APPLICABLE
- e. Notwithstanding ~~the expiration of this instrument or any renewal thereof~~, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of ~~the expiration, or prior termination~~, of the grant.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

INFORMATION ON TAKING APPEALS TO THE BOARD OF LAND APPEALS

DO NOT APPEAL UNLESS

1. This decision is adverse to you,
AND
2. You believe it is incorrect

IF YOU APPEAL, THE FOLLOWING PROCEDURES MUST BE FOLLOWED

1. NOTICE OF APPEAL Within 30 days file a *Notice of Appeal* in the office which issued this decision (see 43 CFR Secs. 4.411 and 4.413). You may state your reasons for appealing, if you desire.
2. WHERE TO FILE
NOTICE OF APPEAL Bureau of Land Management
Las Vegas District Office
4765 W. Vegas Drive
Las Vegas, NV 89108

SOLICITOR
ALSO COPY TO Regional Solicitor Pacific Southwest Region
U.S. Department of the Interior
2800 Cottage Way
Sacramento, CA 95825
3. STATEMENT OF REASONS . . . Within 30 days after filing the *Notice of Appeal*, file a complete statement of the reasons why you are appealing. This must be filed with the United States Department of the Interior, Office of the Secretary, Board of Land Appeals, 4015 Wilson Blvd., Arlington, Virginia 22203 (see 43 CFR Sec. 4.412 and 4.413). If you fully stated your reasons for appealing when filing the *Notice of Appeal*, no additional statement is necessary.

SOLICITOR
ALSO COPY TO Regional Solicitor Pacific Southwest Region
U.S. Department of the Interior
2800 Cottage Way
Sacramento, CA 95825
4. ADVERSE PARTIES Within 15 days after each document is filed, each adverse party named in the decision and the Regional Solicitor or Field Solicitor having jurisdiction over the State in which the appeal arose must be served with a copy of: (a) the *Notice of Appeal*, (b) the *Statement of Reasons*, and (c) any other documents filed (see 43 CFR Sec. 4.413). Service will be made upon the Associate Solicitor, Division of Energy and Resources, Washington, D.C. 20240, instead of the Field or Regional Solicitor when appeals are taken from decisions of the Director (WO-100).
5. PROOF OF SERVICE Within 15 days after any document is served on an adverse party, file proof of that service with the United States Department of the Interior, Office of the Secretary, Board of Land Appeals, 4015 Wilson Blvd., Arlington, Virginia 22203. This may consist of a certified or registered mail "Return Receipt Card" signed by the adverse party (see 43 CFR Sec. 4.401(c)(2)).

Unless these procedures are followed your appeal will be subject to dismissal (see 43 CFR Sec. 4.402). Be certain that all communications are identified by serial number of the case being appealed

NOTE: A document is not filed until it is actually received in the proper office (see 43 CFR Sec. 4.401(a))

SUBPART 1821.2--OFFICE HOURS; TIME AND PLACE FOR FILING

Sec. 1821.2-1 *Office hours of State Offices.* (a) State Offices and the Washington Office of the Bureau of Land Management are open to the public for the filing of documents and inspection of records during the hours specified in this paragraph on Monday through Friday of each week, with the exception of those days where the office may be closed because of a national holiday or Presidential or other administrative order. The hours during which the State Offices and the Washington Office are open to the public for the filing of documents and inspection of records are from 10 a.m. to 4 p.m., standard time or daylight saving time, whichever is in effect at the city in which each office is located.

Sec. 1821.2-2(d) Any document required or permitted to be filed under the regulations of this chapter, which is received in the State Office or the Washington Office, either in the mail or by personal delivery when the office is not open to the public shall be deemed to be filed as of the day and hour the office next opens to the public.

(e) Any document required by law, regulation, or decision to be filed within a stated period, the last day of which falls on a day the State Office or the Washington Office is officially closed, shall be deemed to be timely filed if it is received in the appropriate office on the next day the office is open to the public.

* * * * *

SUBPART 1821.2--OFFICE HOURS; TIME AND PLACE FOR FILING

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(e) Any document required by law, regulation, or decision to be filed within a stated period, the last day of which falls on a day the State Office or the Washington Office is officially closed, shall be deemed to be timely filed if it is received in the appropriate office on the next day the office is open to the public.

* * * * *

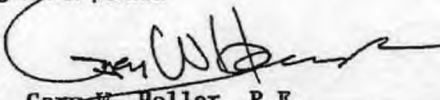
3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

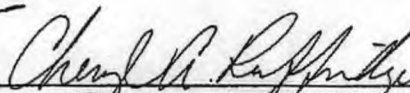
- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 120 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit A, dated 8-11-95, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.


Gary W. Holler, P.E.
(Signature of Holder)

Director of Public Works
(Title)

08/17/95
(Date)


(Signature of Authorized Officer)
CHERYL A. RUFFRIDGE

for GARY RYAN
Acting Assistant District Manager, Non-Renewable
(Title) Resources

5-23-96
(Date)

8-11-95

EXHIBIT A
SPECIAL STIPULATIONS
N-59611

1. All construction activities shall be confined to the minimum area necessary and shall not exceed the width of the right-of-way defined herein. The exterior boundaries of the right-of-way shall be clearly flagged prior to any surface disturbing activities.
2. Holder shall comply with the applicable federal and state laws and regulations concerning the use of pesticides in all activities/operations authorized under this grant. The Authorized Officer shall approve a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect, storage and disposal of containers; and other information that the Authorized Officer may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year. Emergency use of pesticides may occur. The use of substances on or near the right-of-way shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this grant.
3. If cultural resources are discovered during operations under this grant, the Holder shall immediately bring them to the attention of the Authorized Officer. The Holder shall not disturb such resources except as may be subsequently authorized. Within two working days of notification, the Authorized Officer will evaluate or have evaluated any cultural resources discovered and will determine if any action may be required to protect cultural resources discovered. The cost of data recovery for cultural resources discovered during operations shall be borne by the BLM unless otherwise specified by the Authorized Officer of the BLM. All cultural resources shall remain under the jurisdiction of the United States until ownership is determined under applicable law.
4. Although not required, applicants may voluntarily choose to search for and remove tortoises from lands to be disturbed. However, those who choose to do voluntary search and removal shall contract or appoint a qualified individual to oversee the process. Only individuals trained to handle desert tortoises in accordance with Service-approved guidelines shall be authorized to handle desert tortoises unless they are in imminent danger. Currently, the Service-approved handling guidelines are described in "Guidelines for Handling Desert Tortoises During Construction Projects (Desert Tortoise Council, 1994). For tortoise removals, the applicant shall make arrangements with Clark County's tortoise pick-up service (593-9027) at least 10 days prior to the commencement of tortoise collection. Tortoises shall not be placed on private lands or lands under management by an agency other than the Bureau without written permission of the landowner of agency. Results of the tortoise removal will be reported to BLM on Form 2, Optional Tortoise Removal Form.
5. If the applicant desires, tortoises encountered during construction may be moved out of harm's way to adjacent habitat in accordance with Service-approved protocol described above. Tortoises shall not be placed on private lands or lands under management by an agency other than the Bureau without written permission of the landowner or agency. If adjacent habitat is not available, arrangements must be made with the Clark County pick-up service for disposition of collected tortoises.

6. The Holder must comply with all federal, state, and county, and other ordinances and regulations concerning air quality.
7. The grant is issued subject to all valid and existing rights contained in the following rights-of-way:

N-42592 Nevada Power Company
N-49722 Nevada Power Company

EXHIBIT 'A'
AMENDED LEGAL DESCRIPTIONS OF AREAS FOR RIGHT OF WAY
GRANT #N-59611

The west fifty feet (50') of government lots 11, 12, 19 of Section 6, Township 19 South, Range 61 East, M.D.M.

The west fifty feet (50') of government lot 5 of Section 7, Township 19 South, Range 61 East, M.D.M.

The west fifty feet (50') of government lots 21, 24, 25, 28 of Section 18, Township 19 South, Range 61 East, M.D.M.

The west fifty feet (50') of government lots 19, 22, 23 of Section 19, Township 19 South, Range 61 East, M.D.M.

All of government lot 22 of Section 18, Township 19 South, Range 61 East, M.D.M.

The east fifty feet (50') of government lot 23 of Section 18, Township 19 South, Range 61 East, M.D.M.

The east fifty feet (50') of government lot 26 of Section 18, Township 19 South, Range 61 East, M.D.M.

The south eighty feet (80') of the north ninety six feet (96') of government lot 26 of Section 18, Township 19 South, Range 61 East, M.D.M.

The east fifty feet (50') of government lot 27 of Section 18, Township 19 South, Range 61 East, M.D.M.

The east fifty feet (50') of government lot 20 of Section 19, Township 19 South, Range 61 East, M.D.M.

The south one hundred feet (100') of the north one hundred sixty feet (160') of government lot 20 of Section 19, Township 19 South, Range 61 East, M.D.M. Together with that spandrel having a radius of 25 feet located at the southwest intersection of the above described east 50 feet and the herein described south 100 feet.

The south fifty feet (50') of the north eight hundred two feet (802') of government lot 20 of Section 19, Township 19 South, Range 61 East, M.D.M. Together with those spandrels having a radius of 25 feet located at the northwest and southwest intersections of the above described east 50 feet and the herein described south 50 feet.

EXHIBIT 'A'
AMENDED LEGAL DESCRIPTIONS OF AREAS FOR RIGHT OF WAY
GRANT #N-59611

The south sixty feet (60') of the north one hundred twenty eight feet (128') of government lot 21 of Section 19, Township 19 South, Range 61 East, M.D.M. Together with those spandrels having a radius of 25 feet located at the northwest and southwest intersections of the above described east 60 feet and the herein described north 60 feet.

The south sixty feet (60') of the north eight hundred seven feet (807') of government lot 21 of Section 19, Township 19 South, Range 61 East, M.D.M. Together with those spandrels having a radius of 25 feet located at the northwest and southwest intersections of the above described east 60 feet and the herein described north 60 feet.

The east sixty feet (60') of government lot 21 of Section 19, Township 19 South, Range 61 East, M.D.M.

The south eighty feet (80') of the north one hundred twenty eight feet (128') of government lot 24 of Section 19, Township 19 South, Range 61 East, M.D.M. Together with that spandrel having a radius of 25 feet located at the northwest intersection of the above described east 50 feet and the herein described north 80 feet.

The east fifty feet (50') of government lot 24 of Section 19, Township 19 South, Range 61 East, M.D.M.

(Total length 15,451.56 linear feet and encompasses an area of 43.007 acres)



Fee: \$15.00
N/C Fee: \$0.00

08/08/2005 09:10:58
T20050143494

Requestor:
NEVADA POWER

Frances Deane LeahR
Clark County Recorder Pgs: 2

APN: 125-24-701-031

When recorded, mail to:
Land Section, MS#9
Nevada Power Company
P.O. Box 98910
Las Vegas, Nevada 89151-0001

(2) 1076

RIGHT OF ENTRY

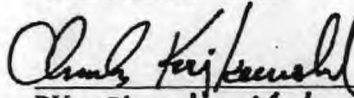
I (We) **CITY OF LAS VEGAS**, a municipal corporation, for and in consideration of One Dollar (\$1.00) receipt of which is hereby acknowledged, permission is hereby granted to **NEVADA POWER COMPANY** its successors and assigns, and/or their agents or contractors to enter in and upon said grantor's land described as **that part of Government Lot 24 in Section 19, Township 19 South, Range 61 East, M.D.M., Clark County, Nevada, as shown on Record of Survey recorded in File 122, Page 35, Clark County, Records, more particularly described as: The proposed easement to be approximately 20.00 feet by 90.00 feet, located within the East 20.00 feet of the Northerly 500.00 feet of the following described parcel: Government Lot 24, EXCEPTING THEREFROM those portions Dedicated per Dedication recorded in Book 20030228 as Document No. 01081 for the purpose of constructing, installing, energizing and maintaining electrical facilities over, under, across and upon said premises as shown and delineated on Nevada Power Company Work Request Number: 176622**
Job Name: **Wal Mart # 3351 ROE: 87-05km**

NEVADA POWER COMPANY will pay for damages, if any, sustained to the above described property as a result of the negligence of **NEVADA POWER COMPANY** and/or their agents and/or contractors related to the above described Work Request.

Upon completion of the project constructed by this "Right of Entry", the grantor, its successor's or assigns hereby agree to sign and execute Nevada Power Company's standard form **GRANT OF EASEMENT** describing the permanent easement area to be retained over said premises.

WITNESS my (our) hand(s) this 15th day of July, 2005.

CITY OF LAS VEGAS

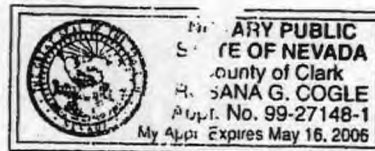

BY: **Charles Kijkowski**
TITLE:
City Engineer.

BY:
TITLE:

STATE OF Nevada
COUNTY OF Clark

On this 15th day of July, 2005, before me, a Notary Public,
personally appeared Charles Kajkowski personally known
to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who
executed this instrument as City Engineer on behalf of
the CITY OF LAS VEGAS, and acknowledged to me that the CITY OF LAS VEGAS
executed it.

Rosana G. Cogle
Notary Public



Notary Statement and/or Seal

WR# 176622 ROE: 87-05km

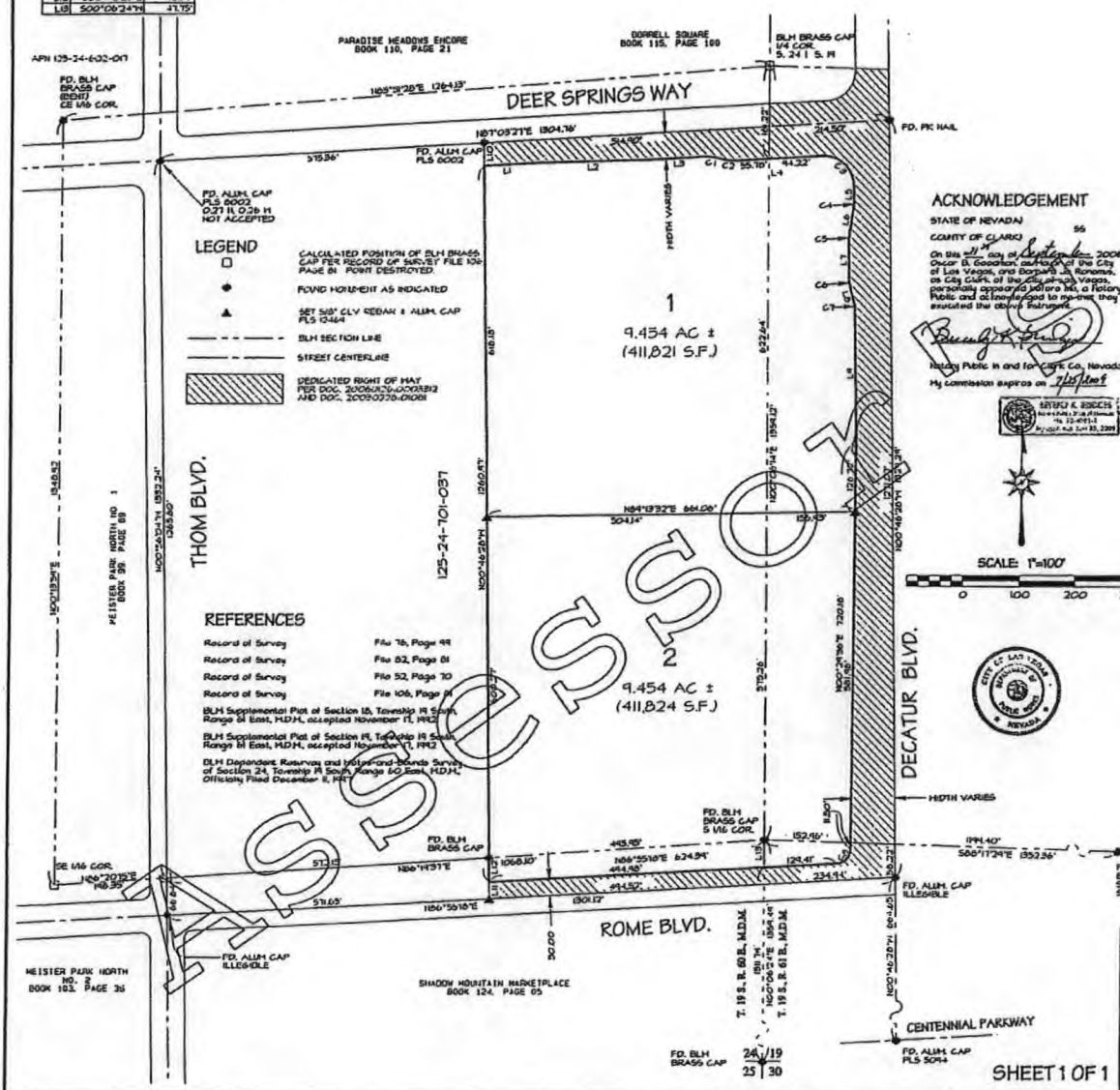
20061015-0003335
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20061015-0003335
 20061015-0003335
 20061015-0003335

LINE	BEARING	DISTANCE
L1	N07°02'21"E	52.30'
L2	N08°15'05"E	223.04'
L3	N07°02'21"E	81.55'
L4	N07°02'21"E	50.00'
L5	S00°46'20"E	30.00'
L6	S00°46'20"E	56.64'
L7	S00°46'20"E	19.62'
L8	S44°48'24"E	25.00'
L9	S00°46'20"E	23.30'
L10	S00°46'20"E	40.00'
L11	S00°46'20"E	30.00'
L12	S00°46'20"E	42.51'
L13	S00°46'20"E	11.70'

CURVE	DELTA	RADIUS	ARC LENGTH	TANGENT
C1	10°11'42"	15.00'	3.01'	16.21'
C2	10°11'42"	15.00'	3.01'	16.21'
C3	42°10'05"	54.00'	36.67'	56.09'
C4	4°27'44"	30.00'	3.32'	1.82'
C5	4°27'44"	30.00'	3.32'	1.82'
C6	14°02'10"	20.00'	1.35'	3.64'
C7	14°02'10"	20.00'	1.35'	3.64'
C8	86°25'23"	25.00'	31.71'	28.49'

PARCEL MAP CITY OF LAS VEGAS DECATUR BLVD. & DEER SPRINGS WAY Portion of Section 24, T. 19 S., R. 60 E. & Portion of Section 19, T. 19 S., R. 61 E., M.D.M. Clark County, Nevada



LEGEND
 □ CALCULATED POSITION OF BLM BRASS CAP PER RECORD OF SURVEY FILE 106
 * FOUND MONUMENT AS INDICATED
 ▲ SET 5/8" CLV NEEDLE & ALUM. CAP PLS 10-464
 --- BLM SECTION LINE
 --- STREET CENTERLINE
 --- DEDICATED RIGHT OF WAY PER DEC. 2006/2006/2006/2006 AND DEC. 2006/2006/2006/2006

REFERENCES
 Record of Survey File 76, Page 49
 Record of Survey File 82, Page 61
 Record of Survey File 52, Page 70
 Record of Survey File 106, Page 11
 BLM Supplemental Plat of Section 18, Township 19 South, Range 61 East, M.D.M., accepted November 11, 1962
 BLM Supplemental Plat of Section 19, Township 19 South, Range 61 East, M.D.M., accepted November 11, 1962
 BLM Dependent Resurvey and Monumentation Survey of Section 24, Township 19 South, Range 60 East, M.D.M., Officially Filed December 8, 1962

ACKNOWLEDGEMENT
 STATE OF NEVADA
 COUNTY OF CLARK
 On this day of September, 2006, Oscar B. Goodman, Mayor of the City of Las Vegas, and Barbara J. Romano, as City Clerk, of the City of Las Vegas, personally appeared before me, a Notary Public and acknowledged to me that they executed the above instrument.

SURVEYOR'S CERTIFICATE
 I, Alan R. Rieck, a Professional Land Surveyor licensed in the State of Nevada, do hereby certify that:
 1) The Parcel Map reflects the results of a survey conducted under my supervision in the interest of the City of Las Vegas.
 2) The lands surveyed lie within Section 24, Township 19 South, Range 60 East, M.D.M., and Section 19, Township 19 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, and the survey was completed on June 1, 2006.
 3) This plat complies with the applicable state statutes and city local ordinances in effect on the date that the governing body gave its final approval.
 4) The monuments depicted on the parcel map are of the character shown, occupy the positions indicated and are of sufficient number and variety.

OWNER'S CERTIFICATE AND DEDICATION
 The City of Las Vegas, Nevada, a municipal corporation, does hereby certify that it is the owner of the lands subdivided within the boundary shown hereon, and hereby consents to the preparation and recording of the Parcel Map, and has caused the same to be surveyed and plotted into parcels and does hereby offer and dedicate to the City of Las Vegas, its successors and assigns, all public streets and rights of way as shown hereon and does hereby grant to the City of Las Vegas, its successors and assigns, easements as hereby shown and indicated.
 Further, the undersigned owner hereby grants and conveys to the City of Las Vegas and to its successors and assigns, a five-foot wide easement adjacent to all property lines where lots or common areas are used for public streets for purposes of placing public fire hydrants, public streetlights, conduits, traffic signals and appurtenances, and an additional easement of up to two feet in width from each fire hydrant, streetlight, conduit, traffic signal and appurtenance, to extend beyond the five-foot easement if necessary, together with the right of ingress to and egress from these easements.

APPROVALS
 This is to certify that the Director of the Department of Planning and Development, City of Las Vegas, on the 21st day of September, 2006, did approve for the purposes of land division and receipt in behalf of the public use and any portion thereof for dedication for the public use in conformity with the terms of the offer of dedication per Nevada Revised Statutes and applicable local ordinances.
 K. Ranga P. Ranga, Director
 Department of Planning and Development
 City of Las Vegas
 Approved by: C. S. S. 9/1/06
 C. S. S., Engineer
 City of Las Vegas

BASIS OF BEARINGS
 S 44°39'00"E is being the true bearing between Clark County 815 Control Posts 803 and 804 as shown on a Record of Survey in File 06, Page 38 of Surveys, Official Records, Clark County, Nevada.
RECORDERS NOTE
 Any subsequent changes to this map should be examined and may be determined by reference to the County Recorder's Cumulative map index. (NRS 210.5675)

PMP - 15245

PARCEL MAP CITY OF LAS VEGAS DECATUR BLVD. & DEER SPRINGS WAY Portion of Section 24, T. 19 S., R. 60 E. & Portion of Section 19, T. 19 S., R. 61 E., M.D.M. Clark County, Nevada		INSTRUMENT NO. 022333E FILED AT THE REQUEST OF THE CITY OF LAS VEGAS DATE: 9/1/06 AT 14:28 FILE: 112 PAGE: 2973 OF PARCEL MAPS OFFICIAL RECORDS BOOK NUMBER CHARLES HANLEY, RECORDER FEB 21 08 DEPUTY - SCL
DRAWN BY: ILP CHECKED BY: ARR DATE: JUNE 2006 FILE NAME: DECATUR-DEER SPRINGS PMP10 BOOK 804466 PL. LAS VEGAS, NEVADA 89201 (702) 729-4371		

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

RESOLUTIONS:

R-30-2007 - Discussion and possible action regarding a Resolution Amending the Lone Mountain Master Development Plan and Design Standards – Ward 4 (Brown)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This Resolution will amend the Lone Mountain Master Development Plan and Design Standards to update provisions regarding building setbacks, street lighting and permissible plants.

RECOMMENDATION:

It is recommended that the City Council approve this Resolution and authorize its execution on behalf of the City.

BACKUP DOCUMENTATION:

Resolution No. R-30-2007

Motion made by LARRY BROWN to Approve

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

**RESOLUTION AMENDING THE LONE MOUNTAIN
MASTER DEVELOPMENT PLAN AND DESIGN STANDARDS**

WHEREAS, in 1997 the City Council adopted the document entitled the "Lone Mountain Master Development Plan and Design Standards" to govern development within the Plan area; and

WHEREAS, in accordance with Resolution R-58-2006, the document referred to in the previous paragraph may be amended from time to time by ordinance or by resolution of the City Council; and

WHEREAS, it is now proposed to amend provisions of the document relative to building setbacks, street lighting, and permissible plants; and

WHEREAS, the City Council desires to address the amendments listed above by means of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS AS FOLLOWS:

1. The document entitled the "Lone Mountain Master Development Plan and Design Standards" is hereby amended as set forth in Paragraphs 2 through 5 below, and the Planning and Development Department is authorized and directed to incorporate those amendments into the Plan document as deemed appropriate.

2. Subsection 3.5.3 is deleted and replaced with the following language:

3.5.3 Internal Property Lines: Because maintenance of areas narrower than five feet (5') is impractical, building setbacks along internal property lines (side property lines not fronting on a public right-of-way) shall be either two inches (2") and smaller, or five feet (5') and greater.

3. Subsection 3.10(a) is deleted and replaced with the following language:

(a) Street lighting and installation shall be subject to review and approval by the City in accordance with applicable standards.

4. Appendix B, the Lone Mountain Plant Palette, is amended by amending the subdivision entitled "Shrubs" to add, as a permissible shrub, the following shrub (showing first its botanical

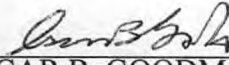
1 name and then its common name):

2 Nerium oleander Oleander

3 5. Appendix B, the Lone Mountain Plant Palette, is amended by deleting from the subdivision
4 entitled "Prohibited Plants" the following shrub (showing first its botanical name and then its
5 common name):

6 Nerium oleander Oleander

7
8 PASSED, ADOPTED, AND APPROVED this 2nd day of May, 2007.
9 CITY OF LAS VEGAS

10
11 BY 
12 OSCAR B. GOODMAN, Mayor

13 ATTEST:

14 
15 BEVERLY BRIDGES, Acting City Clerk

16 APPROVED AS TO FORM

17 Val Steel 4-19-07
18 Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

RESOLUTIONS:

R-31-2007 - Discussion and possible action regarding a Resolution Amending the Lone Mountain West Master Development Plan and Design Standards – Ward 4 (Brown)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Several years ago the City Council adopted the Lone Mountain West Master Development Plan and Design Standards. The document does not specify how it is to be amended or modified. This Resolution will amend the document to 1) include provisions regarding future amendments and modifications, and 2) update provisions regarding building setbacks, street lighting and permissible plants.

RECOMMENDATION:

It is recommended that the City Council approve this Resolution and authorize its execution on behalf of the City.

BACKUP DOCUMENTATION:

Resolution No. R-31-2007

Motion made by LARRY BROWN to Approve

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

**RESOLUTION AMENDING THE LONE MOUNTAIN WEST
MASTER DEVELOPMENT PLAN AND DESIGN STANDARDS**

WHEREAS, in 1999 the City Council adopted the document entitled the "Lone Mountain West Master Development Plan and Design Standards" to govern development within the Plan area; and

WHEREAS, over the years, the document has been amended at various times by various means; and

WHEREAS, the document does not specify how it is to be amended or modified, and it is now proposed to amend the document to include provisions on that subject;

WHEREAS, it is also proposed to amend provisions of the document relative to building setbacks, street lighting, and permissible plants; and

WHEREAS, the City Council desires to address the amendments listed above by means of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS AS FOLLOWS:

1. The document entitled the "Lone Mountain West Master Development Plan and Design Standards" is hereby amended as set forth in Paragraphs 2 through 6 below, and the Planning and Development Department is authorized and directed to incorporate those amendments into the Plan document as deemed appropriate.

2. A new Subsection 1.5 is added to Section 1 (Introduction) to read as follows:

1.5 Amendment and Modification Procedures

The Lone Mountain West Master Development Plan and Design Standards may be amended from time to time by ordinance or by resolution of the City Council.

1.5.1 Proposed amendments to the text, development standards or design standards shall be processed as in the case of a Title 19 text amendment.

1.5.2 Proposed modifications to land use designations on Figure 3 of the Plan shall be processed as in the case of Major Modification, utilizing the procedures for a general plan amendment under Title 19.

1 3. Subsection 3.5.3 is deleted and replaced with the following language:

2 3.5.3 Internal Property Lines: Because maintenance of areas narrower than five feet (5')
3 is impractical, building setbacks along internal property lines (side property lines not
4 fronting on a public right-of-way) shall be either two inches (2") and smaller, or five
5 feet (5') and greater.

6 4. Subsection 3.10(a) is deleted and replaced with the following language:

7 (a) Street lighting and installation shall be subject to review and approval by the City in
8 accordance with applicable standards.

9 5. Appendix B, the Lone Mountain West Plant Palette, is amended by amending the
10 subdivision entitled "Shrubs" to add, as a permissible shrub, the following shrub (showing
11 first its botanical name and then its common name):

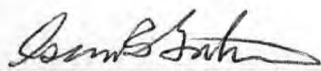
12 Nerium oleander Oleander

13 6. Appendix B, the Lone Mountain West Plant Palette, is amended by deleting from the
14 subdivision entitled "Prohibited Plants" the following shrub (showing first its botanical name
15 and then its common name):

16 Nerium oleander Oleander

17
18 PASSED, ADOPTED, AND APPROVED this 2nd day of May, 2007.

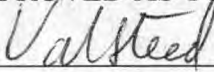
19
20 CITY OF LAS VEGAS

21
22 BY 
OSCAR B. GOODMAN, Mayor

23 ATTEST:

24 
25 BEVERLY BRIDGES, Acting City Clerk

26 APPROVED AS TO FORM

27  4-19-07
28 Date

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES, ACTING

☐ Consent ☒ Discussion

SUBJECT:

BOARDS & COMMISSIONS:

LOCAL LAW ENFORCEMENT ADVISORY COMMITTEE – Councilman Lawrence Weekly,
Term Expiration – Until Replaced

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The Local Law Enforcement Advisory Committee was created for the purpose of reviewing Local Law Enforcement Block Grant (LLEBG) applications and projects. The committee's members consist of one member each from local law enforcement, the local prosecutor's office, the local court system, the local public school system, a local nonprofit community group active in crime prevention or drug use prevention or treatment; two members of the Clark County Board of Commissioners; and one member from the Las Vegas City Council. Councilman Weekly was a member of this board. With his appointment to the Clark County Commission, a new member of Council will need to be appointed.

RECOMMENDATION:

Procedure for this Committee requires appointment of another member of Council by the Mayor, subject to ratification by the City Council to fill this vacancy.

BACKUP DOCUMENTATION:

Current Listing and Authority

Motion made by OSCAR B. GOODMAN to Approve the appointment of Steve Wolfson

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

6-20-2003

LOCAL LAW ENFORCEMENT ADVISORY COMMITTEE

Member	Appt. Date	Exp./ Notes
Councilman Lawrence Weekly	1-19-2000	

Term: Until Replaced

Appointment: Committee consists of 7 members as follows:

One representative from local law enforcement;

Local prosecutors office;

Local court system;

Local public school system;

Local Nonprofit community group active in crime prevention or drug use prevention or treatment;

Two representatives from the Board

Purpose: Review Local Law Enforcement Block Grant (LLEBG) applications and projects.

Coordinator:

Maurice Reid

Management Analyst II

Clark County

Community Resources

500 South Grand Central Parkway

Las Vegas, NV 89106

455-5030

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES, ACTING

☐ Consent ☒ Discussion

SUBJECT:

BOARDS & COMMISSIONS:

BUILDING AND SAFETY ENTERPRISE FUND ADVISORY COMMITTEE - Barry Duncan,
Term Expires 5-17-2008 (Resigned)

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Nevada Revised Statutes (NRS) 354.59891 and Senate Bill No. 184 state that local governments that create an enterprise fund shall establish an advisory committee to review the operation of and make recommendations relating to the enterprise fund. The committee shall consist of five members to represent the residential construction industry, the commercial development industry, the construction industry, a public officer of the City who manages the fiscal affairs of the City, and a public officer of the Department of Building and Safety who oversees directly the operation of the enterprise fund. Appointments to the Committee shall be recommended by the City Manager and approved by the City Council. Terms are for two years, with no limit to the number of terms, and there is no City Residency requirement. Mr. Duncan is no longer employed by the Southern Nevada Homebuilders Association.

RECOMMENDATION:

The City Manager recommends Jim Chachas to replace Mr. Duncan representing the Southern Nevada Homebuilders Association.

BACKUP DOCUMENTATION:

1. Current Listing and Authority
2. Letter from the Southern Nevada Homebuilders Association

Motion made by OSCAR B. GOODMAN to Approve the appointment of Jim Chachas (Mayor's appointment), Hobbs, Ong & Associates, 3900 Paradise Road, Suite 152, Las Vegas, Nevada 89019

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

BUILDING AND SAFETY ENTERPRISE FUND ADVISORY COMMITTEE

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
1. Mark Vincent Public Officer who manages City Fiscal Affairs	400 Stewart Avenue	89101	5-17-2006	5-17-2008
2. Paul Wilkins Public Officer who oversees the operation of the Enterprise Fund	400 Stewart Avenue	89101	5-17-2006	5-17-2008
3. Steve Quinn Construction Industry	1821 Western Avenue	89102	5-17-2006	5-17-2008
4. Brooks Williams (Mr.) Commercial Development Industry	Brooks Construction 7945 W. Sahara Ave., #103	89117	5-17-2006	5-17-2008
5. Barry Duncan Residential Construction Industry	So. NV Home Builders Assoc. 3685 Pecos McLeod	89121	5-17-2006	5-17-2008

- AUTHORITY:** Nevada Revised Statutes (NRS)354.59891 and Senate Bill No. 184
- PURPOSE:** Review the operation of and make recommendations relating to the Enterprise Fund.
- TERM:** 2 Years
No limit to number of terms
No City Residency Requirement
- APPOINTED:** 5 Members recommended by the City Manager and approved by the City Council. The five members shall represent the following categories:
- Residential Construction Industry
 - Commercial Development Industry
 - Construction Industry
 - A Public Officer who manages fiscal affairs for the City of Las Vegas
 - A Public Officer of the Department of Building and Safety for the City of Las Vegas who oversees directly the operation of the Enterprise Fund
- MEETINGS:** Must meet at least twice per fiscal year, and additionally at the call of the Chairman.
- NOTES:** Members may name alternates from their respective organizations.
- DEPT. SUPPORT:** Paul Wilkins, Director, Building and Safety
Linda Lee, Administrative Secretary, Building and Safety

Southern Nevada
Home
Builders Association

January 19, 2007

Mr. Doug Selby
City Manager
City of Las Vegas
400 E. Stewart Avenue
Las Vegas, NV 89121

2007 APR 24 P 4: 01

RECEIVED
CITY CLERK

RE: Building Enterprise Fund Committee

Dear Mr. Selby:

Barry Duncan, Government Relations, Southern Nevada Home Builders Association, is a member of the above captioned committee representing SNHBA. Mr. Duncan is no longer an employee or member of this association; therefore, SNHBA desires to recommend a SNHBA member to replace Mr. Duncan as our representative.

The association's recommendation is:

Mr. James (Jim) Chachas
Hobbs, Ong & Associates
3900 Paradise Road, Suite 152
Las Vegas, NV 89109
Phone: (702) 733-7223
E-Mail: jim@hobbson.com

We believe Mr. Chachas' experience, background and knowledge of the industry will make him a valuable representative on the committee.

Very truly yours,



Irene Porter
Executive Director

cc: Jim Chachas
Paul Wilkins

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2007-19 – Authorizes the issuance of a local improvement district bond, Series 2007, for an amount not to exceed \$1,724,000 for Special Improvement District No. 1506 – Fremont Street Pedestrian Improvements (Las Vegas Boulevard to 8th Street). Proposed by: Mark R. Vincent, Director of Finance and Business Services

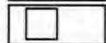
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount: \$1,724,000

Funding Source: SID assessments in the respective district

Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:

In accordance with the Nevada Consolidated Local Improvements Law (NRS Chapter 271), the City intends to issue a registered local improvement district bond in connection with the acquisition of public improvements for property that is subject to Special Improvement District 1506. The principal amount of the bond will not exceed \$1,724,000 and will not constitute a debt of the City.

RECOMMENDATION:

FORWARDED to the 5/2/2007 City Council meeting with NO RECOMMENDATION pursuant to the 5/1/2007 Recommending Committee.

First Reading – 4/18/2007; First Publication – 4/21/2007

BACKUP DOCUMENTATION:

1. Bill No. 2007-19
2. Submitted at meeting – Written comments by Tom McGowan

Motion made by STEVEN D. ROSS to Approve

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 1; Excused: 0

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-STEVE WOLFSON); (Excused-None)

CITY COUNCIL MEETING OF: MAY 2, 2007

Minutes:

Second reading and bill adopted as recommended as Ordinance No. 5901. Clerk to proceed with second publication.

TOM McGOWAN, Las Vegas resident, read and submitted his written comments.



Summary - An ordinance authorizing a local improvement bond for the City of Las Vegas, Nevada, District No. 1506 – Fremont Street Pedestrian Improvements (Las Vegas Boulevard to 8th Street) in the aggregate principal amount of not to exceed \$1,724,000, and providing other matters related thereto.

BILL NO. 2007-19
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A REGISTERED LOCAL IMPROVEMENT DISTRICT BOND, SERIES 2007, FOR THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1506 – FREMONT STREET PEDESTRIAN IMPROVEMENTS (LAS VEGAS BOULEVARD TO 8TH STREET) TO FINANCE THE CONSTRUCTION OF LOCAL IMPROVEMENTS AND PROVIDING OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Las Vegas in the State of Nevada (the “City” and “State,” respectively) is a political subdivision of the State, duly organized and operating as a city under the provisions of Nevada Revised Statutes (“NRS”) Chapter 268 and an act entitled “AN ACT incorporating the City of Las Vegas, in Clark County, Nevada, under a new charter; defining the boundaries thereof; and providing other matters properly relating thereto,” cited as Chapter 517, Statutes of Nevada 1983 (the “Charter”), and all laws amendatory thereof; and

WHEREAS, the City Council of the City (the “Council”), pursuant to an ordinance heretofore passed and adopted (the “District Ordinance”), created the City of Las Vegas, Nevada, Special Improvement District No. 1506 – Fremont Street Pedestrian Improvements (Las Vegas Boulevard to 8th Street) (the “District”), ordered the acquisition of certain local improvements for the District (the “Project”) and determined to defray a portion of the entire cost and expense of such improvements by special assessments, according to benefits, against the benefitted lots, tracts and parcels of land in the District; and

WHEREAS, the Council has by an ordinance heretofore passed and adopted (the “Assessment Ordinance”) levied assessments against the property benefitted by the Project; and

WHEREAS, the Council and the officers of the City have determined, and do hereby determine, that it is necessary and in the best interests of the City and the inhabitants thereof that the City issue its registered local improvement bond in an aggregate principal amount not exceeding the aggregate principal amount of such assessments levied against properties in the District as remains payable in installments on the date of delivery of the bond, except as otherwise provided in Nevada Revised Statutes (“NRS”) 271.360; and

WHEREAS, the Council has elected, and hereby elects, to have Chapter 348 of NRS apply to the bond issued for the District; and

WHEREAS, the bond issued for the District is to bear interest at the rate or rates per annum provided in the bond purchase proposal submitted by the initial purchaser (the "Purchaser") and accepted by the City Director of Finance and Business Services (the "Finance Director"), which rate must not exceed by more than 3% of the Index of Twenty Bonds most recently published in The Bond Buyer prior to the time bids were received for the bond, and is to be sold at a price equal to the principal amount thereof, plus accrued interest to the date of delivery of the bond, less a discount not exceeding 9% of the principal amount thereof, all as specified by the Finance Director in a certificate dated on or before the date of delivery of the bond (the "Certificate of the Finance Director"); and

WHEREAS, the Council has previously established a Local Improvement District Special Surplus and Deficiency Fund (the "Surplus and Deficiency Fund"), in accordance with NRS 271.428.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS, IN THE STATE OF NEVADA, DOES ORDAIN:

Section 1. This ordinance shall be known as and may be cited by the short title "District No. 1506 Bond Ordinance" (this "Ordinance").

Section 2. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers of the City (not inconsistent with the provisions of this Ordinance) concerning the District, including, but not limited to, the construction and acquisition of the Project, the performing of all prerequisites to the levying of special assessments and to fixing the assessment lien against the properties in the District, including, without limitation, the passage and adoption of the Creation Ordinance and the Assessment Ordinance, and the issuance of its local improvement bond hereby authorized in the aggregate principal amount of not to exceed \$1,724,000 (the "Bond") and the sale of the Bond to the Purchaser, is ratified, approved and confirmed, including, without limitation, the distribution of the Request for Proposals for the purchase of the Bond. Pursuant to NRS 350.165, the Finance Director is authorized to accept the bond purchase proposal for the Bond and to execute and deliver the Certificate of the Finance Director specifying the items required by this Ordinance.

Section 3. The City covenants to receive, collect and enforce the payment of all assessments made and levied for the Project, and all installments thereof, all interest thereon, and all penalties accrued, as provided by law and in the same manner and at the same time or times as prescribed by the Assessment Ordinance and this Ordinance, and to pay and disburse said payments, the installments thereof, the interest thereon, and the penalties thereto, to any person or persons lawfully entitled thereto.

Section 4. The City Treasurer of the City (the "City Treasurer") is hereby authorized, empowered and directed to receive and collect all assessments levied to pay the cost of the Project, the installments thereof, the interest thereon (at a rate to be determined), and the penalties accrued, at the time and in the manner specified in the Assessment Ordinance, and to pay and disburse such payments to the person or persons lawfully entitled to receive the same, in accordance with the ordinances and resolutions of the City heretofore or to be hereafter adopted. Except as provided in NRS 271.360 concerning assessments for which a hardship determination

has been made, all moneys received from the assessments levied in the District after the cash period provided in the Assessment Ordinance, both principal and interest, shall be placed in a separate fund to be designated the "City of Las Vegas, Nevada, District No. 1506 Bond Fund" (the "Bond Fund"), and shall be used as soon as the funds are available for the purpose of paying the principal of and the interest on the Bond, and for no other purpose whatsoever, and as security for such payment, the Bond Fund is hereby exclusively pledged except as otherwise specifically provided herein. The City Treasurer is also authorized, empowered and directed to receive and collect surplus local improvement district moneys, if any, pursuant to NRS 271.428 and to place all said surplus moneys, except as otherwise required by NRS 271.429, in the Surplus and Deficiency Fund, and to disburse therefrom said moneys for the payment of the interest on and the principal of the City's special or local improvement district bonds, including the Bond, to the extent necessary, if necessary.

Section 5. If the owner of any lot, tract or parcel of land assessed for the Project shall be delinquent as to assessments, it shall be the duty of the Council to cause the delinquent person to be notified of such delinquency, in writing, and if such delinquency is not paid, the Council may foreclose the special assessment lien against the property or properties wherein the delinquency exists in the method now or hereafter provided by law. All the net proceeds of collecting any delinquent assessment shall be deposited in the Bond Fund (or in the general fund of the City, to the extent provided in Section 9 hereof) and in any event in an amount of not less than the principal amount of said assessment and accrued interest thereon to the date of its collection.

Section 6. For the purpose of defraying all or a portion of the cost and expense of the Project (except to the extent funds are available therefor from that part of said assessments which have been heretofore paid and to the extent other funds are available therefor), there shall be issued in the name of the City, the City's fully registered (i.e. registered as to payment of both principal and interest) special assessment bond designated as the "City of Las Vegas, Nevada, District No. 1506 - Fremont Street Pedestrian Improvements (Las Vegas Boulevard to 8th Street) Local Improvement Bond, Series 2007" in the aggregate principal amount of not to exceed \$1,724,000 (the "Bond"), which Bond shall be dated as of its date of delivery. The Bond shall be in a denomination equal to the aggregate principal amount thereof. The Bond shall be issued in fully registered form. The installments of principal on the Bond shall bear interest, calculated on a 360-day year of twelve 30-day months, at the rate or rates set forth in the Certificate of the Finance Director from its dated date until its maturity date or dates, payable on June 1 and December 1 of each year, commencing on December 1, 2007. The installments of principal on the Bond shall mature on the dates and in the amounts set forth in the Certificate of the Finance Director.

The final installment of principal of the Bond shall be payable to the registered owner thereof as shown on the registration records kept by the City Treasurer, as Registrar (the "Registrar"), upon maturity thereof and upon presentation and surrender at the office of the City Treasurer, as Paying Agent (the "Paying Agent"). If the Bond shall not be paid at maturity or upon prior redemption, they shall continue to draw interest at the interest rate borne by the Bond until the principal thereof is paid in full. Payment of installments of principal of and interest on the Bond shall be made to the registered owner thereof by check or draft mailed by the Paying Agent on each payment date (or, if such payment date is not a business day, on the next

succeeding business day), to the registered owner thereof at his address as shown on the registration records kept by the Registrar at the close of business on the day preceding such payment date. The Paying Agent may make payments on the Bond by such alternative means as may be mutually agreed to between the owner of such Bond and the Paying Agent (provided, however, that the City shall not be required to make funds available to the Paying Agent prior to the due dates of interest and principal). All such payments shall be made in lawful money of the United States of America.

All principal payments in connection with a partial optional redemption shall be noted on the prepayment panel appended to the Bond, except in the case of final maturity, in which case this Bond must be presented to the Paying Agent prior to payment. Notwithstanding the foregoing, the payment records of the Paying Agent shall be conclusive.

Section 7. Principal installments on the Bond shall be subject to prior redemption at the option of the City at any time at a price equal to the principal amount redeemed, plus accrued interest to the redemption date, in whole or in part as determined by the City from any legally available moneys, upon 10 days' notice to the registered owner of the Bond.

Notice of any prior redemption shall be given by the Registrar in the name of the City by sending a copy of such notice by first-class, postage prepaid mail, at least 10 days prior to the redemption date to the registered owner of the Bond at his or her address as it last appears on the registration records kept by the Registrar.

Such notice shall specify the installment or installments of principal of the Bond so to be redeemed (if less than all are to be redeemed) and the date fixed for redemption. Such notice shall further state that on the redemption date there will become and will be due and payable upon each installment so to be redeemed at the Paying Agent, the principal amount thereof and accrued interest thereon to the redemption date, and that from and after such date interest will cease to accrue. Notice having been given in the manner provided herein, the installments of principal of the Bond so called for redemption shall become due and payable on the redemption date so designated; and upon presentation thereof at the Paying Agent, the District will pay the installments of principal of the Bond so called for redemption.

A certificate by the Registrar that a notice of redemption has been given as herein set forth shall be conclusive and receipt by the bondowner of a notice of redemption shall not be a condition precedent to the redemption of that Bond.

Section 8. The person in whose name the Bond shall be registered on the registration books kept by the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes and payment of principal of and interest on the Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative (except as provided above for the payment of interest to the registered owner as of the Regular or a Special Record Date). All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 9. The Bond and the interest thereon shall be payable from the Bond Fund, containing the receipts upon the collection thereof from the assessments levied against and secured by a lien upon the lots, tracts and parcels of land in the District. Whenever there is a deficiency in the Bond Fund, the deficiency must first be paid out of the Surplus and Deficiency Fund (to the extent any money is available therein) before any payment is made out of the general fund of the City (the "General Fund"). In the event the Bond Fund shall be insufficient to pay the Bond and interest thereon as they become due, and the amounts, if any, in the Surplus and Deficiency Fund are not sufficient for that purpose, the deficiency shall be paid out of the General Fund. In the event deficiencies are paid out of the General Fund, all net proceeds of collecting the delinquent assessments with respect to which such payments from the General Fund were required to be made shall be returned and deposited in the General Fund when the Bond, both principal and interest, have been fully paid and discharged. If the General Fund shall be insufficient to pay any such deficiency promptly, the Council shall levy, and it shall be its duty to levy, general (ad valorem) taxes upon all property in the City which is by law taxable for State, City and municipal purposes, without regard to any statutory tax limitation existing on or after May 14, 1965, and without limitation as to rate or amount, fully sufficient, after making due allowance for probable delinquencies, to provide for the prompt payment of such Bond as they become due, both principal and interest, but subject to the limitations set forth in NRS Chapter 361 and Section 2 of Article 10 of the Constitution of the State. The Bond and the interest thereon are payable solely from the assessments, any moneys in the Surplus and Deficiency Fund, the General Fund, and general tax proceeds pledged to the payment thereof.

Section 10. Pursuant to NRS 271.515, the Mayor, the City Clerk and City Treasurer shall each file with the Secretary of State his or her manual signature certified under oath. Thereafter, the Bond shall be signed and executed in the name of the City with the engraved, imprinted, stamped or otherwise reproduced manual or facsimile of the signature of the Mayor and the City Treasurer, shall be attested with the manual or facsimile signature of the City Clerk, and shall be authenticated by the manual signature of an authorized officer of the Registrar as hereafter provided. A printed, engraved, stamped or otherwise placed authentic or facsimile of the seal of the City shall be affixed thereto. The Bond bearing the signatures of the officers in office at the time of the signing thereof, shall be the valid and binding obligation of the City (subject to the requirement of authentication by the Registrar as hereinafter provided), notwithstanding that before the delivery thereof and payment therefor, any or all of the persons whose signatures appear thereon shall have ceased to fill their respective offices. Any officer herein authorized or permitted to sign the Bond at the time of its execution and of the execution of a signature certificate, may adopt as and for his or her own facsimile signature, the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears upon the bond. The Bond shall not be valid or obligatory for any purpose unless the certificate of authentication, substantially in the form hereinafter provided, has been duly executed by the Registrar, and such certificate of authentication of the Registrar upon the Bond shall be the only competent evidence that such Bond has been duly issued and delivered. The Registrar's certificate of authentication shall be deemed to have been duly executed by it if manually signed by a duly authorized officer of the Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on the Bond issued hereunder. If the Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence or information relating thereto, appropriate indemnification, and such reimbursement for expenses as it may reasonably require, register and deliver to the registered owner thereof a replacement for such

Bond bearing a number not contemporaneously outstanding. If such lost, stolen, destroyed or mutilated Bond shall have matured, the Registrar may direct the Paying Agent to pay such bond in lieu of replacement.

Section 11. Books or records for the registration and transfer of the Bond shall be kept by the Registrar for the Bond. The Bond shall be fully transferable by the registered owner thereof in person or by his duly authorized attorney on the registration records kept at the office of the Registrar, or such other office as may be designated by the Registrar, upon presentation of the Bond together with a duly executed written instrument of transfer satisfactory to the Registrar. Upon the surrender for transfer of the Bond at the Registrar, duly endorsed for transfer or accompanied by an assignment (in form satisfactory to the Registrar) duly executed by the registered owner or his attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond, bearing a number or numbers not contemporaneously outstanding. The Registrar may require the owner or transferee to pay any tax or other governmental charge required to be paid with respect to such transfer, and may charge a sum sufficient to pay the cost of preparing and authenticating a new Bond. No such charges shall be levied in the case of an exchange resulting from an optional redemption. The Registrar shall not be required to transfer or exchange (i) the Bond during a period beginning at the opening of business 15 days before the date of mailing by the Registrar of a notice of prior redemption of the Bond and ending at the close of business on the date of such mailing, or (ii) the Bond after the mailing of notice calling such bond, or any portion thereof, for redemption as herein provided. Whenever the Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for replacement as provided herein, the Bond shall be promptly canceled and destroyed by the Paying Agent or Registrar, and a certificate of such destruction shall be prepared by the Paying Agent or Registrar upon request of the City.

Section 12. Subject to the registration provisions hereof, the Bond shall be fully negotiable and shall have all the qualities of negotiable paper, and the owner thereof shall possess all rights enjoyed by the holders of negotiable instruments under the provisions of the Uniform Commercial Code - Investment Securities.

Section 13. Pursuant to NRS 271.505, the Bond shall contain a recital that it is issued pursuant to Chapter 271 of NRS (the "Consolidated Local Improvements Law"), which recital shall conclusively impart full compliance with all of the provisions of the Consolidated Local Improvements Law, and the Bond issued containing such recital shall be incontestable for any cause whatsoever after its delivery for value.

Section 14. Subject to the provisions of this Ordinance, the Bond and certificates thereon shall be in substantially the following form, with such omissions, insertions, endorsements, and variations as may be required by the circumstances, be required or permitted by this Ordinance, or be consistent with this Ordinance and necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto:

(Form of Bond)

**TRANSFER OF THIS BOND OTHER
THAN BY REGISTRATION IS NOT EFFECTIVE**

UNITED STATES OF AMERICA

STATE OF NEVADA

COUNTY OF CLARK

NO. R-__

\$__

**CITY OF LAS VEGAS, NEVADA
DISTRICT NO. 1506 – FREMONT STREET PEDESTRIAN IMPROVEMENTS
(LAS VEGAS BOULEVARD TO 8TH STREET)
LOCAL IMPROVEMENT BOND
SERIES 2007**

Interest Rate

__% per annum

Dated as of

Date of Delivery

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ **DOLLARS**

The City of Las Vegas (the "City"), in the State of Nevada (the "State"), for value received hereby promises, out of funds available for the purpose as hereinafter set forth, to pay to the registered owner hereof specified above or registered assigns the principal amount specified above on the maturity date specified above with interest hereon from the date of this Bond, or from the most recent interest payment date to which interest has been paid, until maturity at the percentage rate per annum specified above. This Bond shall bear interest on the principal amount hereof from its dated date at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months), payable semiannually on each June 1, and December 1, commencing December 1, 2007. The principal of this Bond shall be payable on June 1 of each year in the following amounts:

[Insert Maturity Schedule]

The final payment of principal of and interest on this Bond is payable upon presentation and surrender hereof at the office of the City's paying agent for the Bond (the "Paying Agent"), presently the City Treasurer, who is also now acting as the City's Registrar for the Bond (the "Registrar") or such other office as designated by the Paying Agent. Installments of principal and interest on this Bond prior to the final payment will be made by check mailed by the Paying Agent on each payment date (or, if such date is not a business day, on the next succeeding business day) to the person in whose name this Bond is registered (the "registered owner") in the registration records of the City maintained by the Registrar, at the address appearing thereon as of the close of business on the day next preceding such payment date. Alternative means of payment of interest may be used if mutually agreed to by the registered

owner and the Paying Agent, as provided in the "District No. 1506 Bond Ordinance," adopted and approved by the City Council of the City on May 2, 2007 authorizing the issuance of this Bond (the "Ordinance"). All such payments shall be made in lawful money of the United States of America without deduction for any service charges of the Paying Agent or the Registrar.

This Bond is subject to prior redemption at any time at a price equal to the principal amount redeemed, plus accrued interest to the redemption date, in whole or in part as determined by the City from any legally available moneys, upon 10 days' notice to the registered owner of the Bond

This Bond is one of a series of special assessment bonds, issued by the City, all of which are of like date and designation and in the total amount of _____ Dollars (\$ _____).

Pursuant to the Ordinance, reference to which is made for further details, the payment of the principal of and the interest on this Bond shall be made from, and as security for such payment there is pledged, a special fund designated "City of Las Vegas, Nevada, District No. 1506 Bond Fund," sometimes designated the "Bond Fund," containing the receipts upon the collection thereof from the assessments, as defined in the Bond Ordinance, levied against and secured by a lien upon the property specially benefitted by improvements in the City of Las Vegas, Nevada, Special Improvement District No. 1506 - Fremont Street Pedestrian Improvements (Las Vegas Boulevard to 8th Street) (the "District"), and remaining unpaid on the date of delivery of the Bond. The Bond Fund is and shall continue to constitute a sinking fund for and be deemed specially appropriated to the full and prompt payment of the Bond and the interest thereon, and shall be used for no other purpose whatsoever. In the event the Bond Fund shall be insufficient to pay the Bond and the interest thereon as they become due, and the moneys, if any, in the City's special Surplus and Deficiency Fund are not sufficient for that purpose, the deficiency shall be paid out of the City's general fund. If the City's general fund shall be insufficient to pay any such deficiency promptly, the City Council of the City shall levy, and it shall be its duty to levy, general (ad valorem) taxes upon all property in the City which is by law taxable for State, county and municipal purposes, without regard to any statutory tax limitation existing on or after May 14, 1965, and without limitation as to rate or amount, fully sufficient, after making due allowance for probable delinquencies, to provide for the prompt payment of such Bond as it becomes due, both principal and interest, but subject to the limitations set forth in Nevada Revised Statutes ("NRS") Chapter 361, Section 2 of Article 10 of the Constitution of the State. The Bond and the interest thereon are payable solely from the assessments, the moneys, if any, in the City's Surplus and Deficiency Fund, the general fund, and general tax proceeds pledged to the payment thereof.

The assessments made and levied to defray said cost, with accruing interest thereon, constitute a lien upon and against the property upon which such assessments were made and levied from and after the effective date of the ordinance levying assessments for the District.

It is hereby certified, recited and declared that all acts, conditions and things essential to the validity of this bond exist, have happened and have been done in due time, form and manner as required by law; that the total issue of said special assessment bonds of the City for said improvements and incidental expenses, including this Bond, does not exceed the amount

authorized by law nor the total unpaid special assessments levied to cover the cost of said improvements; that this Bond is issued under the authority of the Consolidated Local Improvements Law, Chapter 271, NRS and that this Bond is incontestable for any cause whatsoever.

It is hereby further certified, recited and declared that the proceedings, with reference to making such improvements, levying the assessments to pay therefor, and issuing the Bond, have been regularly had and taken, in compliance with law, and that all prerequisites to the fixing of the assessment lien against the property benefitted by the improvements and of the liability of the owner or owners of such property therefor have been performed.

This Bond is fully registered (i.e., registered as to payment of both principal and interest), and is issuable in a denomination equal to the aggregate principal amount thereof.

Except for the fifteen-day period preceding any date on which all of a portion of this Bond is being selected for call for prior redemption and except for any portion of this Bond so called for redemption, this Bond is fully transferable by the registered owner hereof in person or by his duly authorized attorney on the registration books kept by the Registrar upon surrender of this Bond together with a duly executed written instrument of transfer satisfactory to the Registrar, and upon the payment of all fees and charges required by such Registrar. Upon such transfer a new fully registered Bond of the same aggregate principal amount will be issued to the transferee in exchange for this Bond, subject to such terms and conditions as set forth in the Ordinance. The City and the Registrar and Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of making payment and for all other purposes.

This Bond shall not be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication herein.

IN WITNESS WHEREOF, City of Las Vegas, Nevada, has caused this Bond to be signed and executed in the name of and on behalf of the City with the [manual/facsimile] signature of the Mayor of the City Council, to be countersigned with the [manual/facsimile] signature of the City Treasurer, and to be countersigned, subscribed, executed and attested with the [manual/facsimile] signature of the City Clerk, has caused the [authentic/facsimile] of the corporate seal of the City to be affixed hereon, and has caused this bond to be dated as of the date specified above.

(For [Manual/Facsimile] Signature)
Mayor

Countersigned:

(For [Manual/Facsimile] Signature)
City Treasurer

(AUTHENTIC OR FACSIMILE SEAL)

Attested and Countersigned:

(For [Manual/Facsimile] Signature)
City Clerk

PROVISION FOR REGISTRATION AS TO PRINCIPAL AND INTEREST

This Bond must be registered as to both principal and interest on the registration records of the City, kept by the City Treasurer, as Registrar. After registration as to principal and interest, the Registrar shall note such registration on such registration records and in the registration blank below, and the principal and interest on this Bond shall be paid to such registered owner. This Bond may be transferred by the registered owner or his or her legal representative only upon a duly executed assignment in form satisfactory to the Registrar, such transfer to be made on said registration records and endorsed hereon.

Every privilege, registration and transfer shall be exercised only in accordance with the authorizing ordinance and such reasonable rules and regulations as the Registrar may prescribe.

**Date of
Registration**

**Name of
Registered Owner**

**Signature
of Registrar**

May __, 2007

PREPAYMENT PANEL

The following installments of principal (or portions thereof) of this bond have been prepaid in accordance with the terms of the ordinance authorizing the issuance of this bond.

Date of
Prepayment

Principal
Prepaid

Signature of Authorized
Representative of Owner

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within bond and hereby irrevocably constitutes and appoints _____ attorney in fact, to transfer the within bond on the books of the Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

Signature Must Be Guaranteed By A Member
Firm Of The National Association Of Securities
Dealers Or By A Commercial Bank or Trust
Company

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

Name of Transferee: _____

Address of Transferee: _____

Taxpayer Identification or
Social Security Number(s) _____

Transfer fees must be paid to the Registrar in order to transfer or exchange this Bond as provided in the Bond Ordinance.

(End of Form of Assignment)

Section 15. When the Bond has been duly executed and authenticated, it will be delivered to the Purchaser on receipt of the agreed purchase price. The proceeds realized from the sale of the Bond (net of any discount), including any investment income therefrom, shall be applied solely to defray the cost and expense of making said improvements and issuing the Bond; provided, however, that after said cost and expenses are paid (excepting any portion to be paid with other than special assessment proceeds), any funds remaining from the sale of the Bond shall be deposited in the Bond Fund and used for the purposes therefor specified in Section 4 of this Ordinance. The Purchaser, however, shall in no manner be responsible for the application by the City, or any of its officers, agents or employees, of any of the funds derived from the sale thereof or of any other funds herein designated.

Section 16. So long as any of the Bond remains outstanding, the City will keep or cause to be kept true and accurate books of records and accounts showing full and true entries covering the collection and disposition of special assessments levied for the Project, as well as any delinquencies in the collection thereof, covering deposits in and disbursements from the Bond Fund, covering deposits in and disbursements from the Surplus and Deficiency Fund, covering the redemption of the Bond (both principal and interest), and covering disbursements to defray the costs of the Project, including incidental expenses. The City will permit an inspection and examination of all books and accounts at all reasonable times by any representative of any of the original purchaser of the Bond.

Section 17. The Finance Director is authorized to execute the proposal to purchase the Bond submitted by the Purchaser in accordance with the provisions of this Ordinance. Pursuant to NRS 350.810 and MSRB Rule G-23, the Council hereby consents to receiving a bid on the Bond from Zions Bank (and its affiliates), and this consent shall constitute a written agreement required by NRS 350.810.

Section 18. 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:

(a) the printing of the Bond, including, without limitation, the printing of such additional blank Bonds as shall be required by the Registrar; and

(b) the execution of such certificates as may be reasonably required by the Purchaser, relating, inter alia, to the signing and registration of the Bond, the tenure and identity of the officials of the Council and the City, the delivery of the Bond, the designation of the Paying Agent and the Registrar, the receipt of the purchase price for the Bond, the exemption of interest on the Bond from federal and state income taxation, and if it is in accordance with fact, the absence of litigation, pending or threatened, affecting the validity thereof. It shall be the duty of the proper officers of the City to hereafter take all action necessary for the City to comply with the provisions of Chapter 271, NRS, as hereafter amended and supplemented from time to time;

(c) the execution by the Finance Director of the purchase proposal between the Purchaser and the City; and

(d) the completion and execution by the Finance Director of the Certificate of the Finance Director in accordance with the provisions of this Ordinance.

Section 19. Any registered owner of the Bond may, either at law or in equity, by suit, action, mandamus or other appropriate proceeding in any court of competent jurisdiction, protect the liens created by this Ordinance on the proceeds of assessments levied for the Project, and may by suit, action, mandamus or other appropriate proceeding enforce and compel the performance of any duty imposed upon the City by the provisions of this Ordinance, or any ordinance heretofore adopted concerning the District, including without limiting the generality of the foregoing, the segregation of special assessments, the proper application thereof, and the appointment of a receiver. The failure of any Bondowner to proceed shall not relieve the City or any of its officers, agents or employees of any liability for failure to perform any such duty.

Section 20. The City covenants for the benefit of the registered owner or owners of the Bond that it will not take any action or omit to take any action with respect to the Bond, the proceeds thereof, any other funds of the City or any facilities financed with the proceeds of the Bond if such action or omission (i) would cause the interest on the Bond to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended to the date of delivery of the Bond (the "Tax Code"), or (ii) would cause interest on the Bond to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code except to the extent such interest is required to be included in the adjusted current earnings adjustments applicable to corporations under Section 56 of the Tax Code in calculating corporate alternative minimum taxable income. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bond until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code have been met.

Section 21. When all of the principal of and interest on the Bond have been duly paid, the pledge, the lien, and all obligations hereunder shall thereby be discharged as to the Bond and the Bond shall no longer be deemed to be outstanding within the meaning of this Ordinance. There shall be deemed to be such due payment when the City has placed in escrow or in trust with a trust bank located within or without the State, an amount sufficient (including the known minimum yield available for such purpose from bills, certificates of indebtedness, notes, bonds or similar securities which are direct obligations of, or the principal of and interest on which are unconditionally guaranteed by the United States ("Federal Securities") in which such amount may be initially invested wholly or in part) to meet all principal of and the interest on the Bond, as the same become due. The Federal Securities shall become due before the respective times on which the proceeds thereof shall be needed, in accordance with a schedule established and agreed upon between the City and the bank at the time of the creation of the escrow or trust, or the Federal Securities shall be subject to redemption at the option of the holders thereof to assure availability as needed to meet the schedule. For the purpose of this section "Federal Securities" shall include only Federal Securities which are not callable for redemption prior to their maturities except at the option of the owner thereof.

Section 22. 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, and this Ordinance shall be irrevocable until the Bond and the interest thereon shall be fully paid, satisfied and discharged, as herein provided.

Section 23. This Ordinance may be amended (except for the provisions of Section 13 hereof) or supplemented by an ordinance or ordinances adopted by the Council, without the receipt by the City of any additional consideration, with the written consent of the owners of sixty percent (60%) of the principal amount of the Bond outstanding at the time of the adoption of such amendatory or supplemental ordinance, provided, however, that no such ordinance shall have the effect of permitting:

- a. an extension of the maturity of the Bond; or
- b. a reduction in the principal amount of the Bond or the rate of interest thereon; or
- c. the creation of a lien upon or a pledge of property, revenues or funds, ranking prior to the liens or pledges created by this Ordinance; or
- d. a reduction of the principal amount of Bond required for consent to such amendatory or supplemental ordinance.

Section 24. Pursuant to NRS 271.520, the Bond, its transfer, and the income therefrom, shall forever be and remain free and exempt from taxation by the State and any subdivision thereof, except for the tax on estates imposed by Chapter 375A of NRS, or the tax on generation-skipping transfers imposed pursuant to the provisions of Chapter 375B of NRS.

Section 25. The Council hereby finds and declares that the life of the Project to be acquired with the proceeds obtained from the sale of the Bond shall be not less than the period during which the Bond matures.

Section 26. If the Registrar or Paying Agent initially appointed hereunder shall resign, or if the Council shall determine to remove the Registrar or Paying Agent, the Council may, upon notice mailed to each owner of the Bond at his address last shown on the registration books, appoint a successor Registrar or Paying Agent, or both. No resignation or dismissal of the Registrar or Paying Agent may take effect until a successor is appointed. It shall not be required that the same institution serve as both Registrar and Paying Agent hereunder, but the City shall have the right to have the same institution serve as both Registrar and Paying Agent hereunder. Any corporation, association, or agency into which the Registrar or the Paying Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, automatically shall be and become successor registrar or paying agent hereunder and vested with all of the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 27. When first proposed, this Ordinance shall be read to the Council by title, after which an adequate number of copies of this Ordinance shall be filed with the City Clerk for public distribution. Notice of the filing shall be published once in a newspaper published and having general circulation in the City, at least 10 days before the adoption of this Ordinance, such publication to be in substantially the following form:

(Form of Publication of Notice of Filing of Ordinance)

BILL NO. ____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A REGISTERED LOCAL IMPROVEMENT DISTRICT BOND, SERIES 2007, FOR THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1506 – FREMONT STREET PEDESTRIAN IMPROVEMENTS (LAS VEGAS BOULEVARD TO 8TH STREET) TO FINANCE THE CONSTRUCTION OF LOCAL IMPROVEMENTS AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-numbered and entitled proposed Ordinance are available for public inspection and distribution at the office of the Acting City Clerk of the City of Las Vegas at her office in the City Hall, 400 Stewart Avenue, Las Vegas, Nevada, and that such Ordinance was proposed on April 18, 2007 and will be considered for adoption at the regular meeting of the City Council to be held on May 2, 2007.

/s/ BEVERLY K. BRIDGES, CMC
Acting City Clerk

(End of Form of Publication of Notice of Filing of Ordinance)

Section 28. This Ordinance shall be in effect on the day after the date of publication as hereinafter provided. After this Ordinance is adopted and signed by the Mayor and attested and sealed by the Clerk, this Ordinance shall be published once by its title only, together with the names of the Council members voting for or against its passage, such publication to be made in a newspaper published and having a general circulation in the City, and such publication to be in substantially the following form:

(Form of Publication)

BILL NO. ____
ORDINANCE NO. ____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A REGISTERED LOCAL IMPROVEMENT DISTRICT BOND, SERIES 2007, FOR THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1506 - FREMONT STREET PEDESTRIAN IMPROVEMENTS (LAS VEGAS BOULEVARD TO 8TH STREET) TO FINANCE THE CONSTRUCTION OF LOCAL IMPROVEMENTS AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that the above-numbered and entitled Ordinance was proposed on April 18, 2007 and that such Ordinance was passed at a regular meeting of the City Council on May 2, 2007 by the following vote of the City Council:

Those Voting Aye:

Oscar B. Goodman
Gary Reese
Larry Brown
Lois Tarkanian
Steve Wolfson
Steven D. Ross

Those Voting Nay:

Those Absent:

This Ordinance shall be in full force and effect from and after the 5th day of May, 2007 i.e., the day after publication of such Ordinance by its 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.

DATED this May 2, 2007.

/s/ OSCAR B. GOODMAN
Mayor

Attest:

/s/ BEVERLY K. BRIDGES, CMC
Acting City Clerk

(End of Form of Publication)

Section 29. If any section, paragraph, clause or 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 provision shall not affect any of the remaining provisions of this Ordinance.

OSCAR B. GOODMAN, Mayor

(SEAL)

Attest:

BEVERLY K. BRIDGES, CMC,
Acting City Clerk

APPROVED AS TO FORM:

Val Steed 4-4-07
Deputy City Attorney

This Ordinance shall be in full force and effect from and after the 5th day of May, 2007, i.e., the day after the publication of such Ordinance by its title only.

STATE OF NEVADA)
) ss.
CITY OF LAS VEGAS)

I, Beverly K. Bridges, CMC, the duly chosen and qualified Acting Clerk of City of Las Vegas, Nevada (the "City"), 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 of the City (the "Council") on April 18, 2007 and finally adopted and approved at the meeting of the Council held on May 2, 2007.

2. The following members of the Council were present at the April 18, 2007 meeting:

Mayor:	Oscar B. Goodman
Councilmembers	Gary Reese
	Larry Brown
	Lois Tarkanian
	Steve Wolfson
	Steven D. Ross

2. The foregoing Ordinance was first proposed and read by title to the Council on April 18, 2007, and referred to a committee composed of the _____ for recommendation. Thereafter, said committee reported favorably on said Ordinance on May 2, 2007, which was a regular meeting of said Council. At the May 2, 2007 regular meeting, the proposed Ordinance was again read by title to the Council and adopted. The members of the Council were present at the May 2, 2007 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Oscar B. Goodman
	Gary Reese
	Larry Brown
	Lois Tarkanian
	Steve Wolfson
	Steven D. Ross

Those Voting Nay:	_____
Those Absent:	_____

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

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

4. All members of the Council were given due and proper notice of the meetings held on April 18, 2007 and May 2, 2007.

5. All members of the Council were given due and proper notice of each meeting. Pursuant to NRS § 241.020, written notice of the meeting including the time, place, location and agenda of the meeting was given by 9:00 a.m. at least three working days before the meeting.

(a) By posting a copy of the notice at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three other separate, prominent places within the jurisdiction of the Council, to wit:

- (i) Bulletin Board (next door to Metro Records)
City Hall Plaza
Las Vegas, Nevada
- (ii) City Hall Plaza
City Clerk's Bulletin Board, 2nd Floor Skybridge
Las Vegas, Nevada
- (iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada
- (iv) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada
- (v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada
- (vi) The City of Las Vegas website

and

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Council in the same manner in which notice is required to be mailed to a member of the Council.

6. Copies of the notice of each such meeting as posted and mailed are attached hereto as Exhibits A and B.

7. A copy of the affidavit of publication of notice of deposit of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City this May __, 2007.

BEVERLY K. BRIDGES, CMC, Acting City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of Meeting held April 18, 2007)

EXHIBIT B

(Attach Copy of Notice of Meeting held May 2, 2007)

EXHIBIT C

(Attach Affidavit of Publication of Filing of Bond Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Bond Ordinance)

TM/LAS CNCL MTS: [9th WED. 2 MAY '07 (CNCL. CHMB) (CHS MAY 06)]

PUBLIC COMMENT:-

.. < (Inid) >..

Agenda #39. Tom McGowan; Las Vegas Resident. ~ Define 'BOUTIQUE' HOTEL.
ITEM #39. How many stories? What's the square foot area and the rental
rate of the hotel rooms. ~ Thank you.

ITEM #40. Tom McGowan; Las Vegas Resident. ~ When and where was the
subject planning and development project opened for public
participation in the democratic process at the pre-decisionmaking stage(?); and:
'if never', or 'not', ~ why not? ~ Thank you.

ITEM #44. Tom McGowan; Las Vegas Resident. ~ WITHOUT IMPUGNMENT OF THE APPLICANT, ~
How many 'massage' establishments
are currently licensed in the city of Las Vegas (?); and ~ How many 'massage'
establishments have been determined as engaged in prostitution and/or human
slavery trafficking? ~ Thank you.

ITEM #49. Tom McGowan; Las Vegas Resident. ~ The same questions are applied to
ITEM #49. as were asked during ITEM #44. ~ Thank you.

ITEM #50. Tom McGowan; Las Vegas Resident. ~ I recommend you name the park:
'the Tule Springs Municipal Park', and you name the public rest rooms: 'the
Flood Land Commemorative Public Rest Rooms'. ~ Thank you

ITEM #56. Tom McGowan; Las Vegas Resident. ~ As previously stated, the subject item
is the inaccurate and incomplete product of a 'hidden agenda' expediently
engaged in the misrepresentation, fraud, extortion of both public and private funds
in furtherance of a wholly subjective, limited special interested agenda, and therefore
constitutes malfeasance of office and misfeasance of both public and private funds.
Appropriate complaints will be filed with both state and federal investigative agencies,
pursuant to remediation in accordance with applicable law. ~ ~~THANK YOU.~~

(IN RELEVANT SIDENOTE: ~ CONSENT AGENDA ITEM #13. IS IN VIOLATION OF NRS 241.
THE NEVADA OPEN MEETING LAW, and will also be the subject of complaint, ~
(1.)

THANK YOU.)

Submitted at City Council
Date 5/6/07 Item # 56

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION THIS MEETING

Bill No. 2007-20 – Annexation No. ANX-19561 – Property location: On the south side of Deer Springs Way, approximately 330 feet west of Grand Canyon Drive; Petitioned by: Dark, LLC; Acreage: 5.1 acres; Zoned: R-E (County zoning), U (RNP) (City equivalent). Sponsored by: Councilman Steven D. Ross

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The proposed ordinance annexes certain real property generally located on the south side of Deer Springs Way, approximately 330 feet west of Grand Canyon Drive. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (May 11, 2007) is set by this ordinance.

RECOMMENDATION:

ADOPTION at 5/2/2007 City Council meeting pursuant to the 5/1/2007 Recommending Committee.

First Reading – 4/18/2007; First Publication – 4/21/2007

BACKUP DOCUMENTATION:

Bill No. 2007-20 and location map

Motion made by STEVEN D. ROSS to Approve

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 1; Excused: 0

BRENDA J. WILLIAMS, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVEN D. ROSS, LOIS TARKANIAN; (Against-None); (Abstain-None); (Did Not Vote-STEVE WOLFSON); (Excused-None)

Minutes:

Second reading and bill adopted as recommended as Ordinance No. 5902. Clerk to proceed with second publication.

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8 **BILL NO. 2007-20**

9 **ORDINANCE NO. _____**

10 AN ORDINANCE TO EXTEND THE BOUNDARIES OF THE CITY, TO
11 PARTICULARLY DESCRIBE THE LAND TO BE ANNEXED, TO MAKE ITS
12 INHABITANTS SUBJECT TO THE LAWS, OBLIGATIONS AND BENEFITS OF THE
CITY, AND TO PROVIDE FOR OTHER RELATED MATTERS. (ANX-19561)

13 Sponsored by: Councilman Steven D. Ross Summary: Annexes property described
14 generally as located on the south side of Deer
15 Springs Way, approximately 330 feet west of
Grand Canyon Drive.

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

18 SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are
19 hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the
20 following described real property:

21 The West Half (W 1/2) of the Northeast Quarter (NE 1/4) of the Northeast
22 Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 19, Township
19 South, Range 60 East, M.D.M., in the County of Clark, State of Nevada.

23 SECTION 2: The City Council hereby determines that the described territory
24 meets the requirements provided by law for annexation to the City for the following reasons:

- 25 A. The area to be annexed was contiguous to the City's boundaries at the
26 time the annexation proceedings were instituted;
- 27 B. More than one-eighth (1/8) of the aggregate external boundaries of
28 the area are contiguous to the City;

1 C. The territory proposed to be annexed is not included within the
2 boundaries of another incorporated city or within the boundaries of
3 any unincorporated town as those boundaries existed as of July 1,
4 1983;

5 D. The City is eligible to annex the described territory since the
6 landowners have signed a petition constituting one hundred percent
7 (100%) of the owners of record of individual lots or parcels of land
8 within the annexation area.

9 SECTION 3: The City will provide police protection through the Las Vegas
10 Metropolitan Police Department, fire protection, street maintenance, and library services
11 immediately upon annexation. Garbage collection by the company franchised by the City
12 will also be provided immediately. The City sanitary sewer system will serve the proposed
13 annexation area. Any connection to or extension of this sewer line to serve the annexation
14 area shall be at the expense of the landowners. Other services, such as participation in the
15 City's recreational programs, special education classes and programs, public works planning,
16 building inspections, and other City services will also be available immediately. Utilities
17 such as gas, electricity, telephone, and water are provided by private utility companies and
18 other services to the area will not be affected by annexation. Street paving, curbs and gutters,
19 sidewalks and street lights which are not in place at the time of annexation will be installed
20 in the presently developed areas upon the request of the property owners and at their expense
21 by means of special assessment districts. Such improvements will be extended into the
22 undeveloped areas as development takes place and the need therefor arises, and will be
23 located according to the needs of the area at that time. Such installations will also be made
24 at the expense of the property owners, either by means of special assessment districts or as
25 prerequisites to the approval of subdivision plats, building permits or other land use or
26 development applications.

27 SECTION 4: The annexation of the described territory shall become
28 effective on the 11th day of May, 2007, and on that date the City will have the funds

1 appropriated in sufficient amount to finance the extension into the described territory of
2 police protection, fire protection, street maintenance, street sweeping, and street lighting
3 maintenance.

4 SECTION 5: The described territory, together with the inhabitants and
5 property thereof, shall, from and after the 11th day of May, 2007, be subject to all debts,
6 laws, ordinances and regulations in force in the City and shall be entitled to the same
7 privileges and benefits as other parts of the City, and shall be subject to municipal taxes
8 levied by the City.

9 SECTION 6: The City Engineer is hereby instructed to cause to be prepared
10 an accurate map or plat of the described territory and to record the map or plat, together with
11 a certified copy of this ordinance, in the office of the County Recorder of Clark County,
12 Nevada, which recording shall be done prior to the 11th day of May, 2007.

13 SECTION 7: The described territory, which previously has been zoned
14 R-E (County of Clark classification), is hereby classified as U (RNP) (City of Las Vegas
15 classification), which is deemed to be the City equivalent of the County classification.

16 SECTION 8: If any section, subsection, subdivision, paragraph, sentence,
17 clause of phrase in this ordinance or any part thereof, is for any reason held to be
18 unconstitutional, or invalid or ineffective by any court of competent jurisdiction, such
19 decision shall not affect the validity or effectiveness of the remaining portions of this
20 ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that
21 it would have passed each section, subsection, subdivision, paragraph, sentence, clause or
22 phrase thereof irrespective of the fact that any one or more sections, subsections,
23 subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid
24 or ineffective.

25 ...

26 ...

27 ...

28 ...

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

PASSED, ADOPTED and APPROVED this _____ day of _____,
2007.

APPROVED:

By OSCAR B. GOODMAN, Mayor

ATTEST:

BEVERLY BRIDGES, Acting City Clerk

APPROVED AS TO FORM:

Val Steed 4-10-07
Date

1 The above and foregoing ordinance was first proposed and read by title to the Council on the
2 ____ day of _____, 2007, and referred to the following committee
3 composed of _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2007, which was a _____ meeting of said Council; that
6 at said _____ meeting, the proposed ordinance was read by title to the City
7 Council as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

11 APPROVED:

12

13 By _____
14 OSCAR B. GOODMAN, Mayor

15 ATTEST:

16 _____
17 BEVERLY BRIDGES, Acting City Clerk

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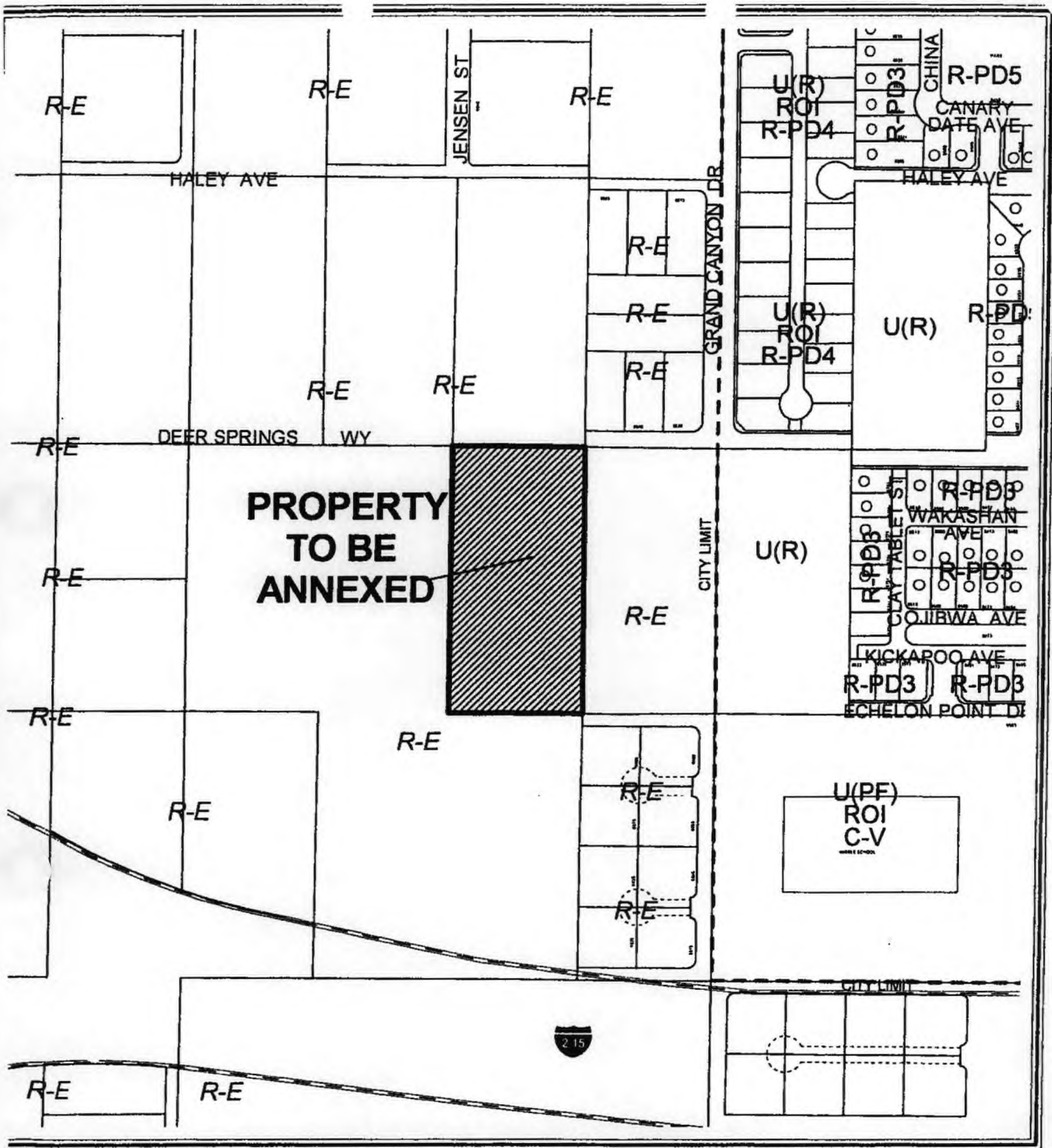
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CASE: ANX-19561

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2007-14 – Prohibits unruly gatherings and establishes regulations and penalties with respect thereto. Sponsored by: Councilwoman Lois Tarkanian and Councilman Gary Reese

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This bill will prohibit unruly gatherings and provide regulations and penalties with respect thereto. Such gatherings include neighborhood parties and other gatherings in residential areas that cause a disturbance of the quiet enjoyment of private or public property. Typical gatherings of this type involve the consumption of alcoholic beverages by minors and create the need for emergency response services. The bill is intended to reduce the costs of providing such services by providing for civil penalties and the recovery of costs.

RECOMMENDATION:

This bill was tabled by the 5/1/2007 Recommending Committee.

BACKUP DOCUMENTATION:

1. Bill No. 2007-14
2. Business Impact Statement

Minutes:

Recommendation noted.

1 **BILL NO. 2007-14**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE TO PROHIBIT UNRULY GATHERINGS, ESTABLISH REGULATIONS WITH**
4 **RESPECT THERETO, PROVIDE FOR THE IMPOSITION OF PENALTIES AND RESPONSE**
5 **COSTS, AND PROVIDE FOR OTHER RELATED MATTERS.**

5 Sponsored by: Councilwoman Lois Tarkanian
6 Councilman Gary Reese

Summary: Prohibits unruly gatherings and
establishes regulations and penalties with
respect thereto.

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

9 **SECTION 1:** Title 9 of the Municipal Code of the City of Las Vegas, Nevada, 1983
10 Edition, is hereby amended by adding thereto a new chapter, designated as Chapter 14, consisting of
11 the provisions set forth as Sections 2 to 13, inclusive, of this Ordinance.

12 **SECTION 2:** The purpose of this Chapter is to set forth the criteria to be used by
13 Metro and the City to enforce laws prohibiting neighborhood parties that provide service to and
14 consumption of alcoholic beverages by adults and underage persons. In addition, this Chapter is
15 enacted to reduce the costs of providing police, fire and other emergency response services regarding
16 unruly gatherings by imposing a civil penalty against the social host and land owner for the recovery
17 of costs associated with providing emergency response services.

18 **SECTION 3:** For purposes of this Chapter, the following terms have the meanings
19 ascribed to them:

20 "Department" means the Department of Neighborhood Services.

21 "Metro" means the Las Vegas Metropolitan Police Department.

22 "Owner" means any owner of real property, as well as any agent of an owner acting on behalf
23 of the owner to control or otherwise regulate the occupancy of use of the property.

24 "Residence or other private residential property" means a home, yard, apartment,
25 condominium, or other dwelling unit or residential property, whether occupied on a temporary or
26 permanent basis, whether occupied as a dwelling, party or other social function and whether owned,
27 leased, rented or used without compensation.

28 "Response costs" means the costs associated with responses by law enforcement, fire or any

1 other emergency response providers to unruly gatherings, including, but not limited to:

2 (A) Salaries and benefits of law enforcement, fire or other emergency response
3 personnel for the amount of time spent responding to, remaining at, or otherwise dealing with unruly
4 gatherings;

5 (B) The cost of any medical treatment to or for any law enforcement, fire or other
6 emergency response personnel injured responding to, remaining at or leaving the scene of an unruly
7 gathering; and

8 (C) The cost of repairing any Metro or City equipment or property damaged, and
9 the cost of the use of any such equipment, in responding to, remaining at or leaving the scene of an
10 unruly gathering.

11 "Responsible person" means a person or persons with a right of possession in the residence
12 or other private residential property on which an unruly gathering is conducted, including, but not
13 limited to:

14 (A) An owner of the residence or other private residential property;

15 (B) A tenant or lessee of the residence or other private residential property;

16 (C) The landlord of another person responsible for the gathering;

17 (D) The person or persons in charge of the residence or other private residential
18 property; or

19 (E) The person or persons who organize, supervise, officiate, conduct or control
20 the gathering, or any other person or persons accepting responsibility for such a gathering.

21 "Unruly gathering" means a gathering of two or more persons on any private residential
22 property in a manner which causes a disturbance of the quiet enjoyment of private or public property
23 by any person or persons. Such disturbances include, but are not limited to, excessive noise or traffic,
24 obstruction of public streets by crowds or vehicles, drinking in public, the service of alcohol to minors
25 or consumption of alcohol by minors, fighting, littering, vandalism, assaults, batteries, disturbance of
26 the peace, or any other conduct that constitutes a threat to public health, safety or welfare. An unruly
27 gathering is unlawful and constitutes a civil infraction and may be abated by reasonable means,
28 including, but not limited to citations or arrests of violators under applicable ordinances or statutes.

1 SECTION 4: Every owner, occupant, lessee or holder of any possessory interest of
2 a residence or other private residential property within the City is required to maintain, manage and
3 supervise the property and all persons thereon in a manner so as not to violate the provisions of this
4 Chapter. Once notified, the owner of the property remains liable for such violations regardless of any
5 contract or agreement with any third party regarding the property.

6 SECTION 5: The Department is authorized to post any premises at which an unruly
7 gathering has occurred with a notice stating:

8 (A) That an unruly gathering has occurred at the premises;

9 (B) The date of the unruly gathering;

10 (C) That any subsequent unruly gathering on the same premises within a one
11 hundred eighty-day period shall be grounds for the imposition of liability in accordance with this
12 Chapter;

13 (D) That those with potential liability include any person in attendance causing the
14 gathering to be unruly; any owner, occupant or a tenant of the premises at which the unruly gathering
15 occurred; and any sponsor of the event constituting the unruly gathering; and

16 (E) That the posting of the notice may be contested as set forth in Section 8 of this
17 Ordinance.

18 SECTION 6: (A) The posting of premises pursuant to Section 5 of this Ordinance
19 is authorized each time an unruly gathering occurs on the premises. The owner, occupant or tenant
20 of the premises or sponsor of the event constituting the unruly gathering, if present, shall be consulted
21 as to the location in which such notice is posted in order to achieve both the security of the notice and
22 its prominent display. In the event that a premises is already posted at the time of a subsequent
23 posting the one hundred eighty-day period shall be extended to one hundred eighty days from the date
24 of the new posting. Once a premises is initially posted as a result of an unruly gathering and the
25 conduct causing the gathering to be unruly has ceased, a resumption of behavior constituting an unruly
26 gathering on the premises that results in another police response shall constitute a new and separate
27 unruly gathering for the purpose of this Section.

28 (B) In connection with the posting of premises, the Department shall mail notice

1 of the posting to the property owner at the last known address of record on file at the Clark County
2 Assessor's Office. The notice shall advise the property owner that any subsequent unruly gathering
3 within one hundred eighty days on the same premises shall be grounds for the imposition of liability
4 in accordance with this Chapter. The notification shall be sent by regular mail and certified mail,
5 return receipt requested. In addition, the notice shall be provided to any agent of the owner, if known,
6 who controls or regulates the use of the premises. Notice to the owner's agent may be provided by
7 hand delivery or by certified or regular mail sent to the agent's last known address. The failure to
8 serve notice to any person described in this Section shall not invalidate any citation, civil penalty or
9 other proceedings as to any other person duly served or relieve any such person from any duty imposed
10 by this section.

11 SECTION 7: The owner, occupant or tenant of the posted premises shall be
12 responsible for ensuring that a notice posted under Sections 5 and 6 of this Ordinance is not removed,
13 defaced or concealed. The removal, defacement or concealment of a posted notice is subject to a
14 minimum civil penalty of one hundred fifty dollars in addition to any other penalties which may be
15 imposed under this Chapter.

16 SECTION 8: An owner, occupant or tenant of the posted premises may contest the
17 posting of the notice by filing a written petition for review with the City Clerk requesting that the City
18 Council determine whether justification existed for posting of the notice under the provisions of this
19 Chapter. The petition must be filed in accordance with the time line that is set forth in LVMC
20 9.04.070 for notices of a nuisance violation, and the City Clerk shall set a hearing in accordance with
21 the requirements of Chapter 9.04. At the hearing, the agency responsible for posting the property shall
22 have the burden of proving by substantial evidence that the posting of the notice was justified pursuant
23 to the provisions of this Chapter.

24 SECTION 9: (A) Except as otherwise provided in Subsection (B) of this Section,
25 a petition for review under Section 8 of this Ordinance that is filed by an owner may include a request
26 for removal of a notice on the grounds that the owner has taken reasonable and necessary actions, such
27 as evicting a tenant responsible for the violation, to prevent the occurrence of a subsequent unruly
28 gathering at the posted premises. The petitioner has the burden of proving by a preponderance of

1 evidence that the petitioner has taken reasonable and necessary actions to prevent the occurrence of
2 a subsequent unruly gathering.

3 (B) A request under Subsection (A) of this Section is not available to an owner who
4 was present at the unruly gathering and engaged in conduct causing the gathering to be unruly.

5 SECTION 10: (A) An unruly gathering is unlawful and constitutes a nuisance and
6 civil violation. The following parties, if found responsible for the violation, are liable for the penalty
7 provided for in Paragraph (1) of Subsection (B) of Section 11 of this Ordinance:

8 (1) The person or persons who organized or sponsored the event
9 constituting the unruly gathering, including any owner or occupant in attendance at the unruly
10 gathering; and

11 (2) Any person in attendance at the unruly gathering who engaged in any
12 conduct causing the gathering to be unruly.

13 (B) The occurrence of an unruly gathering on the same premises more than once
14 in any one hundred eighty-day period is a civil violation. The following parties, if found responsible
15 for such a violation are liable for the penalties provided for in Paragraphs (2) or (3) of Subsections (B)
16 of Section 11 of this Ordinance:

17 (1) The owner of the property where the subsequent unruly gathering
18 occurred if either:

19 (a) The owner was present when the property was posted; or

20 (b) Notification of the posting was mailed or delivered to the owner
21 of the property in accordance with Section 6 of this Ordinance and the subsequent unruly gathering
22 occurred not less than one week after the mailing of such notification.

23 (2) The occupant or tenant of the property where the subsequent unruly
24 gathering occurred.

25 (3) The person or persons who organized or sponsored the event
26 constituting the subsequent unruly gathering.

27 (4) Any person in attendance at the subsequent unruly gathering who
28 engaged in any conduct causing the gathering to be unruly.

1 (C) Nothing in this Section shall be construed to impose liability on the owner,
2 occupant or tenant of the premises or sponsor of the event constituting the unruly gathering for the
3 conduct of persons who are in attendance without the express or implied consent of the owner,
4 occupant tenant or sponsor as long as the owner, occupant tenant or sponsor has taken steps reasonably
5 necessary to prevent a subsequent unruly gathering or to exclude the uninvited persons from the
6 premises, including owners who are actively attempting to evict a tenant from the premises. Where
7 an invited person engages in unlawful conduct which the owner, occupant tenant or sponsor could not
8 reasonably foresee and could not reasonably control without the intervention of the police, the
9 unlawful conduct of the person shall not be attributable to the owner, occupant tenant or sponsor for
10 the purposes of determining liability under this Chapter.

11 SECTION 11: (A) It is a civil violation for any responsible person to conduct, aid,
12 allow, permit or condone an unruly gathering at a residence or other private residential property. Upon
13 receipt of documentation indicating that an unruly gathering has taken place, the Department is
14 authorized to determine that a violation has occurred, that one or more persons should be held
15 responsible for the violation, and that penalties should be imposed.

16 (B) Upon a determination made pursuant to Subsection (A), the Department is
17 authorized to impose the following penalties:

18 (1) For a first violation of this Chapter, a minimum civil penalty of one
19 hundred fifty dollars;

20 (2) For a second violation of this Chapter at the same residence or private
21 residential property, or by the same responsible person, within a one hundred eighty-day period, a
22 minimum civil penalty of three hundred dollars.

23 (3) For a third or subsequent violation of this Chapter at the same residence
24 or private residential property, or by the same responsible person, within a one hundred eighty-day
25 period, a minimum civil penalty of five hundred dollars.

26 (C) The second, third or subsequent penalties prescribed in Paragraphs (2) and (3)
27 of Subsection (B) are payable whether or not the responsible person for such unruly gathering is
28 different from the responsible person for any prior unruly gathering at the residence or other private

1 residential property.

2 (D) The penalty schedule prescribed in this Section is a "rolling schedule," meaning
3 that, in calculating the penalty that is payable, the Department shall count backward starting from the
4 date of the most recent unruly gathering to determine how many prior unruly gatherings have taken
5 place at the residence or other private residential property in question during the preceding one
6 hundred eighty days. A warning given pursuant to this Chapter shall remain in effect for the residence
7 or other private residential property at a given address until a full one hundred eighty-day period has
8 elapsed during which there have been no responses to a unruly gathering at that residence or other
9 private residential property.

10 (E) The determination that a violation occurred and the imposition of penalties
11 pursuant to this Section may be appealed in accordance with the appeal procedures for nuisances as
12 set forth in LVMC Chapter 9.04. The payment of any penalty shall be stayed during the pendency of
13 a timely appeal.

14 SECTION 12: (A) When law enforcement, fire or other emergency response
15 provider responds to an unruly gathering at a residence or other private residential property within one
16 hundred eighty days of a warning given to a responsible person for an unruly gathering, all persons
17 shall be jointly and severally liable for the costs of Metro or the City of providing response costs for
18 that response and all subsequent responses during the warning period.

19 (B) When a law enforcement, fire or other emergency response provider officials
20 makes an initial response to an unruly gathering at a residence or other private residential property,
21 the official shall inform any person or persons at the scene who are responsible for the gathering that:

22 (1) The official has determined that an unruly gathering exists; and

23 (2) Responsible persons are liable for any response costs required for
24 subsequent responses to the scene for an unruly gathering within one hundred eighty days.

25 (C) Only one warning will be given to a responsible person pursuant to this Section
26 before Metro or the City assesses response service costs in accordance with this Chapter.

27 (D) If a responsible person cannot be identified at the scene, the official may issue
28 a warning to one or more persons identified pursuant to this Section, may subsequently return to the

1 residence or other private residential property and issue the warning to a then present responsible
2 person, or a combination thereof. Warnings given to responsible persons who do not reside at the
3 residence or other private residential property in question shall be delivered by regular and certified
4 mail, return receipt requested.

5 SECTION 13: (A) The amount of response costs shall be deemed a debt owned to
6 the City by the responsible person held liable under Section 12 of this Ordinance for the unruly
7 gathering and, if a juvenile, by the juvenile's parents. The responsible person may appeal the
8 imposition of costs in accordance with the appeal procedures for nuisance as set forth in LVMC
9 Chapter 9.04. In the event an appeal is not timely filed, the City may collect the costs in any
10 commercially reasonable manner including, but not limited to using a collection agency or civil
11 litigation.

12 (B) Notice of the costs for which the responsible person is liable shall be mailed
13 by regular mail and certified mail, return receipt requested within thirty days of the response giving
14 rise to such costs. The notice shall contain the following information:

15 (1) The name of the person or persons being held liable for the payment of
16 such costs;

17 (2) The address of the residence or other private residential property where
18 the unruly gathering occurred;

19 (3) The date and time of the response;

20 (4) The law enforcement, fire or emergency service provider who
21 responded;

22 (5) The date and time of any previous warning given pursuant to Section
23 12 of this Ordinance and previous responses to unruly gatherings at the residence or other private
24 residential property in question within the previous one hundred eighty-day period; and

25 (6) An itemized list of the response costs for which the person or persons
26 are being held liable.

27 (C) The responsible person must remit payment of the noticed response costs to the
28 City Clerk within thirty days after the date of the notice. The payment of any such costs shall be

1 stayed upon a timely appeal.

2 SECTION 14: If any section, subsection, subdivision, paragraph, sentence, clause or
3 phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or
4 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
5 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
6 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
7 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
8 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
9 invalid or ineffective.

10 SECTION 15: All ordinances or parts of ordinances or sections, subsections, phrases,
11 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
12 1983 Edition, in conflict herewith are hereby repealed.

13 PASSED, ADOPTED and APPROVED this ____ day of _____, 2007.

14 APPROVED:

15
16 By OSCAR B. GOODMAN, Mayor

17 ATTEST:

18 BEVERLY BRIDGES, Acting City Clerk

19 APPROVED AS TO FORM:

20 Val Steel 3-13-07
Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of ____, 2007, 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 ____, 2007, 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:

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17 BEVERLY BRIDGES, Acting City Clerk

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BUSINESS IMPACT STATEMENT
BILL NO. 2007-14

(Prohibits unruly gatherings and establishes regulations and penalties with respect thereto)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2007-14, that will prohibit unruly gatherings and establish regulations and penalties with respect thereto

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable.

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None

Beneficial effects:

None

Direct effects:

None

Indirect effects:

None

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: March 13, 2007

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2007-15 – Levies Assessment for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2008)
Sponsored by: Step Requirement

Fiscal Impact

☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$59,400.00

Funding Source: Capital Projects Fund - Special Assessments

Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:

Levies the assessment for the annual maintenance costs of street beautification improvements along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane. The fiscal amount reflects the estimated maintenance costs from July, 2007 through June, 2008.

RECOMMENDATION:

ADOPTION at 5/16/2007 City Council meeting pursuant to the 5/1/2007 Recommending Committee.

First Reading – 4/18/2007; First Publication – 5/4/2007

BACKUP DOCUMENTATION:

Bill No. 2007-15

Minutes:

Recommendation noted.

5/16/2007 Council Agenda

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 - ALTA DRIVE (LANDSCAPE MAINTENANCE FY2008); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; 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. 1485 - Alta Drive (Landscape Maintenance) (hereinafter the "District"), to defray the annual maintenance costs of a street beautification project within the District (hereinafter the "Maintenance Project") as defined in Chapter 271, Nevada Revised Statutes and has provided that the entire cost and expense of the Maintenance 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 the entire cost and expense of the Maintenance 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 Maintenance Project; and

WHEREAS, in accordance with NRS 271.360 and NRS 271.378, the City Council has heretofore determined, and does hereby declare, that the net cost of the Maintenance Project for FY2008 (including all necessary incidentals which either have been or will be incurred in connection with the District) is \$59,400.00, of which, \$0.00 is available from other sources and of which \$59,400.00 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 Maintenance Project; and

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

WHEREAS, after a determination of the costs of such work to be paid by the property specially benefited, the City Council, together with the Engineer 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; and

WHEREAS, the Engineer has reported the final assessment roll to the City Council and has filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, April 4, 2007, 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 Maintenance Project 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 Engineer 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 the Maintenance Project 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, April 4, 2007, 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 March 7, 2007; and

WHEREAS, the City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing on April 4, 2007, 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. 1485 (FY2008) Assessment Protest Resolution; and

WHEREAS, by the District No. 1485 (FY2008) 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 the total cost of the Maintenance 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 Maintenance Project, with funds completely derived from the levy of assessments.

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. 1485 (FY2008) 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. 1485 (FY2008) 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. 1485 – Alta Drive (Landscape Maintenance FY2008) including, but not limited to, the creation of the District, the amount of the maintenance 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 the costs and expenses of the Maintenance 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 the Maintenance Project) and described in the final assessment roll for the District, as filed in the office of the City Clerk on March 7, 2007, and as modified and confirmed by the District No. 1485 (FY2008) Assessment Protest Resolution duly adopted by the City Council on April 18, 2007.

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, 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 four (4) substantially equal quarterly installments of principal until paid in full, without interest, payable at the office of the City Treasurer on July 2, 2007, October 1, 2007, January 2, 2008 and April 1, 2008. Failure to pay any installment 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; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not 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, but 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, and all penalty interest 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 installment of the unpaid principal.

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. 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 property owner's application for renewal of the Hardship Determination is disapproved; or (c) the property owner pays all previous and current assessments. The property owner shall file an application for renewal of the Hardship Determination each year when the Maintenance Project is levied. 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. May 20, 2007) 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, 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, 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 271.625. 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.

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 and the last day for their payment. 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 or his designee 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 have been paid in full 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
LANDSCAPE MAINTENANCE IN CITY OF LAS VEGAS, NEVADA SPECIAL
IMPROVEMENT DISTRICT NO. 1485 - ALTA DRIVE (LANDSCAPE
MAINTENANCE FY2008)

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1485 (FY2008) Levy Ordinance (hereinafter the "Levy Ordinance") was duly passed, adopted, signed and approved on May 16, 2007. The Levy Ordinance levied and assessed the cost and expense of landscape maintenance against the lots, tracts and parcels of land specially benefited by the maintenance in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance)," (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 June 19, 2007, 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, without 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 four (4) substantially equal quarterly installments of principal until paid in full, being payable at the office of the City Treasurer in Las Vegas, Nevada, on July 2, 2007, October 1, 2007, January 2, 2008, and April 1, 2008. Failure to pay any assessment installment 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 will, after such delinquency, whether the City's option is or is not 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, but 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, and all penalty interest accrued, and will 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 not in default as to any assessment installment or payment may, at any time, pay the whole or any installment of the unpaid principal.

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. 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 property owner's application for renewal of the Hardship Determination is disapproved; or (c) the property owner pays all previous and current assessments. The property owner shall file an application for renewal of the Hardship Determination each year when the Maintenance Project is levied. 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 May 20, 2007, (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 May 16, 2007.

Beverly K. Bridges, CMC, Acting 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.

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 May 16, 2007, 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. 1485 ALTA DRIVE (LANDSCAPE MAINTENANCE FY2008) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; 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 of April, 2007, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 16th of May, 2007.

/s/ Beverly K. Bridges, CMC
Acting 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. 1485 - ALTA DRIVE (LANDSCAPE MAINTENANCE FY2008); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; 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 April 18, 2007, and was passed at a regular meeting held on May 16, 2007, 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
Steve Wolfson
Lois Tarkanian
Steven D. Ross

Those Voting Nay:

Those Absent:

This Ordinance shall be in full force and effect from and after May 20, 2007, 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 16th of May, 2007

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

(SEAL)

Attest:
/s/ BEVERLY K. BRIDGES, CMC
Acting 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.

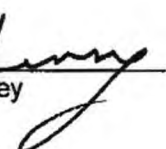
Introduced April 18, 2007, PASSED, ADOPTED AND APPROVED May 16, 2007.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, CMC, Acting City Clerk

Approved as to Form:

29 MAR 07 W F / 
Date Deputy City Attorney

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

I, Beverly K. Bridges, CMC, the duly chosen, acting 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 April 18, 2007, and finally adopted and approved on May 16, 2007.

2. The following members of the City Council were present at the April 18, 2007, Council meeting:

Mayor:	Oscar B. Goodman
Councilmembers:	Gary Reese
	Larry Brown
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross

3. The foregoing Ordinance was first proposed and read by title to the City Council on April 18, 2007, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on May 16, 2007, 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 May 16, 2007, meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Oscar B. Goodman
	Gary Reese
	Larry Brown
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross

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 April 18, 2007, and May 16, 2007. 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 Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada
- (ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada
- (iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada
- (iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(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 April 18, 2007, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on May 16, 2007, 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 May 16, 2007.

BEVERLY K. BRIDGES, CMC, Acting City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of April 18, 2007 Meeting)

EXHIBIT B

(Attach Copy of Notice of May 16, 2007 Meeting)

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2007-16 – Annexation No. ANX-10156 – Property location: Within the area bounded by Clark County Highway 215 on the east, Washburn Road on the south, Puli Road on the west, and Centennial Parkway on the north; Petitioned by Southwest Desert Equities, LLC, et al.; Acreage: Approximately 245 acres; Zoned: R-U (County zoning), U (PF-CC), U (PCD) and U (ROW) (City equivalents). Sponsored by: Councilman Steven D. Ross

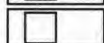
Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The proposed ordinance annexes certain real property generally located within the area bounded by Clark County Highway 215 on the east, Washburn Road on the south, Puli Road on the west, and Centennial Parkway on the north. The annexation is at the request of a property owner and the City, with a statement of non-objection having been filed by the Bureau of Land Management and Clark County as additional owners. The annexation process has now been completed in accordance with the NRS and the final date of annexation (June 8, 2007) is set by this ordinance.

RECOMMENDATION:

ADOPTION at 5/16/2007 City Council meeting pursuant to the 5/1/2007 Recommending Committee.

First Reading – 4/18/2007; First Publication – 5/4/2007

BACKUP DOCUMENTATION:

Bill No. 2007-16 and location map

Minutes:

Recommendation noted.

5/16/2007 Council Agenda

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8 **BILL NO. 2007-16**

9 **ORDINANCE NO. _____**

10 AN ORDINANCE TO EXTEND THE BOUNDARIES OF THE CITY, TO
11 PARTICULARLY DESCRIBE THE LAND TO BE ANNEXED, TO MAKE ITS
12 INHABITANTS SUBJECT TO THE LAWS, OBLIGATIONS AND BENEFITS OF THE
CITY, AND TO PROVIDE FOR OTHER RELATED MATTERS. (ANX-10156)

13 Sponsored by: Councilman Steven D. Ross Summary: Annexes property described
14 generally as located within the area bounded
15 by Clark County Highway 215 on the East,
16 Washburn Road on the south, Puli Road on
the west, and Centennial Parkway on the
north.

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

19 SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are
20 hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the
21 following described real property:

22 Those portions of the West Half (W 1/2) of Section 25, and the North Half
23 (N 1/2) of Section 36, Township 19 South, Range 59 East, M.D.M., in
24 County of Clark, State of Nevada, as shown on "RECORD OF SURVEY -
ANNEXATION PLAT" recorded October 9, 2006 in Survey File 160, Page
62 of Clark County, Nevada Records, described as follows:

25 BEGINNING at the quarter corner common to Section 35 and Section 36,
26 Township 19 South, Range 59 East, M.D.M.; thence along the west line of
the Northwest Quarter (NW 1/4) of said Section 36, North 00°11'22" West
27 1333.44 feet to the north sixteenth section corner, common to said Section 35
and Section 36; thence departing said west line, North 89°25'29" East 336.75
28 feet; thence North 00°10'04" West 667.00 feet; thence South 89°22'37" West
337.01 feet returning to said West line; thence along said west line,

1 North 00°11'22" West 666.72 feet to the section corner common to said
2 Section 35 and 36, and to Section 25 and 26; thence along the west line of the
3 Southwest Quarter (SW 1/4) of said Section 25, North 00°25'02" West
4 665.57 feet; thence departing the west line of said Southwest Quarter
5 (SW 1/4), North 89°16'43" East 337.20 feet; thence South 00°25'23" East
6 665.87 feet to the south line of the Southwest Quarter (SW 1/4) of said
7 Section 25; thence departing said south line, South 00°10'04" East 667.00
8 feet; thence North 89°22'37" East 337.01 feet; thence North 00°08'45" West
9 667.28 feet returning to the south line of the Southwest Quarter (SW 1/4) of
10 said Section 25; thence departing said south line, North 00°25'44" West
11 1332.33 feet; thence South 89°13'42" West 674.27 feet to the South sixteenth
12 corner common to Section 25 and Section 26; thence along the west line of
13 said Southwest Quarter (SW 1/4), North 00°25'02" West 665.57 feet; thence
14 departing said west line North 89°09'23" East 674.17 feet; thence
15 North 00°25'33" West 666.42 feet to the north line of the Southwest Quarter
16 (SW 1/4) of said Section 25; thence departing said north line,
17 North 00°34'06" West 1335.26 feet; thence North 00°34'04" West 667.27
18 feet; thence North 89°00'42" East 676.07 feet; thence North 00°30'37" West
19 667.32 feet to the west sixteenth section corner common to Section 24 and
20 Section 25, Township 19 South, Range 59 East, M.D.M., on the centerline of
21 CENTENNIAL PARKWAY; thence along said centerline and the north line
22 of the Northwest Quarter (NW 1/4) of said Section 25, North 89°00'28" East
23 317.75 feet to the intersection with the westerly line of the I-215 LAS
24 VEGAS BELTWAY, being the beginning of a non-tangent curve, concave
25 southeasterly, having a radius of 3175 feet, the radial line through said
26 beginning bears North 66°00'47" West; thence southwesterly departing said
27 north line and along the westerly line of said I-215 through a central angle of
28 24°25'21" and an arc length of 1353.36 feet; thence continuing along said
westerly line, South 00°26'08" East 2028.11 feet; thence departing said
westerly line, South 89°09'34" West 30.14 feet; thence South 89°09'23" West
337.09 feet; thence South 00°25'48" East 666.84 feet; thence
North 89°13'42" East 337.13 feet to the southwest sixteenth section corner of
said Section 25; thence North 89°13'00" East 30.15 feet returning to said
westerly line of said I-215; thence along said westerly line,
South 00°26'08" East 198.29 feet to the beginning of a curve, concave
northeasterly, having a radius of 3175.00 feet; thence southeasterly along said
westerly line through a central angle of 54°09'51" and an arc length of
3001.46 feet; thence South 54°35'59" East 844.74 feet to the beginning of a
curve, concave southwesterly, having a radius of 2825.00 feet; thence
southeasterly along said westerly line through a central angle of 20°45'15"
and an arc length of 1023.30 feet to the south line of the Southeast Quarter
(SE 1/4) of the Northeast Quarter (NE 1/4) of said Section 36; thence along
said south line, South 89°29'03" West 57.14 feet to the east sixteenth center
section corner of said Section 36; thence along the south line of the
Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of said
Section 36, South 89°29'40" West 1348.00 feet to the center quarter corner
of said Section 36; thence along the south line of the Southeast Quarter
(SE 1/4) of the Northwest Quarter (NW 1/4) of said Section 36,
South 89°29'12" West 1345.71 feet to the west sixteenth center section corner
of said Section 36; thence along the south line of the Southwest Quarter
(SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 36,
South 89°31'18" West 1344.90 feet to the POINT OF BEGINNING.

BASIS OF BEARINGS: South 89°00'28" West being the north line of the
Northwest Quarter (NW 1/4) of Section 25, Township 19 South, Range 59

1 East, M.D.M., as shown on Record of Survey in File 124, Page 94 of Clark
2 County, Nevada Records.

3 Prepared by:
4 Brian Yu PLS,
5 731 S. Fourth Street,
6 Public Works, City of Las Vegas,
7 Las Vegas, NV 89101
8 byu@lasvegasnevada.gov

9 SECTION 2: The City Council hereby determines that the described territory
10 meets the requirements provided by law for annexation to the City for the following reasons:

11 (A) The area to be annexed was contiguous to the City's boundaries at the
12 time the annexation proceedings were instituted;

13 (B) More than one-eighth (1/8) of the aggregate external boundaries of the
14 area are contiguous to the City;

15 (C) The territory proposed to be annexed is not included within the
16 boundaries of another incorporated city or within the boundaries of any unincorporated town
17 as those boundaries existed as of July 1, 1983;

18 (D) The territory in question is eligible to be annexed to the City because:

19 (1) With respect to territory not owned by a governmental entity,
20 the owners of record of not less than 75 percent of the individual lots or parcels of land
21 within the territory have petitioned the City to annex the territory.

22 (2) With respect to territory owned by a governmental entity, the
23 City has received a written statement from the governmental entity indicating that it owns
24 the territory and does not object to the City's annexation of the territory.

25 (E) In compliance with the procedural requirements of NRS Chapter 268,
26 the City is authorized to annex the territory in question because:

27 (1) In accordance with NRS 268.584, the City Council, on
28 February 7, 2007, adopted a resolution of intent to annex, along with the form of a notice of
public hearing to be provided to property owners within the annexation area, and set a public
hearing for March 21, 2007.

(2) In accordance with NRS 268.578 and 268.588, the City

1 Council, on February 21, 2007, approved an annexation report and made it available for
2 inspection and copying thereafter.

3 (3) In accordance with NRS 268.586, the City mailed by certified
4 mail, return receipt requested, a copy of the notice of public hearing to the owners of the
5 property within the annexation area, as determined with reference to the records of the Clark
6 County Assessor.

7 (4) In accordance with NRS 268.586, the City had the notice of
8 public hearing published in a newspaper of general circulation within the territory to be
9 annexed, on three separate occasions in compliance with the requirements of NRS 268.586.

10 (5) In accordance with NRS 268.590, the City Council held a
11 public hearing on March 21, 2007, at which time persons who wished to be heard concerning
12 the matter were given that opportunity. During the public hearing, and within the 15-day
13 period following the public hearing, the number of persons who protested the annexation
14 (zero) was less than a "majority of the property owners" as defined by NRS 268.574(3).

15 (6) In accordance with NRS 268.592, because less than a majority
16 of the property owners protested the annexation, the territory may be annexed by the City.

17 SECTION 3: The City will provide police protection through the Las Vegas
18 Metropolitan Police Department, fire protection, street maintenance, and library services
19 immediately upon annexation. Garbage collection by the company franchised by the City
20 will also be provided immediately. The City sanitary sewer system will serve the proposed
21 annexation area. Any connection to or extension of this sewer line to serve the annexation
22 area shall be at the expense of the landowners. Other services, such as participation in the
23 City's recreational programs, special education classes and programs, public works planning,
24 building inspections, and other City services will also be available immediately. Utilities
25 such as gas, electricity, telephone, and water are provided by private utility companies and
26 other services to the area will not be affected by annexation. Street paving, curbs and gutters,
27 sidewalks and street lights which are not in place at the time of annexation will be installed
28 in the presently developed areas upon the request of the property owners and at their expense

1 by means of special assessment districts. Such improvements will be extended into the
2 undeveloped areas as development takes place and the need therefor arises, and will be
3 located according to the needs of the area at that time. Such installations will also be made
4 at the expense of the property owners, either by means of special assessment districts or as
5 prerequisites to the approval of subdivision plats, building permits or other land use or
6 development applications.

7 SECTION 4: The annexation of the described territory shall become
8 effective on the 8th of June, 2007, and on that date the City will have the funds appropriated
9 in sufficient amount to finance the extension into the described territory of police protection,
10 fire protection, street maintenance, street sweeping, and street lighting maintenance.

11 SECTION 5: The described territory, together with the inhabitants and
12 property thereof, shall, from and after the 8th day of June, 2007, be subject to all debts, laws,
13 ordinances and regulations in force in the City and shall be entitled to the same privileges and
14 benefits as other parts of the City, and shall be subject to municipal taxes levied by the City.

15 SECTION 6: The City Engineer is hereby instructed to cause to be prepared
16 an accurate map or plat of the described territory and to record the map or plat, together with
17 a certified copy of this ordinance, in the office of the County Recorder of Clark County,
18 Nevada, which recording shall be done prior to the 8th day of June, 2007.

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1 SECTION 7: The described territory, which previously has been zoned R-U
2 (County of Clark classification), is hereby classified with the City of Las Vegas
3 classifications that are set forth below, which are deemed to be the equivalents of the County
4 classification:

PROPERTY DESCRIPTION (BY APN)	CITY CLASSIFICATION
126-25-201-009 126-25-401-019	U (PF-CC)
126-25-201-002 126-25-401-007 126-25-401-009 126-25-401-010 126-36-101-001 126-36-101-003 126-36-101-004 126-36-101-007 126-36-101-008 126-36-101-009 126-36-201-001	U (PCD)
All other parcels	U (ROW)

15 SECTION 8: If any section, subsection, subdivision, paragraph, sentence,
16 clause or phrase in this ordinance or any part thereof is for any reason held to be
17 unconstitutional or invalid or ineffective by any court of competent jurisdiction, such
18 decision shall not affect the validity or effectiveness of the remaining portions of this
19 ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that
20 it would have passed each section, subsection, subdivision, paragraph, sentence, clause or
21 phrase thereof irrespective of the fact that any one or more sections, subsections,
22 subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid
23 or ineffective.

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

PASSED, ADOPTED and APPROVED this _____ day of _____,
2007.

APPROVED:

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

BEVERLY BRIDGES, Acting City Clerk

APPROVED AS TO FORM:

Val Steed 4-4-07
Date

1 The above and foregoing ordinance was first proposed and read by title to the Council on the
2 ____ day of _____, 2007, and referred to the following committee
3 composed of _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2007, which was a _____ meeting of said Council; that
6 at said _____ meeting, the proposed ordinance was read by title to the City
7 Council as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

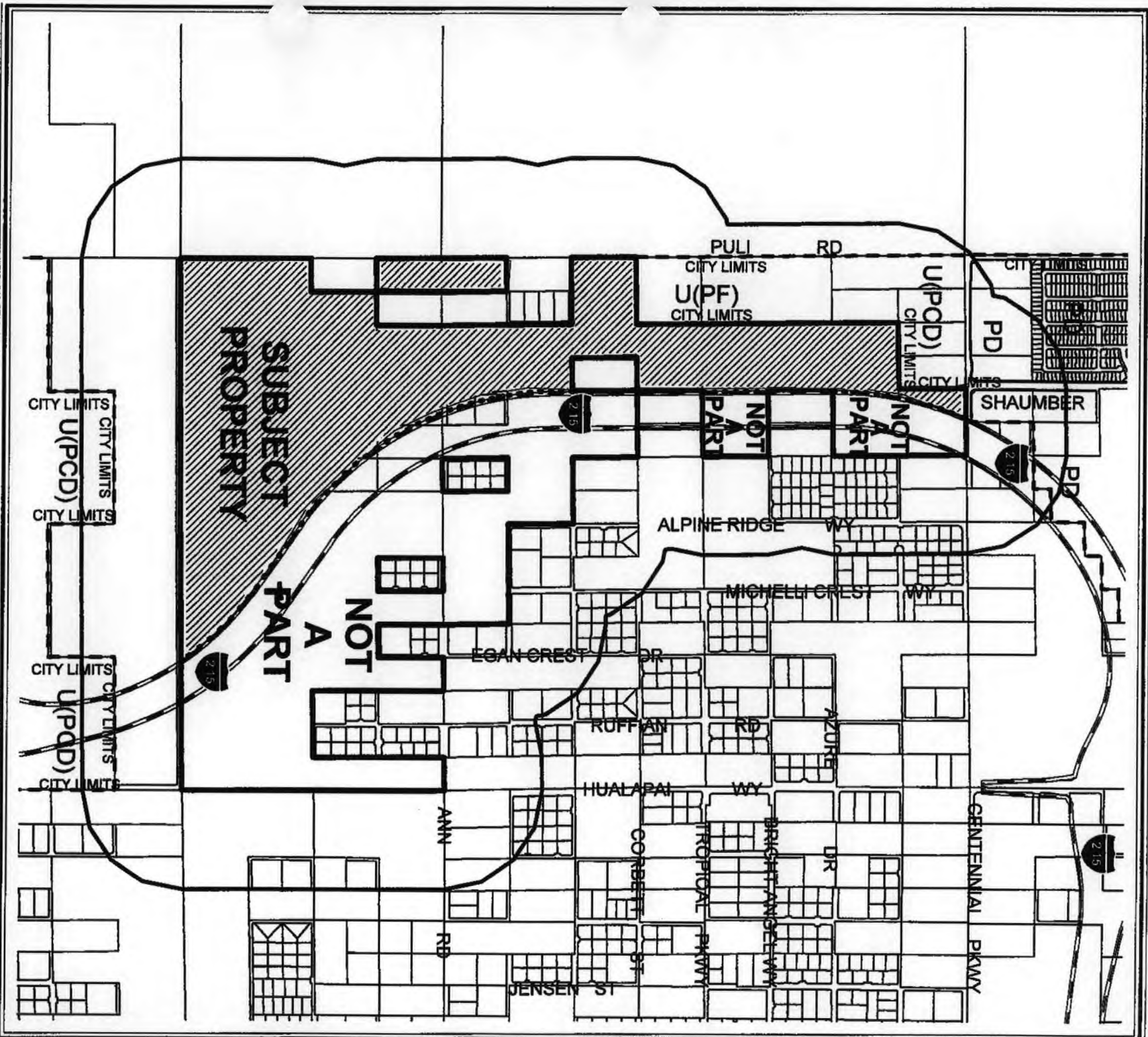
10 ABSENT: _____

11 APPROVED:

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13 By _____
14 OSCAR B. GOODMAN, Mayor

15 ATTEST:

16 BEVERLY BRIDGES, Acting City Clerk
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CASE: **ANX-10156**
RADIUS: 1000 FT



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2007-17 – Amends the Town Center Development Standards Manual to allow consignment sales in the GC-TC and SC-TC Zoning Districts, by means of special use permit, as a limited type of secondhand dealer. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

It has been proposed to allow consignment sales in Town Center, specifically in the GC-TC and SC-TC Zoning Districts. In order to use existing licensing and zoning categories, the use will be treated as a limited type of secondhand dealer use, allowable only by means of special use permit. Specific conditions related to the manner and hours of operation will be imposed on any special use permit in order to ensure compatibility of the use.

RECOMMENDATION:

ADOPTION at 5/16/2007 City Council meeting pursuant to the 5/1/2007 Recommending Committee.

First Reading – 4/18/2007; First Publication – 5/4/2007

BACKUP DOCUMENTATION:

Bill No. 2007-17

Minutes:

Recommendation noted.

5/16/2007 Council Agenda

BILL NO. 2007-17

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TOWN CENTER DEVELOPMENT STANDARDS TO ALLOW CONSIGNMENT SALES IN THE GC-TC AND SC-TC ZONING DISTRICTS, BY MEANS OF SPECIAL USE PERMIT, AS A LIMITED TYPE OF SECONDHAND DEALER, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Amends the Town Center Development Standards Manual to allow consignment sales in the GC-TC and SC-TC Zoning Districts, by means of special use permit, as a limited type of secondhand dealer.

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

SECTION 1: The Town Center Development Standards Manual, adopted under Section 19.06.110(B) of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended as set forth in Sections 2 and 3 of this Ordinance.

SECTION 2: Section B.2 of the Manual is amended by amending the Permitted Uses Matrix, identified therein as Table 1, to add a new row for the use "Secondhand Dealer," to read as follows:

USES	GC	SC	UC	SX	MS	EC	L	ML	MLA	M	PF
Secondhand Dealer	S	S									

SECTION 3: Section B.4.B of the Manual is amended by adding, at the appropriate location, the use category "Secondhand Dealer," to read as follows:

SECONDHAND DEALER

- a. The use may be operated for consignment sales only.
- b. Only the following merchandise may be sold: jewelry (Class III), furniture, fixtures, tableware, pictures and paintings.
- c. Payment to the consignor for consigned merchandise may not be made until after the merchandise has been sold.
- d. No outdoor displays, sales or storage of any merchandise shall be permitted.

- 1 e. The hours of operation shall be limited to the hours between 8:00 a.m. and 10:00 p.m.,
2 unless otherwise specified by the City Council.
3 f. The use shall comply with the applicable requirements of LVMC Title 6.
4 g. The conditions listed above are not waivable development standards under the
5 provisions of the Town Center Development Standards Manual.

6 SECTION 4: The Planning and Development Department is authorized and directed
7 to incorporate into the Manual the amendments made by this Ordinance. Regarding the amendment
8 made by Section 3, the Department is authorized to insert and number the new use category either at
9 the end of the categories listed or so as to appear alphabetically. If the latter, the Department is
10 authorized and directed to renumber use categories appropriately and make such other corrections as
11 may be necessary throughout the Manual to reflect the change in renumbering.

12 SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or
13 phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or
14 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
15 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
16 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
17 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
18 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
19 invalid or ineffective.

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1 SECTION 6: All ordinances or parts of ordinances or sections, subsections, phrases,
2 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
3 1983 Edition, in conflict herewith are hereby repealed.

4 PASSED, ADOPTED and APPROVED this ____ day of _____, 2007.

5 APPROVED:

6
7 By _____
8 OSCAR B. GOODMAN, Mayor

9 ATTEST:

10 BEVERLY BRIDGES, Acting City Clerk

11 APPROVED AS TO FORM:

12
13 Vin Steel 4.4-07
14 Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 _____ day of _____, 2007, 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 _____, 2007, 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:

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17 BEVERLY BRIDGES, Acting City Clerk

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AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

☐ Consent ☒ Discussion

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2007-18 – Requires in certain buildings a minimum level of support for radio coverage for emergency service personnel. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

☒

No Impact

☐

Augmentation Required

☐

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Emergency service personnel have varying degrees of success in receiving and sending radio communications within certain types of multi-story residential and commercial occupancies. This bill would require such buildings to provide a minimum level of support for radio coverage for emergency service personnel. Input from emergency service agencies and from building industry representatives has been provided. The bill would apply to both new and existing buildings; existing buildings would be given time to be brought into compliance following notice from the City.

RECOMMENDATION:

ADOPTION at 5/16/2007 City Council meeting pursuant to the 5/1/2007 Recommending Committee.

First Reading – 4/18/2007; First Publication – 5/4/2007

BACKUP DOCUMENTATION:

1. Bill No. 2007-18
2. Business Impact Statement

Minutes:

Recommendation noted.

5/16/2007 Council Agenda

THE MORNING SESSION RECESSED AT 12:15 P.M.

1 **BILL NO. 2007-18**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE TO REQUIRE IN CERTAIN BUILDINGS A MINIMUM LEVEL OF SUPPORT**
4 **FOR RADIO COVERAGE FOR EMERGENCY SERVICE PERSONNEL, AND TO PROVIDE FOR**
5 **OTHER RELATED MATTERS.**

6 Sponsored by: Councilman Steven D. Ross

Summary: Requires in certain buildings a
minimum level of support for radio coverage for
emergency service personnel.

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

9 **SECTION 1:** Title 16 of the Municipal Code of the City of Las Vegas, Nevada, 1983
10 Edition, is hereby amended by adding thereto a new chapter, designated as Chapter 18, consisting of
11 Sections 10 to 50, inclusive, reading as follows:

12 **16.18.010:** Except as otherwise provided in this Chapter, all buildings (new or existing) that are
13 more than four stories in height shall provide support for adequate radio coverage for emergency
14 service personnel. For purposes of this Section, "support for adequate radio coverage for emergency
15 service personnel" means any combination of building design and signal amplification systems that
16 meets all of the following criteria:

17 (A) There must be a minimum signal strength of one microvolt (- 95 dBm)
18 available in 95% of the area of each floor of the building, with a Delivered Audio Quality (DAQ) of
19 3 when transmitted from a public safety radio communication system. For purposes of this
20 Subsection, a DAQ of 3 means that transmitted speech is understandable with no more than slight
21 effort, and no more than occasional repetition is required because of noise or distortion;

22 (B) The radio frequency ranges which must be supported are the 700 and 800
23 megahertz public safety bands;

24 (C) Any signal amplification system must:

25 (1) Include filters to reject frequencies below and above the designated
26 public safety bands by a minimum of 35 dB;

27 (2) Be 100% compatible with analog or digital modulations after
28 installation without additional adjustment or modification; and

- 1 (3) Have a 95% reliability factor;
- 2 (D) Any signal amplification system that contains an electrically powered
- 3 component must be capable of operating on an independent battery or generator system, or
- 4 combination thereof, for a period of at least twelve hours, without external power input; and
- 5 (E) The combination of building design and signal amplification systems must first
- 6 be approved by the Las Vegas Metropolitan Police Department and the City's Department of Fire and
- 7 Rescue:
- 8 (1) For proposed or new construction, prior to the approval of final plans;
- 9 and
- 10 (2) For existing construction, in order to achieve and maintain compliance
- 11 with this Chapter.
- 12 **16.18.020:** Subject to compliance with Section 16.18.010, radio signal amplification systems that
- 13 may be used under this Chapter include radiating cable systems, internal multiple antenna system with
- 14 FCC certificated bi-directional amplifiers as needed, and other FCC-approved technology.
- 15 **16.18.030:** (A) For new construction, initial testing for compliance with Section 16.18.010 will
- 16 be performed by the Department of Fire and Rescue or its authorized designee. A certificate of
- 17 occupancy may be withheld by the Department of Building and Safety if a structure fails to comply.
- 18 (B) For existing construction, initial testing and periodic testing for compliance
- 19 (annual or otherwise) will be performed by the Department of Fire and Rescue or its authorized
- 20 designee, independently or in conjunction with regular inspection procedures.
- 21 **16.18.040:** In addition to the testing provided for in Section 16.18.030, representatives of the Las
- 22 Vegas Metropolitan Police Department and the Department of Fire and Rescue may enter upon
- 23 property at any time to conduct testing of existing buildings to determine compliance with this
- 24 Chapter. Any such testing must be done upon reasonable notice to the owner or the owner's
- 25 representative, and in accordance with law.
- 26 **16.18.050:** This Chapter does not apply to:
- 27 (A) Any one or two-family dwelling subject to the International Residential Code,
- 28 as adopted by the City; or

1 (B) Any R-3 or R-4 occupancy as defined in the International Building Code, as
2 adopted by the City.

3 SECTION 2: Buildings that are existing on the date of the adoption of this Ordinance
4 and are not in compliance with the requirements of this Ordinance shall be brought into compliance
5 within one year after written notice from the City to do so, or within such other period specified in the
6 notice.

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

15 SECTION 4: Whenever in this ordinance any act is prohibited or is made or declared
16 to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is
17 required or the failure to do any act is made or declared to be unlawful or an offense or a
18 misdemeanor, the doing of such prohibited act or the failure to do any such required act shall
19 constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than
20 \$1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such
21 fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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

4 PASSED, ADOPTED and APPROVED this ____ day of _____, 2007.

5 APPROVED:

6
7 By _____
OSCAR B. GOODMAN, Mayor

8 ATTEST:

9
10 BEVERLY BRIDGES, Acting City Clerk

11 APPROVED AS TO FORM:

12 Val Steed 4-4-07
13 Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of ____, 2007, 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 ____, 2007, 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:

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By _____
OSCAR B. GOODMAN, Mayor

15 ATTEST:

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17 BEVERLY BRIDGES, Acting City Clerk

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**BUSINESS IMPACT STATEMENT
BILL NO. 2007-18**

**(Requires in certain buildings a minimum level of support for
radio coverage for emergency service personnel)**

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2007-18, that will require in certain buildings a minimum level of support for radio coverage for emergency service personnel.

1. The following constitutes a description of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

In addition to informal discussions with interested parties, notice of the proposed ordinance and an invitation to respond was sent to a number of representative building industry and development groups. No responses to the invitation were received by the City.

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

Possible increased costs in building construction or retrofitting for businesses owning or occupying affected buildings.

Beneficial effects:

Increased safety and security for building occupants and visitors because of enhanced radio operability for emergency service personnel.

Direct effects:

Possible increased costs in building construction or retrofitting for businesses owning or occupying affected buildings.

Indirect effects:

Increased safety and security for building occupants and visitors because of enhanced radio operability for emergency service personnel.

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

The original proposal was modified to apply to fewer buildings so as to minimize the number of businesses potentially impacted.

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost for enforcement.

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

No additional fees.

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable.

7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains why such duplicative or more stringent provisions are necessary:

The provisions of this ordinance, to the extent that they duplicate or are more stringent than federal, state or local standards regulating the same activity, are deemed necessary in order to provide adequate and responsible emergency service response.

Date: April 3, 2007

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES, ACTING

☐ 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

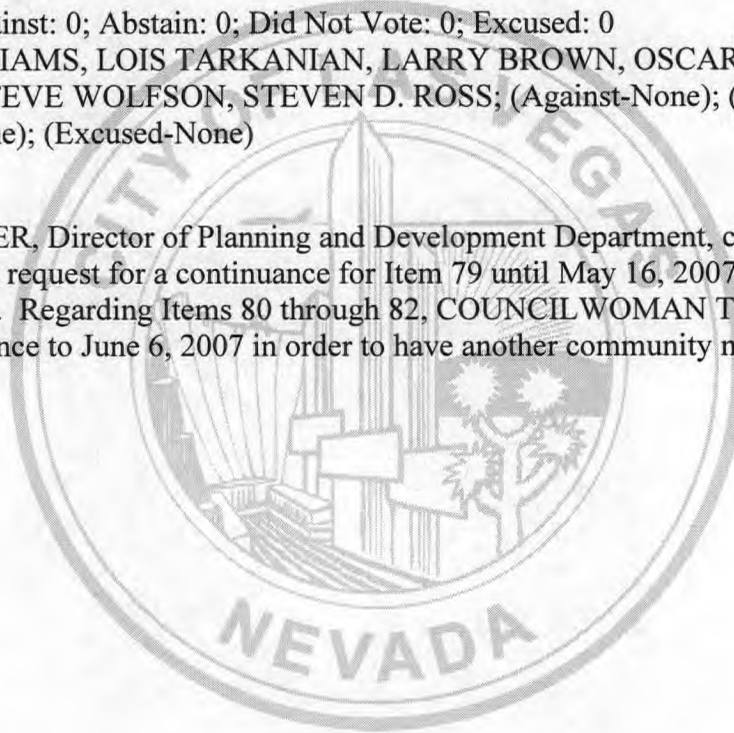
Motion made by GARY REESE to Hold in Abeyance Items 79 and 83 to 5/16/2007; Items 67-69, 80-82 and 85 to 6/6/2007; Strike Item 66 and Withdraw Without Prejudice Item 73

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

MARGO WHEELER, Director of Planning and Development Department, clarified and agreed with the applicant's request for a continuance for Item 79 until May 16, 2007 in order to proceed with their mapping. Regarding Items 80 through 82, COUNCIL WOMAN TARKANIAN requested an abeyance to June 6, 2007 in order to have another community meeting.



AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007**DEPARTMENT: NEIGHBORHOOD SERVICES****DIRECTOR: STEPHEN K. HARSIN**☐ Consent ☒ Discussion**SUBJECT:**

Public Hearing to consider the report of expenses to recover costs for mitigation abatement of vacant or abandoned building and assess civil penalties located at 5412 Longridge Avenue.

PROPERTY OWNER: FLORDELIZA P. CANLAS (\$6,835 – General Fund) - Ward 1 (Tarkanian)

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** 6,835**Funding Source:** General Fund**Dept./Division:** Neighborhood Services/Response**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, the Department of Neighborhood Services hired James Burke, Inc. to remove refuse, waste, trash, debris, litter and vegetation, landscape front yard, replace broken windows and install protective covering required. To date, there have been sixteen (16) inspections conducted at this location. The value of the property based on the sale date of August 2005 was \$254,900.

RECOMMENDATION:

That the City Council: 1. Approve the report of expenses in the amount of \$4,000 for work completed by James Burke, Inc., plus a 15% administrative processing fee of \$600, reinspection fees (including late fees) of \$285, civil penalties in the amount of \$1,950, for a total amount of \$6,835, and that the above charges be filed and recorded against the property, constituting a special assessment and lien, and 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. Submitted after final agenda – Abeyance/objection letter by Appellant

Motion made by LOIS TARKANIAN to Hold in Abeyance to 6/6/2007

CITY COUNCIL MEETING OF: MAY 2, 2007

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 1; Excused: 0

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-STEVE WOLFSON); (Excused-None)

NOTE: A previous motion for approval by TARKANIAN, which carried unanimously, was reconsidered with motion by TARKANIAN, which carried unanimously with WOLFSON not voting.

Minutes:

MAYOR GOODMAN declared the Public Hearing open.

A video was shown but not submitted.

DEVIN SMITH, Manager of Neighborhood Response, indicated the condition of the property as a public hazard and 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, the Department of Neighborhood Services hired James Burke, Inc. to remove refuse, waste, trash, debris, litter and vegetation, landscape front yard, replace broken windows and install protective covering required. Sixteen inspections were conducted at this location. The value of the property based on the sale date in August 2005 was \$254,900. MR. SMITH recommended that the City Council approve the report of expenses in the amount of \$4,000 for work completed by James Burke, Inc., plus a 15 percent administrative processing fee of \$600, reinspection fees including late fees of \$285, civil penalties in the amount of \$1,950, totaling \$6,835, and that the above charges be filed and recorded against the property, constituting a special assessment and lien and authorize that the Notice and Lien of Assessment be duly recorded with the County Treasurer.

The property owner was not present.

MR. SMITH added that at its discretion, the City Council could impose 95 days of civil penalties from November 3, 2006 to February 6, 2007, in the amount of \$47,500. COUNCILWOMAN TARKANIAN recommended 14 days of civil fees at \$500 a-day, for a total of \$7,000.

Upon COUNCILWOMAN TARKANIAN'S query on whether the property owner had been notified, MR. SMITH replied that numerous contacts and acknowledgments were returned to staff showing the Certified letters were received and accepted by the property owner.

MAYOR GOODMAN recalled the item because a letter in the backup from the property owner requested a postponement to the June 6, 2007 City Council meeting due to a medical condition. Given that information, COUNCILWOMAN TARKANIAN reconsidered her previous motion and abeyed the item. MR. SMITH was agreeable to the continuation.

MAYOR GOODMAN declared the Public Hearing closed.

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 2, 2007

DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for mitigation abatement of vacant or abandoned building and assess civil penalties located at 5412 Longridge Avenue. PROPERTY OWNER: FLORDELIZA P. CANLAS – (\$6,835 – General Fund) - Ward 1 (Tarkanian)

James Burke, Inc. completed work on February 6, 2007 at a cost of \$4,000.00; \$285.00 in reinspection fees (w/late fees); Civil Penalties of \$1,950.00 plus a 15% administrative processing fee, for a total of \$6,835.00.

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 Mitigation Abatement of Dangerous Building, Vacant or Abandoned Buildings and Civil Penalties, 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.

ASSOCIATED DAILY CIVIL PENALTIES (COUNCIL'S DISCRETION):

In addition, at the Council's discretion, the Council may impose daily civil penalties from November 3, 2006 to February 6, 2007 (95 days) in the amount of \$47,500.00.

Memorandum

City of Las Vegas Neighborhood Services Department

To: Beverly Bridges, Acting City Clerk
From: Devin S. Smith, Manager – Neighborhood Response Division
CC: File
Date: April 11, 2007
Re: Report of Expenses for the mitigation abatement of Vacant or Abandoned Building at 5412 Longridge Avenue - Ward 1 (Tarkanian)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Vacant or Abandoned Building," the Department of Neighborhood Services caused the above-referenced property to be corrected by removal of refuse, waste, trash, debris, litter and vegetation, landscape front yard, replace broken windows and install protective covering required. The abatement was completed by James Burke, Inc. on February 6, 2007 at a cost of \$4,000.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:		
Remove refuse/waste/trash/debris/litter		\$500.00
Vegetation removal		\$500.00
Protective covering required		\$1,500.00
Replace broken windows		\$500.00
Landscape (Front yard only)		\$1,000.00
AMOUNT DUE:		\$4,000.00
Administrative Processing Fee:		\$600.00
Sub-Total:		\$4,600.00
Reinspection Fees (w/late fees):		\$285.00
Civil Penalties:		\$1,950.00
TOTAL AMOUNT DUE:		\$6,835.00
Daily Civil Penalties (\$47,500.00 - 95 days)	(Not to exceed)	\$54,335.00
OWNER OF RECORD:	FLORDELIZA P. CANLAS	
PROPERTY ABATED:	5412 LONGRIDGE AVENUE	
ASSESSOR PARCEL:	163-01-510-027	
LEGAL DESCRIPTION:	CHARLESTON HGTS TRACT #34	
	PLAT BOOK 7 PAGE 87	
	LOT 14 BLOCK 2	

DSS:ed

JAMES BURKE, INC
4261 E. NAVAJO BLVD
PAHRUMP, NV 89061

DISCLOSURE OF PRINCIPALS

The principals and partners of James Burke, Inc. and all persons and entities holding more than a 1% interest in James Burke, Inc. or any principal of James Burke, Inc. are the following:

<u>Full Name</u>	<u>Business Address</u>	<u>Business Phone</u>
1. <u>PATRICIA JAMES</u>	<u>4261 E. NAVAJO BLVD, PAHRUMP NV</u>	<u>702-348-7033</u>
2. <u>FRANCIS JAMES</u>	<u>4261 E. NAVAJO BLVD, PAHRUMP NV</u>	<u>702-348-7033</u>
3. <u>ZAIN BURKE</u>	<u>6928 EUROPEAN ROBIN, N. LAS VEGAS NV</u>	<u>89084 - 645-1160</u>
4. <u>JAMIE BURKE</u>	<u>6928 EUROPEAN ROBIN, N. LAS VEGAS NV</u>	<u>89084 - 645-1160</u>
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.

James Burke, Inc.

BY: Patricia

Subscribed and sworn to before me
 This 12 day of February, 2007

Marsha E. Conrad
 Notary Public





LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
BRENDA J. WILLIAMS
INTERIM

DOUGLAS A. SELBY
CITY MANAGER

**NOTICE OF PUBLIC HEARING
MAY 2, 2007**

Pursuant to Title 9, Chapter 4 of the Las Vegas Municipal Code, NOTICE IS HEREBY GIVEN THAT ON **Wednesday, May 2, 2007 at 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 refuse, waste, trash, debris, litter and vegetation, landscape front yard, replace broken windows and install protective covering required on property located at **5412 LONGRIDGE AVENUE**, legally described as **CHARLESTON HGTS TRACT #34 PLAT BOOK 7 PAGE 87 LOT 14 BLOCK 2**. Owner of record at time of abatement: **FLORDELIZA P. CANLAS – WARD 1 (TARKANIAN)**

The Director of Neighborhood Services certifies in the report that the sum of \$6,835.00 was expended (\$4,000.00 for abatement by James Burke, Inc.; \$600.00 Administrative Processing Fee; \$285.00 Re-Inspection Fees (with Late Fees); and \$1,950.00 Civil Penalties).

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.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

**BEVERLY K. BRIDGES, CMC
ACTING CITY CLERK**

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DB 5412 Longridge Ave
 FLORDELIZA P. CANLAS
 4750 East Templeton Street #3209
 Los Angeles, CA 90032-2179

2. Article
 (Transit)

PS Form 3849, January 1999

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x *Flordeliza P. Canlas* ☐ Agent ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

FLORDELIZA CANLAS

D. Is delivery address different from item 1? ☐ Yes

YES, enter delivery address below: ☐ No

2007 MAY -8 A 11:34

3. Service Type

- ☐ Certified Mail ☐ Express Mail
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery (Enter Yes)

☐ Yes

02595-02-M-1540

Address: 5412 LONGRIDGE AVE

CITZ
DBPROJ

GARBAGE IN YARD AND POOL SMELLS.

Parcel(s)

Parcel:	Size:	Subdivision Name:
16301510027	0.14 ACRE	CHARLESTON HGTS TRACT #34

Owner Information:

10-Aug-02	03-Feb-05	ALLAN ROBERT C REVOCABLE LIV TR ALLAN ROBERT C TRS 5412 LONGRIDGE AVE; LAS VEGAS, NV 89146-1336
03-Feb-05	25-Aug-05	ALLAN ROBERT C REVOCABLE LIV TR ALLAN ROBERT C TRS 6525 BANNOCK WY; LAS VEGAS, NV 89107-3314
25-Aug-05		CANLAS FLODELIZA P 4760 E TEMPLETON ST #3209; LOS ANGELES, CA 90032-2179

Inspection Summary

Inspector:	Status:		Scheduled DT:	Start Dt:	Comp DT:	Min:
981876	Failed		7/12/2006	07/13/2006 9:13	07/13/2006 9:18	5
981876	Passed	Partial	7/25/2006	07/20/2006 13:06	07/20/2006 13:09	3
981876	Failed		7/31/2006	07/31/2006 10:05	07/31/2006 10:10	5
981876	Failed		8/4/2006	08/07/2006 12:09	08/07/2006 12:13	4
960066	Passed	Partial	8/15/2006	08/15/2006 14:05	08/15/2006 14:10	5
981876	Failed		8/23/2006	08/25/2006 10:16	08/25/2006 10:21	5
981876	Failed		9/1/2006	09/05/2006 8:24	09/05/2006 8:27	3
981876	Passed	Partial	9/12/2006	09/13/2006 10:25	09/13/2006 10:28	3
982400	Passed	Partial	9/27/2006	09/27/2006 12:42	09/27/2006 12:45	3
982400	Passed	Partial	10/3/2006	10/12/2006 14:00	10/12/2006 14:05	5
982400	Failed		11/2/2006	11/02/2006 10:34	11/02/2006 10:36	2
982400	Failed		11/14/2006	12/06/2006 10:00	12/06/2006 10:02	2
982400	Passed	Partial	1/16/2007	01/03/2007 14:38	01/03/2007 14:40	2
982400	Passed	Partial	1/16/2007	01/16/2007 11:11	01/16/2007 11:13	2
982400	Passed	Partial	1/30/2007	01/31/2007 13:55	01/31/2007 14:04	9
940274	Passed		2/15/2007	02/16/2007 9:03	02/16/2007 9:03	0
Time in Minutes:						58

Violation Details

Violation	Violation DT:	Resolve DT:	Location:
A-REFUSE/WST	7/12/2006	9/13/2006	PROPERTY
REMOVE ALL REFUSE AND WASTE			
A-POOL	7/12/2006	9/13/2006	REAR YARD
REMOVE STAGNANT WATER FROM POOL IN R/Y.			
A-MITIGATION	7/12/2006	2/16/2007	PROPERTY
SUBMIT A MITIGATION PLAN			

A-INTENT LTR 7/12/2006 2/16/2007 PROPERTY

SUBMIT A LETTER OF INTENT

A-BRDG CERT 7/12/2006 2/16/2007 PROPERTY

OBTAIN A BOARDING CERT

A-BLD DNGR 7/12/2006 2/16/2007 PROPERTY

SECURE STRUCTURE TO CLV SPECS

Log

<i>Type:</i>	<i>Date:</i>	<i>Employee:</i>	<i>Min:</i>
LETTER	4/16/2007 11:39:00 AM	ELIZABETH DOUGLAS	0
ED) Sent property owner Report of Expense letter and Memo via regular and certified mail.			
MISC	2/26/2007 9:05:00 AM	LAURA DEARMOND	0
SENT JAMES BURKE INC INVOICE \$4,000 TO FINANCE			
VIDPST	2/16/2007 9:01:00 AM	LAURA DEARMOND	0
PER 19 POST ABATEMENT VIDEO COMPLETED			
VIDREQ	2/7/2007 9:09:00 AM	LAURA DEARMOND	0
REC'D INVOICE FROM JAMES BURKE INC & SENT VIDEO REQUEST EMAIL TO 19 SINCE 16 IS OUT			
INSP	1/31/2007 1:55:00 PM	LYNN NIHIPALI	9
16)BARS HAVE BEEN REMOVED FROM FRONT AND REAR DOORS, AC HAS BEEN TAKEN APART, SOME HIGH WEEDS, WINDOWS STILL BROKE, UPSTAIRS WINDOW STILL OPEN, NO CONTACT FROM OWNER, CB 2-7			
VIDPRE	1/31/2007 1:55:00 PM	LYNN NIHIPALI	9
16)PRE MITIGATION VIDEO TAKEN, CB 2-7			
MISC	1/30/2007 7:34:00 AM	LAURA DEARMOND	0
CERT LETTER TO OWNER FLORDELIZA CANLAS RETURNED UNCLAIMED, ATTACHED LETTER TO FILE			
VIDREQ	1/26/2007 1:26:00 PM	LAURA DEARMOND	0
REC'D START DATE 2-1-07 SENT VIDEO REQUEST EMAIL TO 16			
BIDA	1/24/2007 11:35:00 AM	LAURA DEARMOND	0
AWARDED TO JAMES BURKE INC			
INSP	1/16/2007 11:11:00 AM	LYNN NIHIPALI	2
16)NOTHING HAS BEEN DONE, PROCEED WITH MITIGATION			
NOPOST	1/3/2007 2:38:00 PM	LYNN NIHIPALI	2
16)POSTED ON WALL BY FRONT DOOR, CB 1-16			
INSP	1/3/2007 2:38:00 PM	LYNN NIHIPALI	2
16)NO CHANGES			
NOTICE	1/2/2007 3:30:00 PM	LAURA DEARMOND	0
SENT 10 DAY NOTICE BEFORE MITIGATION TO OWNER FLORDELIZA CANLAS			
BIDR	12/29/2006 3:28:00 PM	LAURA DEARMOND	0
REC'D BIDS 1.JAMES BURKE INC \$4,500 2.C&W ENTERPRISES \$6,400			
BIDS	12/22/2006 12:27:00 PM	LAURA DEARMOND	0
FAXED BID TO CONTRACTORS, DUE BACK 12-28			
MISC	12/14/2006 10:45:00 AM	LYNN NIHIPALI	2
16)REVIEWED CASE WITH 24, WILL PROCEED WITH MITIGATION. CB 12/22			
INSP	12/6/2006 10:00:00 AM	LYNN NIHIPALI	2
16)TOOK PIX, TOP WINDOW HAS BEEN CLOSED, BUT FRONT WINDOWS HAVE NOT BEEN REPAIRED, WOULD LIKE TO PROCEED WITH MITIGATION, WILL REVIEW WITH 24 TO SEE IF LANDSCAPING SHOULD BE DONE. FAILED AND ASSESS FEES, CB 12-12			
PHONE	11/6/2006 1:29:00 PM	LYNN NIHIPALI	0
16)LEFT MESSAGE FOR LISA RATTNER TO SEE IF STILL AFFILIATED WITH ADDRESS. WILL REVIEW WITH PAM TO SEE NEXT STEP.			

INSP	11/2/2006 10:34:00 AM	LYNN NIHIPALI	2
16)WINDOWS NOT YET REPLACED, NO LETTER OF INTENT, HAVE NOT HEARD FROM OWNER, PIX, FEE, CONTACT OWNER, CB 11-06			
PHONE	10/18/2006 11:13:00 AM	LYNN NIHIPALI	0
16)SPOKE TO OWNER, FLODELIZA, SHE IS IN HOSPITAL IN LA, SHOULD BE OUT BY FRIDAY, WILL CONTACT HER MONDAY. CB 10-23			
INSP	10/12/2006 2:00:00 PM	LYNN NIHIPALI	5
16)TOOK NEW PIX, WINDOWS BROKE, NO LANDSCAPING.10-18 FOR MIT PLAN, TRY TO CONTACT OWNER. CB 10-18			
INSP	9/27/2006 12:42:00 PM	LYNN NIHIPALI	3
16)FRONT DOOR OPEN, BUT BEHIND THE LOCKED BARS, TWO WINDOWS BROKE IN FRONT BUT BEHIND BARS, NOTHING DONE TO YARD, REFER TO DEVIN FOR CITY MIT CB 10/3			
PHONE	9/14/2006 3:36:00 PM	KELLY OLIVERIUS	0
30)PHONED LISA RATLER, 335-6533, NO ANSWER, LEFT A VM FOR HER TO CALL.			
INSP	9/13/2006 10:25:00 AM	KELLY OLIVERIUS	3
30)SOME LANDSCAPING DONE. GARAGE STILL OPEN/ACCESS, OTHERWISE HOUSE IS SECURED. POOL DRAINED. YARDS CLEANED. PIX. LETTER IS DUE 09/18. CONTACT OWNER.			
MISC	9/12/2006	KARL VILLABLANCA	0
PER RRT POOL WAS ALREADY DRAINED			
EMAIL	9/11/2006 4:58:00 PM	KELLY OLIVERIUS	0
30)EMAILED VERIFICATION REQ TO LLOYD.			
INSP	9/5/2006 8:24:00 AM	KELLY OLIVERIUS	3
30)HOUSE STILL OPEN/ACCESS (GARAGE DOOR, WINDOWS, INT GARAGE DOOR). NO ACCESS TO R/Y. PIX. ASSESS FEE. PUT IN FOR ABATE. EMAIL LLOYD TO VERIFY POOL DRAINED.			
PHONE	8/29/2006 1:20:00 PM	KELLY OLIVERIUS	0
30)RETURNED A CALL TO LISA RATLER, 335-6533, NO ANSWER, LEFT A VM FOR HER TO CALL.			
PHONE	8/29/2006 1:19:00 PM	KELLY OLIVERIUS	0
30)PHONED TONY, 21, NO ANSWER, LEFT A VM FOR HIM TO CALL REGARDING THE DRAINING OF POOL.			
PHONE	8/28/2006 3:42:00 PM	SHIRLEY WARMOUTH	1
DRAINING OF POOL AT THIS TIME INTO THE GUTTER. NOTIFIED #21.			
EMAIL	8/25/2006 1:22:00 PM	KELLY OLIVERIUS	0
30)EMAILED LLOYD TO REQ POOL DRAINED. CB 09/01 TO VERIFY DRAINED.			
PHONE	8/25/2006 10:20:00 AM	KELLY OLIVERIUS	1
30)PHONED LISA RATLER, NO ANSWER, LEFT A VM FOR HER TO CALL.			
INSP	8/25/2006 10:16:00 AM	KELLY OLIVERIUS	5
30)R.W REMOVED FROM F/Y. GARAGE DOOR STILL OPEN. REAR WINDOW AND DOOR OPEN. STAG WATER IN POOL PIX. ASSESS FEE. EMAIL LLOYD TO REQ POOL DRAINED.			
INSP	8/15/2006 2:05:00 PM	KARL VILLABLANCA	5
21) CREW ON SITE-CLEANING, WILL DRAIN POOL, THEN SECURE. SPOKE TO LISA : TENANT ARE GONE. C/B 8/23 TO #30			
PHONE	8/10/2006 11:00:00 AM	ANTHONY GUARINO	5
21)SPOKE TO PROPERTY MGR LISA-THEY WILL HAVE A POOL COMP. DRAIN STAGNANT WATER,SECURE BUILDING. CB 8-15			
DIRECT	8/9/2006 4:31:00 PM	KELLY OLIVERIUS	0
30)PER DEVIN, HAVE TONY ATTEMPT CONTACT BEFORE ABATEMENT. IF NO CONTACT EMAIL RRT TO CUT LOCK AND DRAIN POOL PUT IN FOR ABATEMENT FOR OTHER VIOL.			
PHONE	8/9/2006 4:25:00 PM	KELLY OLIVERIUS	0
30)PHONED LISA RATLAS, AWARD REALTY, PER OWNER IS PROEPRTY MANAGER. 335-6533, NO ANSWER, LEFT HER TONY'S NUMBER.			
PHONE	8/9/2006 4:21:00 PM	KELLY OLIVERIUS	0
30)NUMBERS FROM LINDA:323-806-9498 AND 323-276-9498 AND 444-0404. SPOKE TO OWNER, FLODELIZA, SHE SAID SHE HAS A LOCAL PROEPRTY MANAGER, LISA RATLAS, 335-6533, AND TO CONTACT HER TO ABATE. INFORMED HER OF VIOL AND POSSIBLE ABATEMENT.			
PHONE	8/9/2006 4:20:00 PM	KELLY OLIVERIUS	0
30)PHONED LISA, AWARD REALTY, 335-0633, PER JOHN WITH RRT, NUMBER IS NOT A WORKING NUMBER.			

INSP	8/7/2006 12:09:00 PM	KELLY OLIVERIUS	4
30)HOUSE OPEN. R/W IN /FY. POOL FULL OF STAG WATER. PUT IN FOR ABATE. CONTACT OWNER.			
EMAIL	8/3/2006 4:47:00 PM	KELLY OLIVERIUS	1
30)EMAIL FROM LINDA, STATES NUMBER FOR FLORDELIZA CANLAS, 3309 SHALLOW POND DR, 323-806-9498. ALT # 323-276-9498, 444-0404.			
EMAIL	8/3/2006 2:09:00 PM	KELLY OLIVERIUS	0
30)EMAILED LINDA FOR A CONTACT NUMBER.			
EMAIL	8/3/2006 2:05:00 PM	KELLY OLIVERIUS	0
30)EMAIL REQ TO LLOYD FOR CHAIN TO BE CUT.			
DIRECT	8/3/2006 2:04:00 PM	KELLY OLIVERIUS	0
30)PER DEVIN, HAVE RRT CUT CHAIN TO HAVE ACCESS FOR EVAL OF R/Y. EMAIL LLOYD			
MISC	7/31/2006 2:20:00 PM	KATHY STEWART	0
Sent signed Certified Card from owner to Maria to file.			
INSP	7/31/2006 10:05:00 AM	KELLY OLIVERIUS	5
30)TRUCK ON D/W (BLK FORD PU). R/W IN F/Y REMAINS. BLDG STILL OPEN/ACCESS. NO ACCESS TO R/Y. UNABLE TO VERIFY IF POOL CLEAN. R/W VISIBLE IN R/Y. PIX. ASSESS FEE.			
RECORD	7/25/2006 2:32:00 PM	JESSICA LARRAMENDY	0
JL) Recorded N&O dated July 18, 2006 at Clark County. Book: 20060725 Inst: 04831			
NOPOST	7/20/2006 1:06:00 PM	KELLY OLIVERIUS	3
30)POSTED N&O, CB 07/31.			
DBPROJ	7/18/2006 1:23:00 PM	KATHY STEWART	0
MISC	7/18/2006 6:44:00 AM	KELLY OLIVERIUS	5
30)PROCESSED N&O, FORWARDED TO KATHY.			
RESEAR	7/18/2006 6:39:00 AM	KELLY OLIVERIUS	4
30)ACCESSED ASSESSOR FOR OWNER INFO. CHECKED WHITE PAGES, SEWER, AND HANSEN. NO NUMBER FOUND.			
INSP	7/13/2006 9:13:00 AM	KELLY OLIVERIUS	5
30)SFD, OPEN/ACCESS (GARAGE DOOR, F. WINDOWS). BOARDING MAY BE REQ. R/W IN F/Y (WOOD, APPLIANCES/TOOLS, BOXES, ECT.). NO ACCESS TO R/Y. PHOTOS FROM #29 SHOW STAGNANT POOL AND R/W IN R/Y. PROCESS N&O.			
INSP	7/12/2006 12:00:00 PM	KENNETH BEAMAN	10
29)HOUSE IS OPEN AND ACCESSIBLE;CONSTABLE CAME OUT AND SEALED BUT VAGRANTS BROKE WINDOWS AND DOORS.POOL IS GREEN IN THE REAR YARD.REFER CASE TO #30 FOR ABATEMENT ACTIONS.			

Time in minutes:

98

APN 163-01-510-027

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: FLORDELIZA P. CANLAS

Reputed Owner(s) at time of mitigation abatement.

Assessor's Parcel No.: 163-01-510-027
Commonly known as: 5412 LONGRIDGE AVENUE
Legal Description: CHARLESTON HGTS TRACT #34
PLAT BOOK 7 PAGE 87
LOT 14 BLOCK 2

On February 6, 2007, as provided in the Municipal Code, 16.31, the City of Las Vegas caused the mitigation abatement of a nuisance condition on the following property after due notification.

Expenses in the amount of \$6,835.00 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 May 2, 2007 ordered the above charges in the amount of \$6,835.00, 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.

BEVERLY K. BRIDGES, Acting City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, 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.

BEVERLY K. BRIDGES, Acting City Clerk

Subscribed and sworn to before me this ____ day of May, 2007

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
Case # - 44350

April 26, 2007

TO : OFFICE OF THE CITY CLERK
400 STEWART AVE
LAS VEGAS NEVADA 89101

RECEIVED
CITY CLERK

2007 APR 26 P 12:33

RE : PUBLIC HEARING SCHEDULED FOR MAY 2, 2007
CASE OF 5412 LONGRIDGE AVE L.V.
OWNER FLORDELIZA CANLAS

SIR :

I WOULD LIKE TO REQUEST FOR POSTPONEMENT OF PUBLIC HEARING SCHEDULED ON MAY 2, 2007. DUE TO MY MEDICAL CONDITION AND MEDICAL SCHEDULES I WOULD LIKE TO REQUEST THE HEARING TO BE HELD ON JUNE 6, 2007.

I TALKED TO AN OFFICER ABOUT THIS CASE AND WE AGREED THAT I HAVE TO PAY \$3,500.00 IF IN CASE I SOLD THE HOUSE BECAUSE I AM NOT IN A FINANCIAL POSITION TO PAY THE BILL. HE TOLD ME THAT THIS WILL BE A FIXED AMOUNT AND IT WILL NOT INCUR INTERESTS AND PENALTIES. I AM A SENIOR CITIZEN, JOBLESS, SICK, AND LIVING ON A FIXED INCOME. TO PAY THE MORTGAGE EVERY MONTH IS A BIG STRUGGLE CONSIDERING THAT THIS PROPERTY WAS VANDALIZED AND DOES NOT HAVE ANY INCOME.

THE CHARGES MENTIONED LIKE REMOVING REFUSE, TRASH, LANDSCAPE FRONT YARD IS INCORRECT BECAUSE THIS IS AN UNOCCUPIED PROPERTY. I HAVE NOT DONE ANY REPAIR ON THE PROPERTY BECAUSE I AM STILL WAITING FOR THE INSURANCE SETTLEMENT CLAIM. IT DOES NOT NECESSARILY FOLLOW THAT BECAUSE I DID NOT MAKE THE REPAIRS THAT I HAVE ABANDONED THE PROPERTY.

I HIRED SOMEBODY TO DO CLEAN-UPS TWICE A MONTH.

SINCERELY
FLORDELIZA P. CANLAS
FLORDELIZA P. CANLAS

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007**DEPARTMENT: NEIGHBORHOOD SERVICES****DIRECTOR: STEPHEN K. HARSIN**☐ Consent ☒ Discussion**SUBJECT:**

Public Hearing to consider the report of expenses to recover costs for partial mitigation abatement of vacant or abandoned building and assess civil penalties located at 804 Sunny Place.

PROPERTY OWNER: THOMAS & THERESA M. ALBANESE (\$14,544.50 – General Fund)

- Ward 5 (Williams)

Fiscal Impact☐**No Impact**☐**Augmentation Required**☒**Budget Funds Available****Amount:** \$14,544.50**Funding Source:** General Fund**Dept./Division:** Neighborhood Services/Response**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, the Department of Neighborhood Services hired C & W Enterprises to remove refuse, waste, trash, debris, vegetation and graffiti, paint exterior, repair roof, eaves and fascia board, conduct asbestos survey and board property not boarded to City of Las Vegas specifications. To date, there have been twenty four (24) inspections conducted at this location. The value of the property based on the sale date of November 1985 was \$78,200.

RECOMMENDATION:

That the City Council: 1. Approve the report of expenses in the amount of \$9,120 for work completed by C & W Enterprises, plus a 15% administrative processing fee of \$1,368, reinspection fees (including late fees) of \$256.50, civil penalties in the amount of \$3,800, for a total amount of \$14,544.50, and that the above charges be filed and recorded against the property, constituting a special assessment and lien, and 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

CITY COUNCIL MEETING OF: MAY 2, 2007

Motion made by BRENDA J. WILLIAMS to Approve and bring back an item to discuss demolition of the property.

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

MAYOR GOODMAN declared the Public Hearing open.

A video was shown but not submitted.

DEVIN SMITH, Manager of Neighborhood Response, indicated the condition of the property as a public hazard and 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, the Department of Neighborhood Services hired C & W Enterprises to remove refuse, waste, trash, debris, vegetation and graffiti, paint exterior, repair roof, eaves and fascia board, conduct asbestos survey and board property to City of Las Vegas specifications. Twenty-four inspections were conducted at this location. The value of the property based on the sale date in November 1985 was \$78,200. MR. SMITH recommended that the City Council approve the report of expenses in the amount of \$9,120 for work completed by C & W Enterprises, plus a 15 percent administrative processing fee of \$1,368, reinspection fees including late fees of \$256.50, civil penalties in the amount of \$3,800, totaling \$14,544.50 and that the above charges be filed and recorded against the property, constituting a special assessment and lien and authorize that the Notice and Lien of Assessment be duly recorded with the County Treasurer.

MR. SMITH indicated that the City Council could impose \$500 daily civil penalties from January 25, 2006 to December 6, 2006, for a total of 312 days in the amount of \$156,000.

MR. SMITH indicated that once the graffiti is removed, within days new graffiti appears. In addition, an assessment was conducted by an independent asbestos survey company, which found the presence of asbestos. Therefore, to ensure the safety and health of the community, the building was boarded. At this point, staff is not certain whether to move forward with the demolition of the building and expend those expenses in a facility where staff is uncertain if those fees can be recouped in a reasonable amount of time.

MAYOR GOODMAN verified with MR. SMITH that the City's choices are to leave the property as a blight and a magnet for graffiti or spend the money on the abatement and impose a lien of assessment on the property. MR. SMITH commented that the market value of the property, may not be justification for tearing down the property. MR. SMITH recommended that the asbestos be removed and have a demolition contractor demolish the building, thus eliminating the problem.

CITY COUNCIL MEETING OF: MAY 2, 2007

MAYOR GOODMAN asked the reason why asbestos is so harmful to the point that it has to be handled in a careful manner. MR. SMITH replied that the Environmental Protection Agency (EPA) determined that asbestos fibers can get into one's lungs causing asbestosis; the hardening of the lungs. Therefore, any time asbestos is present, a licensed asbestos contractor protects the building and the air entering and leaving the building, abates the asbestos, obtains a clean air sample to ensure no asbestos remnants are left before one can move forward with the demolition process. For this particular building, bids were received in the range of \$30,000 to \$50,000 for the asbestos removal only.

The property owner was not present.

COUNCILWOMAN TARKANIAN indicated that actor STEVE McQUEEN died from the asbestos disease as a result of having worked in a shipyard where asbestos was present.

COUNCILWOMAN WILLIAMS expressed concern about the vacant building because it is a nuisance. A strong message must be sent to absent landlords that deplorable conditions will not be tolerated in Ward 5. Not only is this a situation where the property is in deplorable conditions, but there is also an environmental problem. The property owner has continually ignored City's staff letters. She suggested demolishing the building. MR. SMITH indicated that five Certified letters were sent to the property owner and signed postcards verifying receipt were sent back to staff. MR. SMITH clarified that guidelines on the demolition of the buildings is a fifteen to one percent ratio if the building is a loss. If the building is less than fifteen to one percent salvageable, then staff will get the Building Department to sign off on the demolition.

SENIOR LITIGATION COUNSEL BILL HENRY advised the City Council that the item as agendaed does not permit the Council to vote that the building be demolished. The City Council could vote on the item as noted on the agenda, and staff could bring back a specific item at a later date.

COUNCILWOMAN TARKANIAN asked what liability would the City face if the building is not demolished and someone becomes ill. SENIOR LITIGATION COUNSEL HENRY replied the City would not be liable. MR. SMITH added that staff would notify the property owner regarding the City's intention to obtain bids on the cost of the demolition. Then 10 days prior to that actually happening, a 10-day notice will be sent notifying the property owner that the building will be demolished if a response is not received or the problem is not rectified. At that time, staff would move forward with the lien of assessment.

MAYOR GOODMAN declared the Public Hearing closed.

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 2, 2007

DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for partial mitigation abatement of vacant or abandoned building and assess civil penalties located at 804 Sunny Place. PROPERTY OWNER: THOMAS & THERESA M. ALBANESE – (\$14,544.50 – General Fund) - Ward 5 (Williams)

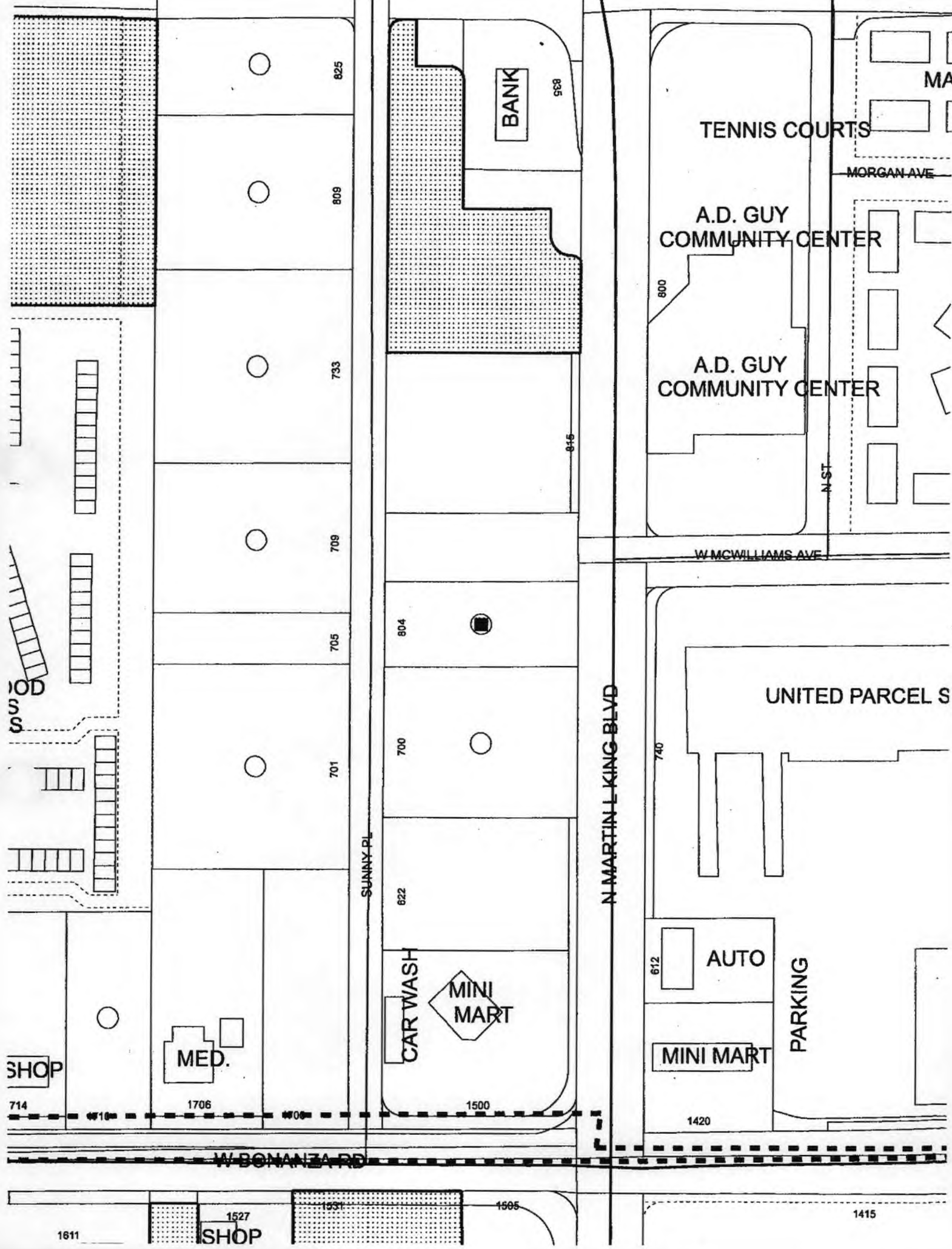
C & W Enterprises completed work on December 7, 2006 at a cost of \$9,120.00; \$256.50 in reinspection fees (w/late fees); Civil Penalties of \$3,800.00 plus a 15% administrative processing fee, for a total of \$14,544.50.

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 Mitigation Abatement of Dangerous Building, Vacant or Abandoned Buildings and Civil Penalties, 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.

ASSOCIATED DAILY CIVIL PENALTIES (COUNCIL'S DISCRETION):

In addition, at the Council's discretion, the Council may impose daily civil penalties from January 25, 2006 to December 7, 2006 (317 days) in the amount of \$173,044.50, with the exception of 5 days previously assessed--312 days in the amount of \$156,000.00. This brings total to \$170,544.50.



BANK

TENNIS COURTS

A.D. GUY
COMMUNITY CENTER

A.D. GUY
COMMUNITY CENTER

UNITED PARCEL S

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740

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845

714

1706

1611

ROAD

N MARTIN L KING BLVD

SUNNY PL

W BONANZA RD

W MCWILLIAMS AVE

MORGAN AVE

MA

Memorandum

City of Las Vegas Neighborhood Services Department

To: Beverly Bridges, Acting City Clerk
From: Devin S. Smith, Manager – Neighborhood Response Division
CC: File
Date: April 11, 2007
Re: Report of Expenses for the partial mitigation abatement of Vacant or Abandoned Building at 804 Sunny Place - Ward 5

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Vacant or Abandoned Building," the Department of Neighborhood Services caused the above-referenced property to be corrected by removal of refuse, waste, trash, debris, vegetation, and graffiti, painting exterior, repairing roof, eaves and fascia board, conducting an asbestos survey and boarding property not boarded to City of Las Vegas specifications. The partial mitigation abatement was completed by C & W Enterprises on December 7, 2006 at a cost of \$9,120.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:		
Exterior Paint		\$2,470.00
Repair evers		\$600.00
Repair Roof		\$1,200.00
Trash Removal		\$800.00
Vegetation Removal		\$800.00
Graffiti Removal		\$800.00
Repair Facia Board		\$800.00
Boarding Up Property		\$950.00
Asbestos Survey		\$700.00
AMOUNT DUE:		\$9,120.00
Administrative Processing Fee:		1,368.00
Sub-Total:		\$10,488.00
Reinspection Fees (w/late fees):		\$256.50
Civil Penalties:		\$3,800.00
TOTAL AMOUNT DUE:		\$14,544.50
Daily Civil Penalties (317 days @ 500/day = \$158,500.00) with the exception of 5 days previously assessed \$2,500 = \$156,000.00.	(Not to exceed)	\$170,544.50
OWNER OF RECORD:	THOMAS & THERESA M. ALBANESE	
PROPERTY ABATED:	804 SUNNY PLACE	
ASSESSOR PARCEL:	139-28-304-004	
LEGAL DESCRIPTION:	PT NE4 SW4 SEC 28 20 61	

DSS:ed

C & W Enterprises, Inc.
3160 S. Valley View Blvd, Suite 204
Las Vegas, NV 89102

Disclosure of Principals

The principals and partners of C & W Enterprises, Inc., and all persons and entities holding more than 1% interest in C & W Enterprises, Inc. or any principal of C & W Enterprises, Inc. are the following:

	Full Name	Business Address	Business Phone
1.	<u>TONY MORENO</u>	<u>3160 S. Valley View #204</u>	<u>732-8961</u>
2.	<u>JOSE MORENO</u>	<u>3160 S. Valley View #204</u>	<u>732-8961</u>
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.

C & W Enterprises, Inc.

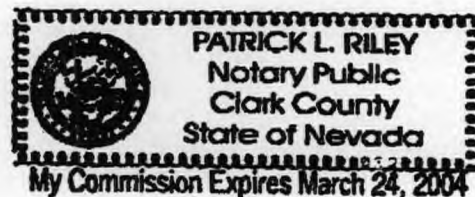
By:

Luis Moreno
Print Name

STATE OF NEVADA)
COUNTY OF CLARK)

Subscribed and sworn to before me, a Notary Public,
on this 17th day of AUGUST, 2000.

Patrick L. Riley
NOTARY PUBLIC in and for said
County and State





LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
BRENDA J. WILLIAMS
INTERIM

DOUGLAS A. SELBY
CITY MANAGER

**NOTICE OF PUBLIC HEARING
MAY 2, 2007**

Pursuant to Title 9, Chapter 4 of the Las Vegas Municipal Code, NOTICE IS HEREBY GIVEN THAT ON **Wednesday, May 2, 2007 at 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 refuse, waste, trash, debris, vegetation and graffiti, painting exterior, repairing roof, eaves and fascia board, conducting an asbestos survey and boarding property not boarded to City of Las Vegas specifications on property located at **804 SUNNY PLACE**, legally described as **PT NE4 SW4 SEC 28 20 61**. Owner of record at time of abatement: **THOMAS & THERESA M. ALBANESE – WARD 5 (WILLIAMS)**

The Director of Neighborhood Services certifies in the report that the sum of \$14,544.50 was expended (\$9,120.00 for abatement by C & W Enterprise; \$1,368.00 Administrative Processing Fee; \$256.50 Re-Inspection Fees (with Late Fees); and \$3,800.00 Civil Penalties).

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.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

**BEVERLY K. BRIDGES, CMC
ACTING CITY CLERK**

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature THE UPS STORE ☐ Agent X 840 S. Rancho Dr. #4 ☐ Addressee Las Vegas, NV 89106	
1. Article Addressed to: DB 804 Sunny Place Thomas & Theresa M. Albanese 840 South Rancho Drive, #4-331 Las Vegas, NV 89106		B. Received by (Printed Name) CITY CLERK C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
		3. Service Type ☐ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	
		4. Restricted Delivery? (Extra Fee) ☐ Yes	
2. Article Number (Transfer from service label)		7005 3110 0001 3041 0411	
PS Form 3811, February 2004		Domestic Return Receipt	
		102595-02-M-1540	

Address: 804 SUNNY PL

CLV
DBPROJ/254391

VACANT/BOARDED BLDG

Parcel(s)

Parcel:	Size:	Subdivision Name:
13928304004	0.53 ACRE	PT NE4 SW4 SEC 28 20 61

Owner Information:

10-Aug-02	24-Feb-05	ALBANESE THOMAS & THERESA M PO BOX 270489; LAS VEGAS, NV 89127-4489
24-Feb-05	12-May-05	ALBANESE THOMAS & THERESA M 804 SUNNY PL; LAS VEGAS, NV 89106-3633
12-May-05	19-May-05	ALBANESE THOMAS & THERESA M 840 S RANCHO DR #4-331; LAS VEGAS, NV 89106
19-May-05		ALBANESE THOMAS & THERESA M 840 S RANCHO DR #4-331; LAS VEGAS, NV 89106-3837

Inspection Summary

Inspector:	Status:		Scheduled DT:	Start Dt:	Comp DT:	Min:
940307	Failed		2/3/2005	02/01/2005 9:50	02/01/2005 9:55	5
940307	Passed	Partial	4/6/2005	04/06/2005 9:00	04/06/2005 9:10	10
940307	Passed	Partial	6/24/2005	06/24/2005 10:10	06/24/2005 10:15	5
940307	Passed	Partial	8/26/2005	08/12/2005 13:00	08/12/2005 13:10	10
981876	Passed	Partial	10/4/2005	10/04/2005 14:44	10/04/2005 14:53	9
981876	Passed	Partial	10/18/2005	10/10/2005 14:37	10/10/2005 14:41	4
981876	Failed		10/18/2005	10/18/2005 12:37	10/18/2005 12:42	5
981876	Passed	Partial	10/24/2005	10/24/2005 12:29	10/24/2005 12:32	3
981876	Passed	Partial	11/3/2005	11/04/2005 12:03	11/04/2005 12:09	6
981876	Failed		11/14/2005	11/14/2005 13:45	11/14/2005 13:51	6
981876	Passed	Partial	12/9/2005	12/02/2005 16:29	12/02/2005 16:32	3
981876	Failed		12/12/2005	12/15/2005 15:31	12/15/2005 15:36	5
981876	Failed		12/20/2005	12/21/2005 13:51	12/21/2005 13:56	5
981876	Passed	Partial	12/23/2005	01/09/2006 11:04	01/09/2006 11:07	3
981876	Passed	Partial	1/18/2006	01/18/2006 16:23	01/18/2006 16:30	7
981876	Failed		1/24/2006	01/24/2006 13:31	01/24/2006 13:36	5
981876	Failed		4/25/2006	04/27/2006 13:54	04/27/2006 14:01	7
981876	Failed		5/4/2006	06/27/2006 11:17	06/27/2006 11:20	3
981876	Failed		7/6/2006	07/10/2006 12:18	07/10/2006 12:21	3
981876	Failed		7/17/2006	07/17/2006 8:24	07/17/2006 8:27	3
981876	Passed	Partial	7/20/2006	07/24/2006 10:58	07/24/2006 11:02	4
981876	Passed	Partial	7/25/2006	08/04/2006 8:53	08/04/2006 8:56	3

981876	Failed		8/23/2006	08/23/2006 12:45	08/23/2006 12:50	5
970581	Passed	Partial	1/20/2007	01/30/2007 13:20	01/30/2007 13:25	5
870076	No Action		2/28/2007			

Time in Minutes: 124

Violation Details

Violation	Violation DT:	Resolve DT:	Location:
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A-BLD VACANT	10/4/2005		PROPERTY
SUBMIT A LETTER OF INTENT. OBTAIN A BOARDING CERTIFICATE.			

A-LITTER	10/4/2005		PROPERTY
REMOVE ALL LITTER FROM THE PROPERTY.			

A-REFUSE/WST	10/4/2005		PROPERTY
REMOVE ALL REFUSE AND WASTE FROM THE PROPERTY			

A-GRAFFITI	10/14/2005	11/14/2005	PROPERTY
REMOVE ALL GRAFFITI			

A-WEEDS	10/14/2005	11/14/2005	PROPERTY
REMOVE ALL HIGH WEEDS AND GRASS			

A-BLD DNGR	11/14/2005		PROPERTY
SECURE BLDG TO CLV SPECS			

A-BRDG CERT	11/14/2005		PROPERTY
OBTAIN A BOARDING CERT.			

A-INTENT LTR	11/14/2005		PROPERTY
SUBMIT A LETTER OF INTENT			

A-PERMIT REQ	11/14/2005		PROPERTY
OBTAIN A PERMIT FOR LAWFUL OCCUPANCY			

A-INTENT LTR	1/24/2006		
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A-MITIGATION	1/24/2006		
MITIGATION PLAN REQUIRED			

A-BRDG CERT	1/24/2006		
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A-PERMIT REQ	1/24/2006		
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A-BLD DNGR	1/24/2006		
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A-REFUSE/WST	1/24/2006		
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A-LITTER	1/24/2006		
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A-BLD VACANT	1/24/2006		
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Log

Type:	Date:	Employee:	Min:
MISC	3/7/2007 7:29:00 AM	TASHA DOWNTON	0

web complaint submitted on 3-6-07; see service request #254391: The house is vacant with graffiti painted on it and is no longer boarded up. This is leaving access for vagrants and other problems.

INSP	7/10/2006 12:18:00 PM	KELLY OLIVERIUS	3
30)GRAFFITI ON BLDG. LITTER, WEEDS. BOARDED. NO BOARD/MITIGATION. PIX. ASSESS FEES AND CIVIL PENALTIES. CB 07/17.SUBMITTED CIVIL PENALTY FORM TO 24, SECOND \$500. GOES TO DAILY NEXT INSP.			
INSP	6/27/2006 11:17:00 AM	KELLY OLIVERIUS	3
30)GRAFFITI, LITTER ON PROPERTY. R/W (VAG DEBRIS). PIX. ASSESS FEE AND FIRST \$500 CIVIL PENALTY. SUBMITTED FORM TO 24. CB 07/06			
BIDR	6/27/2006 7:00:00 AM	KATHY STEWART	0
Mitigation Proposal received from C.H. Construction - \$39,660 (Proposal forward to Devin Smith for review)			
DIRECT	6/23/2006 4:26:00 PM	KELLY OLIVERIUS	0
30)PER DEVIN, RESUME INSPECTIONS.			
CIVPEN	5/23/2006 12:49:00 PM	JESSICA LARRAMENDY	0
JL) Processed \$300.00 civil penalty request. Forwarded to Finance - Invoice #25645HN312101			
RECORD	5/23/2006 9:53:00 AM	JESSICA LARRAMENDY	0
JL) Recorded lien in the amount of \$2,040.25 at Clark County, Book:20060523 Inst 02476.			
MEET	5/17/2006 1:00:00 AM	KELLY OLIVERIUS	630
30)MET WITH DEVIN, PAM, AND CONTRACTORS TO EVALUATE PROPERTY FOR CITY MITIGATION.			
PHONE	5/3/2006 8:04:00 AM	KELLY OLIVERIUS	0
30)PHONED OWNER, NO ANSWER, LEFT A VM FOR HER TO CALL.			
RESEAR	5/3/2006 8:03:00 AM	KELLY OLIVERIUS	0
30)CHECKED ASSESSOR, NO CHANGE IN OWNERSHIP.			
INSP	4/27/2006 1:54:00 PM	KELLY OLIVERIUS	7
30)R/W. REMOVE OLD FENCING, POSTS, ROCK PILE, DEAD VEGE AND TREES, OLD CARPORT COLUMNS, ECT. REMOVE OR REPAIR FRONT FENCING. PIX. ASSESS FEE. CONTACT OWNER. REFER TO DEVIN.SUBMITTED CIVIL PENALTY FORM TO 24, FIRST AND SECOND, \$150 AND \$300			
INSP	4/27/2006 1:54:00 PM	KELLY OLIVERIUS	7
30)NO ACTIVITY. STILL BOARDED/SECURE. GRAFFITI ON N. AND REAR OF BLDG. REQ FOR CITY MIT:LANDSCAPE ALL YARDS. EXT PAINTING, REPAIR EAVES. REPLACE ROOF COVERING. ALL WINDOWS, DOORS BOARDED, DAMAGE UNK. PROTECTIVE COVERING REQ. REMOVE LITTER, WEEDS, GRAFFIT			
NTCPH	4/7/2006 10:38:00 AM	JESSICA LARRAMENDY	0
26) Posted public hearing notice on property.			
MEET	4/6/2006 3:28:00 PM	KELLY OLIVERIUS	0
30)met with owner at office, theresa albanese, explained n&o to her again, the abatement that occurred and why,told her past due on letter/board/mitigation. she said she would try to turn in next week. she did not know what she wants to do with property.			
MISC	3/21/2006 8:46:00 AM	JESSICA LARRAMENDY	0
JL) Rec'd green cert card back - stamped The UPS Store - 840 S. Rancho Dr. #4 (3/16/06).			
MEET	3/15/2006 10:08:00 AM	JESSICA LARRAMENDY	0
JL) Scheduled to go before Council on April 19, 2006.			
LETTER	3/15/2006 10:07:00 AM	JESSICA LARRAMENDY	0
JL) Report of expense ltr and memo mailed to property owner both certified and regular mail.			
MISC	3/14/2006 9:24:00 AM	KATHY STEWART	0
Sent invoice (\$1,125) from Weaver Construction to Finance for payment; gave file to Jessica Laramendy for Council.			
MISC	3/13/2006 1:30:00 PM	KATHY STEWART	0
Received invoice (\$1,125) from Weaver Construction for completion of abatement.			
VIDPST	3/3/2006 2:07:00 PM	KELLY OLIVERIUS	8
30)FILMED POST ABATE VIDEO. PORPERTY NOW SECURE, NO GRAFFITI, LITTER, HIGH WEEDS REMOVED.			
PHONE	3/3/2006 1:37:00 PM	KELLY OLIVERIUS	2
30)RECIEVED A CALL FROM PHYLLIS, SHE REQ POST VIDEOE SHOT DUE TO HIGH WINDS, ABATE COMPLETE.			
PHONE	3/3/2006 8:08:00 AM	KELLY OLIVERIUS	1
30)PHONED PHYLLIS, INFORMED HER VIDEOE WAS SHOT.			
VIDPRE	3/3/2006 7:56:00 AM	KELLY OLIVERIUS	12
30)filmed pre abatement video. window open s. side of bldg. some litter, weeds.			

EMAIL	9/18/2006 7:52:00 AM	KATHY STEWART	0
Emailed #30 to see if C&W Enterprises called her with a start date for abatement of the property.			
BIDA	8/31/2006 9:53:00 AM	KATHY STEWART	0
Faxed Award letter to C&W Enterprises. Contractor has five days to call/fax our office with a start date for abatement.			
DIRECT	8/31/2006 9:51:00 AM	KATHY STEWART	0
Per Devin Smith, Award to low bidder, C&W Enterprises.			
EMAIL	8/29/2006 11:23:00 AM	KATHY STEWART	0
Emailed Devin Smith & Pam Hines, to approve to Proceed with Abatement, AWARD to low bidder, C&W Enterprises.			
PHONE	8/28/2006 9:14:00 AM	KATHY STEWART	0
Received phone call graffiti on house; e-mailed RRT to abate.			
RESEAR	8/24/2006 1:19:00 PM	KELLY OLIVERIUS	0
30)CHECKED ASSESSOR, NO CHANGE IN OWNERSHIP.			
PHONE	8/24/2006 1:17:00 PM	KELLY OLIVERIUS	0
30)PHONED OWNER, NO ANSWER, LEFT A VM FOR THEM TO CALL.			
INSP	8/23/2006 12:45:00 PM	KELLY OLIVERIUS	5
30)GRAFFITI PAINTED OVER. NO OTHER CHANGE AT PROPERTY. PIX. ASSESS FEE. PUT IN FOR CONT ABATEMENT. CONTACT OWNER.			
PHONE	8/10/2006 8:22:00 AM	PAMELA HINES	0
24)COMPLAINANT MEACON JACKSON CALLED IN ABOUT THE GRAFFITI ON THIS VACANT STRUCTURE. WILL ASK RRT TO ABATE SINCE WE KNOW THE OWNER IS NEVER GOING TO RESPOND. MEACON'S # IS 234-3979			
MISC	8/9/2006 2:24:00 PM	KATHY STEWART	0
Sent signed Certified Card from owner to Maria to file.			
PSTMIT	8/4/2006 8:53:00 AM	KELLY OLIVERIUS	3
30)POSTED NOTICE OF MITIGATION. CB 08/23 DUE TO VACATION PER 24.			
NOTICE	8/3/2006 1:03:00 PM	KATHY STEWART	0
Sent Ten (10) Day Notice Before Mitigation letter to owner. POST: 8/4. C/B: 8/14. Sent file to #30.			
DIRECT	8/3/2006 8:56:00 AM	KATHY STEWART	0
Per Devin Smith, Send 10 Day Notice Before Mitigation letter to owner.			
EMAIL	8/2/2006 7:32:00 AM	KATHY STEWART	0
Emailed Devin Smith for approval to proceed with abatement; send 10 Day Notice Before Abatement letter.			
BIDR	8/2/2006 7:00:00 AM	KATHY STEWART	0
Received Mitigation Bid from contractors (1) C&W Enterprises - \$11,600; (2) Graeagle Construction - \$49,122.79 NOTE: LATE BID received from C.H. Construction - \$22,150			
BIDS	7/25/2006 1:47:00 PM	KATHY STEWART	0
Faxed Invitation to Bid-Mitigation to contractors. Bid due by COB, Tuesday, 8/1/06.			
INSP	7/24/2006 10:58:00 AM	KELLY OLIVERIUS	4
30)EVALUATED PROPERTY FOR CITY MITIGATION. SUBMITTED FILE TO KATHY FOR BIDS.			
PHONE	7/19/2006 2:40:00 PM	KELLY OLIVERIUS	0
30)PHONED OWNER, NO ANSWER, LEFT A VM FOR THEM TO CALL.			
RESEAR	7/19/2006 2:39:00 PM	KELLY OLIVERIUS	0
30)CHECKED ASSESSOR, NO CHANGE IN OWNERSHIP.			
INSP	7/17/2006 8:24:00 AM	KELLY OLIVERIUS	3
30)VIOL. REMAIN (GRAFFITI, WEEDS, LITTER, R/W). NO BOARD/LETTER/MITIGATION RECIEVED. PUT IN FOR ABATE/CITY MITIGATION. ASSESS FEE AND CIVIL PENALTY. CB 07/20 TO DEVIN.			
CIVPEN	7/14/2006 1:45:00 PM	JESSICA LARRAMENDY	0
JL) Processed civil penalty fee of \$500.00. Forwarded to Finance - Invoice #25645HN-336017			
PHONE	7/14/2006 11:51:00 AM	KELLY OLIVERIUS	0
30)PHONED OWNER, 638-1800 X2128, NO ANSWER, LEFT A VM FOR THEM TO CALL.			
CIVPEN	7/14/2006 9:56:00 AM	JESSICA LARRAMENDY	0
JL) Processed civil penalty fee of \$500.00. Forwarded to Finance - Invoice #25645HN-335624			

MISC	2/13/2007 2:23:00 PM	LAURA DEARMOND	0
GAVE FILE TO PAM			
MISC	2/7/2007 9:23:00 AM	LAURA DEARMOND	0
SENT C&W INVOICE #20452 \$700.00 & INVOICE #20473 \$950.00 & INVOICE #20364 \$7,470.00 TO FINANCE			
VIDPST	1/24/2007 11:00:00 AM	LYNN NIHIPALI	15
16)POST ABATEMENT FOR C&W DONE.			
INSP	1/24/2007 11:00:00 AM	LYNN NIHIPALI	15
16)NOTHING HAS CHANGED, TWO WINDOWS OPEN, CB 2-9			
NTCABT	1/20/2007 1:20:00 PM	ROBERT KAEMPFER	5
26) Issued 10 day N&O to Theresa @ Budget Suites @ 2219 N Rancho, cb 1-30,			
NOTICE	1/18/2007 8:45:00 AM	LAURA DEARMOND	0
SENT 10 DAY NOTICE BEFORE ABATEMENT TO OWNERS THOMAS AND THERESA M. ALBANESE			
BIDR	1/18/2007 7:27:00 AM	LAURA DEARMOND	0
REC'D BID FROM WEAVER \$46,290 W/NOTE BACK FILL CRAWL SPACE-ADD \$4,800			
BIDR	1/17/2007 3:39:00 PM	LAURA DEARMOND	0
REC'D BIDS 1.ADS CONSTRUCTION \$23,970 2.JAMES BURKE INC \$24,500 3.C.H. CONSTRUCTION \$34,949			
MISC	1/17/2007 7:24:00 AM	LAURA DEARMOND	0
SENT CAMAIR INVOICE \$700.00 TO FINANCE			
BIDS	1/8/2007 3:03:00 PM	LAURA DEARMOND	0
FAXED DEMO BID TO CONTRACTORS, DUE BACK 1-16			
RECORD	1/4/2007 10:51:00 AM	JESSICA LARRAMENDY	0
JL) Record N&O dated December 21, 2006 at Clark County. Book: 20070104 Inst: 02962			
MISC	1/4/2007 10:22:00 AM	LAURA DEARMOND	0
REC'D CERT CARD FROM OWNERS & ATTACHED CARD TO FILE			
MISC	1/2/2007 1:32:00 PM	LAURA DEARMOND	0
CANCELED BID REQUEST			
BIDS	12/28/2006 1:26:00 PM	LAURA DEARMOND	0
FAXED DEMO BID TO CONTRACTORS, DUE BACK 1-4			
NOTICE	12/21/2006 10:04:00 AM	LAURA DEARMOND	0
SENT 10 DAY N&O TO ABATE DANGEROUS BUILDING/DEMOLITION TO OWNERS THOMAS & THERESA ALBANESE			
CONTCT	12/7/2006 9:29:00 AM	PAMELA HINES	9
CONT)LEARNED OF ASBESTOS TODAY. FIRE DEPT REPORT REQUESTED- CALLS FOR SERVICE.CHECK TO SEE IF GREGG CAN INSPECT (PROBABLY NOT DUE TO ASBESTOS HAZARD) FOR STRUCTURAL DAMAGE, POSSIBLE DEMO. JACK TO FAX ITEM REPORT FOR WRK PERFORMED SO FAR.			
CONTCT	12/7/2006 9:29:00 AM	PAMELA HINES	4
24)OWNER ALBANESE'S PH# PER LYNN- 638-1800 RM#2128. JACK @ C&W TO CALL HER- REQUEST TO PURCHASE PROP. JACK FAXED REPORT TO DSS 11/18 - ASBESTOS REMOVAL COST \$13,000.C&W HAS PERFORMED APPROX \$7,000 WORK BEFORE I TOLD THEM TO STOP BECAUSE OF THE ASBESTOS.			
DIRECT	10/18/2006 5:22:00 PM	KATHY STEWART	0
Per Devin Smith; approved bid change (\$11,600 to \$14,100) from C&W Enterprises.			
FAX	10/18/2006 1:22:00 PM	KATHY STEWART	0
Received fax from Jack with C&W Enterprises stating that he spoke with Devin Smith regarding adjusting bid from \$11,600 to \$14,100 due to the change in rock landscape (from \$2,000 to \$4,500). E-mailed Devin Smith this information.			
PHONE	9/26/2006 4:08:00 PM	LYNN NIHIPALI	0
16)PER 24, SPOKE WITH JACK AT C&W, IS WAITING FOR THE OUTCOME OF 629 W MCWILLIAMS BEFORE STARTING SUNNY PL. WANTS TO MAKE SURE THE WINDOW COVERINGS ARE UP TO SPECS.			
FAX	9/18/2006 8:03:00 AM	KATHY STEWART	0
Faxed Jack, C&W Enterprises to call/fax #30 a start date.			
EMAIL	9/18/2006 7:54:00 AM	KATHY STEWART	0
Per #30, no start date given from C&W Enterprises.			

PHONE	3/3/2006 7:29:00 AM	KELLY OLIVERIUS	0
30)RECIEVED A CALL FROM PHLLIS, WEAVER CONST, SHE REQ VIDEO SO JOB COULD BE DONE TODAY.			
PHONE	3/3/2006 6:38:00 AM	KELLY OLIVERIUS	1
30)RECIEVED A CALL FROM PHYLLIS, SHE REQ VIDEO FOR ABATE DUE TO OPENING IN HER SCHEDULE TO ABATE.			
CIVPEN	2/1/2006 3:23:00 PM	JESSICA LARRAMENDY	0
JL) Entered in Hansen for manual billing for civil penalty fee of \$150.00 - Invoice 25645HN-260547			
BIDA	1/31/2006 9:19:00 AM	LAURA DEARMOND	0
BID AWARDED TO WEAVER CONSTRUCTION			
RESEAR	1/26/2006 7:46:00 AM	KELLY OLIVERIUS	3
30)CHECKED ASSESSOR FOR OWNERSHIP CHANGE, NO CHANGE.			
MISC	1/26/2006 7:46:00 AM	KELLY OLIVERIUS	0
30)NO RESPONSE FROM OWNER. PUT IN FOR ABATEMENT. REFER TO 24, CB 01/27.			
PHONE	1/25/2006 8:47:00 AM	KELLY OLIVERIUS	0
30)PHONED THERESA AT BOTH NUMBERS, NO ANSWER AT EITHER, LEFT A VM ON BOTH FOR HER TO CALL.			
INSP	1/24/2006 1:31:00 PM	KELLY OLIVERIUS	5
30)graffiti painted over. board on window, not secure. will contact owner.			
INSP	1/18/2006 4:23:00 PM	KELLY OLIVERIUS	7
30)THERESA WAS ONSITE PAINTING. REPAIRMAN TO DO WINDOW TOMORROW. SHOWED HIM HOW TO BAORD. GIVE UNTIL 01/20 TO COMPLY.			
PHONE	1/12/2006 3:01:00 PM	KELLY OLIVERIUS	0
30)RECIEVED A CALL FROM THERESA, EXPLAINED STATUS OF CASE AND ABATMENT. TOLD HER CB DATE. SHE SAID SHE WOULD BE IN COMPLIANCE.REMINDED HER OF DATE FOR LETTER AND BOARD CERT.alt #893-2524			
MISC	1/11/2006 2:29:00 PM	KATHY STEWART	0
Sent signed Certified Card from owner to #30 to file.			
NTCABT	1/9/2006 11:04:00 AM	KELLY OLIVERIUS	3
30)POSTED TEN DAY NOTICE TO ABATE. CB 01/18.			
NOTICE	1/5/2006 8:43:00 AM	KATHY STEWART	0
Sent Ten (10) Day Notice Before Abatement letter to owner. POST: 1/6. C/B: 1/17. Sent file to #30.			
BIDR	1/5/2006 8:00:00 AM	KATHY STEWART	0
Received bids from contractors (1) Weaver Construction-\$1,475; (2) C.H. Construction-\$2,249.			
BIDS	12/29/2005 3:00:00 PM	KATHY STEWART	0
Faxed Invitation to Bid to contractors. Bid due by COB, Wednesday, 1/4/06.			
MISC	12/28/2005 1:31:00 PM	VICKI OZUNA	0
19) Proceed to abatement. File refered to office.			
RESEAR	12/22/2005 9:13:00 AM	KELLY OLIVERIUS	0
30)CHECKED ASSESSOR FOR OWNERSHIP CHANGE, NO CHANGE.			
MISC	12/22/2005 9:10:00 AM	KELLY OLIVERIUS	0
30)SUBMITTED CIVIL PENALTY FEE FORM TO JESSICA.			
REFER	12/22/2005 9:05:00 AM	KELLY OLIVERIUS	0
30)REFFERED CASE TO 24.			
PHONE	12/22/2005 9:03:00 AM	KELLY OLIVERIUS	0
30)phoned owner, 638-1800, x2128, no answer, left a vm for them to call.			
INSP	12/21/2005 1:51:00 PM	KELLY OLIVERIUS	5
30)no change since last insp. house still open/access. r/w on property (vagrant debris, ect.). litter. graffiti. pix. put in for cont. abatment.ASSESS FEE AND CIVIL PENALTIES.			
PHONE	12/16/2005 8:51:00 AM	KELLY OLIVERIUS	0
30)PHONED THERESA, NO ANSWER, LEFT A VM FOR HER TO CALL.			
INSP	12/15/2005 3:31:00 PM	KELLY OLIVERIUS	5
30)HOUSE STILL OPEN/ACCESS. GRAFFITI ON HOUSE (ROOF AND N SIDE). R/W REMAINS (VAGRANT DEBRIS). REAR GATE OPEN, EVIDENCE OF VAGRANT WARMING FIRES. PIX. WILL CONTACT OWNER. ASSESS FEE. CB 12/20.			

RECORD	12/9/2005 7:54:00 AM	JESSICA LARRAMENDY	0
JL) Recorded N&O dated December 1, 2005 at Clark County. Book: 20051209 Inst: 02731			
MISC	12/5/2005 11:28:00 AM	KATHY STEWART	0
Sent signed Certified Card from owner to #30 to file.			
NOPOST	12/2/2005 4:29:00 PM	KELLY OLIVERIUS	3
30)POSTED N&O. CB 12/12			
DBPROJ	12/1/2005 8:44:00 AM	KATHY STEWART	0
PHONE	11/16/2005 7:20:00 AM	KELLY OLIVERIUS	0
30)PHONED THERESA, NO ANSWER, LEFT A VM FOR HER TO CALL.			
DIRECT	11/16/2005 7:17:00 AM	KELLY OLIVERIUS	0
30)PER 24 PROCESS NEW N&O DUE TO FORMAT CHANGE.			
MISC	11/16/2005 7:16:00 AM	KELLY OLIVERIUS	0
30)PROCESSED NEW N&O, FORWARDED TO 24 FOR REVIEW.			
RESEAR	11/16/2005 7:15:00 AM	KELLY OLIVERIUS	1
30)CHECKED COUNTY ASSESSOR FOR OWNERSHIP CHANGE, NO CHANGE.			
INSP	11/14/2005 1:45:00 PM	KELLY OLIVERIUS	6
30)BOARD STILL UNSECURED ON S. SIDE OF BLDG. VAG. DEBRIS REMAINS ON BACK PORCH. LITTER ALONG FENCE LINE. SFD, PERMIT REQ. FOR OCC. PROCESS NEW N&O.			
PHONE	11/7/2005 9:07:00 AM	KELLY OLIVERIUS	0
30)PHONED OWNERS, SPOKE TO THERESA, EXPLAINED ALL VIOL. TO HER. SHE REQUESTED AN EXTENSION UNTIL MON.TOLD HER TO HAVE WINDOW SECURED TODAY. SHE SAID SHE WOULD HAVE HER MAINT MAN DO WINDOW TODAY. CB 11/14.			
INSP	11/4/2005 12:03:00 PM	KELLY OLIVERIUS	6
30)LITTER REMAINS. VAGRANT DEBRIS REMOVED. NEW VAGRANT BED IN FENCED AREA AT REAR OF HOUSE. WINDO ON S. SIDE OF HOUSE LOOSENED (BOARD). PIX. WILL CONTACT OWNER. CB 11/11.			
INSP	10/24/2005 12:29:00 PM	KELLY OLIVERIUS	3
30)GRAFFITI IS PAINTED OVER. WEEDS CUT. MOST RW REMOVED. SOME NEW VAGRANT STUFF ON FRONT PORCH. PIX. CB 11/03 TO CHECK STATUS.			
PHONE	10/20/2005 3:17:00 PM	KELLY OLIVERIUS	0
30)RECIEVED A CALL FROM OWNER THERESA, 638-1800 EXT 2128, EXPLAINED ALL VIOL. AND FEES ASSESSED SO FAR. EXPLAINED LETTER OF INTENT AND BOARDING CERT. TOLD HER CB DATE AND SAID SHE NEEDED MAJOR IMPROVEMENT BY MON.			
RECORD	10/19/2005 11:56:00 AM	JESSICA LARRAMENDY	0
JL) Recorded N&O dated October 6, 2005 at Clark County. Book: 20051019 Inst: 02666			
PHONE	10/19/2005 9:19:00 AM	KELLY OLIVERIUS	0
30)PHONED BUDGET SUITES, NO ANSWER, NO MESSAGE.			
INSP	10/18/2005 12:37:00 PM	KELLY OLIVERIUS	5
30)ALL VIOL. REMAIN, NO CHANGE. PIX. ASSESS \$75 FEE. CB 10/24. WILL ATTEMPT TO CONTACT OWNER AGAIN. PIX.			
MISC	10/17/2005 4:53:00 PM	LAURA DEARMOND	0
REC'D CERT CARD FROM OWNER & SENT CARD TO C/E OFFICE			
NOPOST	10/10/2005 2:37:00 PM	KELLY OLIVERIUS	4
30)VIOL. REMAIN. POSTED N&O. CB 10/18			
NOTICE	10/6/2005 4:49:00 PM	LAURA DEARMOND	0
SENT VACANT BLDG N&O TO OWNER			
MISC	10/5/2005 7:03:00 AM	KELLY OLIVERIUS	5
30)PROCESSED N&O, FORWARDED TO 24 FOR REVIEW.			
PHONE	10/5/2005 6:59:00 AM	KELLY OLIVERIUS	0
30)PHONED NUMBER FOUND IN SEWER SCREEN FOR OWNERS, 638-1800 X1071, BUDGET SUITES, THEY WERE NOT AT THIS EXTENSION. PHONED THE OFFICE. THE LADY WHO ANSWERED SAID THEY WERE AT ANOTHER EXTENSION. NO ANSWER, LEFT A MESSAGE FOR THEM TO CALL.			

RESEAR	10/5/2005 6:48:00 AM	KELLY OLIVERIUS	11
30)ACCESSED COUNTY SITE FOR ASSESSOR INFO. CHECKED OLD HANSEN CASES, WHITE PAGES, AND SEWER SCREEN FOR CONTACT INFO.			
INSP	10/4/2005 2:44:00 PM	KELLY OLIVERIUS	9
30)BLDG IS SECURE. 3 VAGRANTS ON PORCH AT FRONT OF HOUSE. TOLD THEM TO LEAVE AND THEY DID. LITTER ALL OVER PROPERTY. GRAFFITI ON BUILDING. R/W IN ALL YARDS (VAGRANT BELONGINGS, BOXES, ECT.). SOME HIGH WEEDS. PIX. PROCESS N&O.			
EMAIL	10/4/2005 1:00:00 PM	KELLY OLIVERIUS	1
30)RECIEVED AN EMAIL FROM 24 REQUESTING AN INSPECTION OF THIS PROPERTY DUE TO VAGRANT ACTIVITY.			
PHONE	10/4/2005 11:44:00 AM	LAURA DEARMOND	0
REC'D COMPLAINT FROM RICKY BARLOW, VAGRANTS INSIDE THIS BUILDING, SENT EMAIL TO 24			
INSP	8/12/2005 1:00:00 PM	DRAKE CHERRY	10
31) PROPERTY CLEAN, APPEARS SECURE CB 11-9			
INSP	6/24/2005 10:10:00 AM	DRAKE CHERRY	5
31) Weeds abated by RR, no signs of vagrant activity, pending procedure, CB 8-26-04			
RESEAR	4/8/2005 7:56:00 AM	DRAKE CHERRY	6
31) CK NAME SEACH, 2 PROPERTIES,THIS VACANT BLD SHOWN AS MAILING ADD. WHITE PAGES.COM,1 T ALBANESE, 775-825-9241, PREVIOUS CASE INDICATED THE OWNERS WERE LIVING AT THE BUDGET SUITES RM 1071, PH 638-1800			
INSP	4/6/2005 9:00:00 AM	DRAKE CHERRY	10
31) PIX, WEEDS, VAGRANT LIVING UNDER REAR PORCH, RESEARCH REQUIRED			
MISC	4/6/2005 8:13:00 AM	DRAKE CHERRY	2
31) OPEN CASE FOR WEEDS, ETC, N&O SENT #26773, WILL NOT PERSUE ON THIS CASE, RECALL 60 DAYS PENDING MITIGATION PROCEDURE, PP, CB 6-24			
INSP	2/1/2005 9:50:00 AM	DRAKE CHERRY	5
31) STILL BOARDED, APPEARS SECURE, MITIGATON PLAN REQUIRED			

Time in minutes:

857

APN 139-28-304-004

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **THOMAS & THERESA M. ALBANESE**
Reputed Owner(s) at time of partial mitigation abatement.

Assessor's Parcel No.: 139-28-304-004
Commonly known as: 804 Sunny Place
Legal Description: PT NE4 SW4 SEC 28-20-61

On **December 7, 2006**, as provided in the Municipal Code, 16.31, the City of Las Vegas caused the partial mitigation abatement of a nuisance condition on the following property after due notification.

Expenses in the amount of **\$14,544.50** 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 **May 2, 2007** ordered the above charges in the amount of **\$14,544.50**, 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.

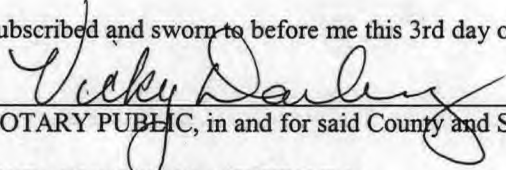

BEVERLY K. BRIDGES, Acting City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

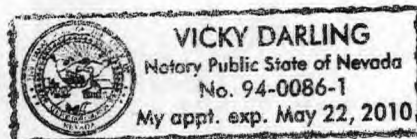
STATE OF NEVADA)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, 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.


BEVERLY K. BRIDGES, Acting City Clerk

Subscribed and sworn to before me this 3rd day of May, 2007


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
Case # - 25645

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES**DIRECTOR: STEPHEN K. HARSIN**☐ Consent ☒ Discussion**SUBJECT:**

Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 6608 Hartman Street. PROPERTY OWNER: JACKIE M. AGUILAR & MARIA C. BRADY (\$3,220 – General Fund) - Ward 6 (Ross)

Fiscal Impact☐

No Impact

☐

Augmentation Required

☒

Budget Funds Available

Amount: \$3,220**Funding Source:** General Fund**Dept./Division:** Neighborhood Services/Response**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, the Department of Neighborhood Services hired C & W Enterprise to remove refuse, waste, trash, debris (including all shopping carts, wood, insulation, & miscellaneous junk), vegetation, (dead, dry & overgrown), tree limbs and an abandoned Nissan Sentra, post No Vehicles, No Dumping and No Trespassing signs and secure doors/windows and openings that are open/accessible or openings not boarded to City of Las Vegas specifications. To date, there have been thirteen (13) inspections conducted at this location. The value of the property based on the sale date of November 2006 was \$88,000.

RECOMMENDATION:

That the City Council: 1. Approve the report of expenses in the amount of \$2,800 for work completed by C & W Enterprise, plus a 15% administrative fee of \$420 for a total amount of \$3,220, and that the above charges be filed and recorded against the property, constituting a special assessment and lien, and 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

CITY COUNCIL MEETING OF: MAY 2, 2007

Motion made by GARY REESE to Hold in Abeyance Items 79 and 83 to 5/16/2007; Items 67-69, 80-82 and 85 to 6/6/2007; Strike Item 66 and Withdraw Without Prejudice Item 73

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)



AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 2, 2007

DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned building and assess civil penalties located at 6608 Hartman Street. PROPERTY OWNER: JACKIE M. AGUILAR & MARIA C. BRADY – (\$3,220 – General Fund) - Ward 6 (Ross)

C & W Enterprise completed work on November 28, 2006 at a cost of \$2,800.00; plus a 15% administrative fee, for a total of \$3,220.00.

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, Vacant or Abandoned Buildings and Civil Penalties, 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: Beverly Bridges, Acting City Clerk
From: Devin S. Smith, Manager – Neighborhood Response Division
CC: File
Date: April 11, 2007
Re: Report of Expenses for the abatement of Vacant or Abandoned Building at 6608 Hartman Street - Ward 6 (Ross)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Vacant or Abandoned Building," the Department of Neighborhood Services caused the above-referenced property to be corrected by removal of refuse, waste, trash, debris (including all shopping carts, wood, insulation, & miscellaneous junk), vegetation, (dead, dry & overgrown), tree limbs and an abandoned Nissan Sentra, posting No Vehicles, No Dumping and No Trespassing signs and securing doors/windows and openings that are open/accessible or openings not boarded to City of Las Vegas specifications. The abatement was completed by C & W Enterprise on November 28, 2006 at a cost of \$2,800.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Board/Secure only doors/windows/openings that are open/accessible	\$800.00
Remove refuse/waste/trash/debris/litter including shopping carts, wood, insulation, tree limbs and miscellaneous junk	\$800.00
Vegetation removal	\$600.00
Vehicle removal – remove Nissan Sentra	\$400.00
Posting Signs (No Trespassing, No Dumping, No Vehicles)	\$200.00
AMOUNT DUE:	\$2,800.00
Administrative Processing Fee:	\$420.00
Sub-Total:	\$3,220.00
Reinspection Fees (w/late fees):	-0-
Civil Penalties:	-0-
TOTAL AMOUNT DUE:	\$3,220.00
OWNER OF RECORD:	JACKIE M. AGUILAR & MARCIA C. BRADY
PROPERTY ABATED:	6608 HARTMAN STREET
ASSESSOR PARCEL:	138-02-311-032
LEGAL DESCRIPTION:	JADE PARK UNIT #4
	PLAT BOOK 18 PAGE 40
	LOT 33 BLOCK 8

DSS:ed

C & W Enterprises, Inc.
3160 S. Valley View Blvd, Suite 204
Las Vegas, NV 89102

Disclosure of Principals

The principals and partners of *C & W Enterprises, Inc.*, and all persons and entities holding more than 1% interest in *C & W Enterprises, Inc.* or any principal of *C & W Enterprises, Inc.* are the following:

	Full Name	Business Address	Business Phone
1.	<u>Tony Moreno</u>	<u>3160 S. Valley View #204</u>	<u>732-8961</u>
2.	<u>Jose Moreno</u>	<u>3160 S. Valley View #204</u>	<u>732-8961</u>
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.

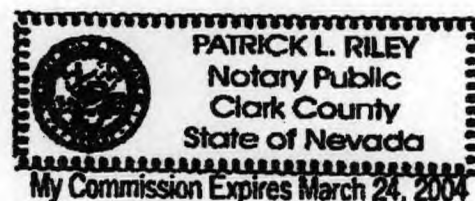
C & W Enterprises, Inc.

By: *Jose Moreno*
Print Name

STATE OF NEVADA)
)
COUNTY OF CLARK)

Subscribed and sworn to before me, a Notary Public,
on this 17th day of AUGUST, 2000.

Patrick L. Riley
NOTARY PUBLIC in and for said
County and State





LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN

STEVE WOLFSON

LOIS TARKANIAN

STEVEN D. ROSS

BRENDA J. WILLIAMS
INTERIM

DOUGLAS A. SELBY
CITY MANAGER

**NOTICE OF PUBLIC HEARING
MAY 2, 2007**

Pursuant to Title 9, Chapter 4 of the Las Vegas Municipal Code, NOTICE IS HEREBY GIVEN THAT ON **Wednesday, May 2, 2007 at 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 refuse, waste, trash, debris (including all shopping carts, wood, insulation and miscellaneous junk), vegetation, (dead, dry and overgrown), tree limbs and an abandoned Nissan Sentra, posting No Vehicles, No Dumping and No Trespassing signs and securing doors/windows and openings that are open/accessible or openings not boarded to City of Las Vegas specifications on property located at **6608 HARTMAN STREET**, legally described as **JADE PARK UNIT #4 PLAT BOOK 18 PAGE 40 LOT 33 BLOCK 8**. Owner of record at time of abatement: **JACKIE M. AGUILAR & MARCIA C. BRADY – WARD 6 (ROSS)**

The Director of Neighborhood Services certifies in the report that the sum of \$3,220.00 was expended (\$2,800.00 for abatement by C & W Enterprise and \$420.00 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.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

BEVERLY K. BRIDGES, CMC
ACTING CITY CLERK

Address: 6608 HARTMAN ST

CALLER: JAMES AT 399-0409

CITZ
DBPROJ

VACANT HOUSE HAS A SHODDY BOARDING OF WINDOWS/DOORS - A VAGRANT HAS BEEN LIVING THERE - THIS SAME VAGRANT COMES AND GOES - METRO WON'T DO ANYTHING ABOUT THE VAGRANT. THERE'S INSULATION ON TOP OF THE HOUSE THAT'S BLOWN ALL OVER ALSO CATCHING INSECTS, ETC; HIGH WEEDS/GRASS; CAR IN R/YARD ON DONUTS

Parcel(s)

Parcel:	Size:	Subdivision Name:
13802311032	0.16 ACRE	JADE PARK UNIT #4

Owner Information:

10-Aug-02	30-Nov-06	BAUMGARDNER ROBERT E
		5970 W GOWAN RD; LAS VEGAS, NV 89108-5149
30-Nov-06		AGUILAR JACKIE M BRADY MARIA C
		4616 VIA DEL SUR LN; LAS VEGAS, NV 89130

Inspection Summary

Inspector:	Status:		Scheduled DT:	Start Dt:	Comp DT:	Min:
981876	Failed		6/29/2006	06/30/2006 11:13	06/30/2006 11:16	3
981876	Passed	Partial	7/21/2006	07/11/2006 13:02	07/11/2006 13:05	3
981876	Failed		7/21/2006	07/24/2006 11:57	07/24/2006 12:00	3
981876	Passed	Partial	7/31/2006	07/31/2006 12:46	07/31/2006 12:48	2
981876	Passed	Partial	8/29/2006	08/29/2006 9:42	08/29/2006 9:45	3
981876	Failed		9/8/2006	09/12/2006 9:23	09/12/2006 9:26	3
970581	Passed	Partial	9/14/2006	09/23/2006 7:50	09/23/2006 7:55	5
982400	Passed	Partial	10/2/2006	10/12/2006 15:49	10/12/2006 15:52	3
982400	Passed	Partial	10/25/2006	11/03/2006 13:30	11/03/2006 13:35	5
982400	Passed	Partial	11/6/2006	12/04/2006 11:30	12/04/2006 11:32	2
982400	Passed	Partial	12/28/2006	12/28/2006 13:45	12/28/2006 13:50	5
982400	Passed	Partial	1/11/2007	01/11/2007 8:20	01/11/2007 8:25	5
982400	Passed		2/8/2007	01/24/2007 14:58	01/24/2007 15:58	60
Time in Minutes:						102

Violation Details

Violation	Violation DT:	Resolve DT:	Location:
A-BLD VACANT	6/29/2006		PROPERTY
MAINTAIN PROPERTY CLEAN/SECURE.			
A-LITTER	6/29/2006	7/31/2006	PROPERTY
RMEOVE ALL LITTER			
A-WEEDS	6/29/2006	7/31/2006	PROPERTY
REMOVE ALL HIGH WEEDS.			
A-ZONE OTHER	6/29/2006	1/24/2007	REAR YARD
REMOVE ALL VEH FROM VACANT PROPERTY, NISSAN SENTRA			
A-REFUSE/WST	6/29/2006	1/24/2007	PROPERTY
REMOVE ALL REFUSE AND WASTE			

A-MITIGATION 6/29/2006 1/24/2007 PROPERTY

SUBMIT A MITIGATION PLAN

A-INTENT LTR 6/29/2006 1/24/2007 PROPERTY

SUBMIT A LETTER OF INTENT

A-BRDG CERT 6/29/2006 1/24/2007 PROPERTY

OBTAIN A BOARDING CERT

A-BLD DNGR 6/29/2006 1/24/2007 PROPERTY

SECURE ALL STRUCTURES TO CLV SPECS

Log

Type:	Date:	Employee:	Min:
PHONE	2/15/2007 10:10:00 AM	ANTHONY GUARINO	0
21)SPOKE TO JACKIE-839-1091.SHE CANT GET TITLE TO MOBILE HOME SO SHE IS DEMOING AS WE SPEAK.SHOULD BE DONE IN 4 DAYS.			
MISC	2/7/2007 1:05:00 PM	LAURA DEARMOND	0
SENT C&W INVOICE \$2,800.00 TO FINANCE & GAVE FILE TO PAM			
VIDPST	1/24/2007 10:15:00 AM	LYNN NIHIPALI	5
16)POST ABATEMENT VIDEO TAKEN.			
PHONE	1/18/2007 3:00:00 PM	LYNN NIHIPALI	5
16)SPOKE WITH JACKIE, HAS TO WAIT FOR CERT CARD OR LETTER TO RETURN, IF SHE DOES NOT HEAR FROM THE PREVIOUS OWNER CONCERNING THE TITLE OF THE MOBILE HOME, SHE WILL HAVE REMOVED FROM PROPERTY			
INSP	1/11/2007 8:20:00 AM	LYNN NIHIPALI	5
16)TOOK PIX, VIDEO CAMERA OUT OF BATTERY, WILL RETURN CB 1-16			
MISC	1/11/2007 6:50:00 AM	LYNN NIHIPALI	0
16)WILL TAKE POST VIDEO TODAY, TRIED TO CONTACT NEW OWNER, NOT IN, LEFT MESSAGE, WILL REVIEW WITH 24 AFTER VIDEO TO SEE WHAT TO DO.			
MISC	1/9/2007 3:06:00 PM	LAURA DEARMOND	0
REC'D CERT CARD FROM OWNERS JACKIE AGUILAR & MARIA BRADY & ATTACHED CARD TO FILE			
RECORD	1/4/2007 10:49:00 AM	JESSICA LARRAMENDY	0
JL) Record N&O dated January 2, 2007 at Clark County. Book: 20070104 Inst: 02959			
DBPROJ	1/2/2007 2:13:00 PM	LAURA DEARMOND	0
INSP	12/28/2006 1:45:00 PM	LYNN NIHIPALI	5
16)STILL BOARDED. WILL MAIL NOTICE TO NEW OWNER. CB 1-11			
RESEAR	12/28/2006 11:24:00 AM	LYNN NIHIPALI	0
16)HAS NEW OWNER, WILL CHECK PROPERTY FOR ANY UPGRADES.NO PERMITS FOUND. CHECK PROPERTY AND REVIEW WITH 24			
INSP	12/4/2006 11:30:00 AM	LYNN NIHIPALI	2
16)PROPERTY IS CLEAN, VEHICLE IS GONE, FOR SALE, CB 12-21			
BIDA	11/17/2006 7:25:00 AM	LAURA DEARMOND	0
AWARDED TO C&W ENTERPRISES			
VOICE	11/15/2006 11:26:00 AM	PAMELA HINES	9
24)LEFT MESSAGE ON 217-2043 VOICEMAIL TO CALL ME.			
VOICE	11/15/2006 7:50:00 AM	PAMELA HINES	12
24)BOB STATES PROP SOLD, NEW OWNER REMOVING OLD M/H & REPLACING W/NEW ONE. PAPERWOK SIGNED. HIS (C)217-2043 BUT CALLER I.D.# 839-0144.			
INSP	11/2/2006 1:30:00 PM	LYNN NIHIPALI	5
16)STILL HAS VEHICLE IN REAR YARD, WILL CONTACT OWNER DISCUSS POSSIBLE FEES AND ABATEMENT, CB 11-06			
FEE	10/25/2006 9:19:00 AM	BARBARA ALVAREZ	0
Waived fee. Payment posted in oracle prior to late fee generation. Delay in posting payments to hansen caused late fee to generate			

INSP	10/12/2006 3:49:00 PM	LYNN NIHIPALI	1
16) TRAILER NOW SAYS FREE, YOU TAKE IT AWAY, PROPERTY FOR SALE, WILL CONTACT OWNER, CHECK THE STATUS. CB 10-13			
MISC	10/4/2006 8:02:00 AM	KATHY STEWART	0
Sent Regular letter from owner, Return to Sender, Attempted Not Known, to #16 to file.			
MISC	10/3/2006 7:38:00 AM	KATHY STEWART	0
Sent Certified letter from owner, Return to Sender, Attempted, Not Known, to #16 to file.			
INSP	9/23/2006 7:50:00 AM	ROBERT KAEMPFER	5
26) No improvement in property, taped 10 day N&O to side door, took pixs, cb 10-12			
PHONE	9/21/2006 5:07:00 PM	KELLY OLIVERIUS	0
30)PHONED ROBERT BAUMGARDNER, 217-2043, NO ANSWER, LEFT A VM MIT NOT APPROVED AND FOR HIM TO CALL.			
DIRECT	9/21/2006 5:07:00 PM	KELLY OLIVERIUS	0
30)PER DEVIN, NOT ENOUGH INFO ON MIT TO APPROVE. CONTACT OWNER.			
NOTICE	9/21/2006 2:09:00 PM	KATHY STEWART	0
Sent 10 Day Notice Before Abatement letter to owner. POST: 9/22. C/B: 10/2. Sent file to #30/16			
BIDR	9/21/2006 7:00:00 AM	KATHY STEWART	0
Received bids from contractors (1) C&W Enterprise - \$2,800; (2) C.H. Construction - \$3,850.			
BIDS	9/15/2006 7:09:00 AM	KATHY STEWART	0
Faxed Invitation to Bid to contractors. Bid due by COB, Wednesday, 9/20/06.			
DIRECT	9/13/2006 8:00:00 AM	KATHY STEWART	0
Per #24, Proceed with abatement.			
RESEAR	9/13/2006 6:45:00 AM	KELLY OLIVERIUS	0
30)CHECKED ASSESSOR, NO CHANGE IN OWNERSHIP.			
PLNREC	9/12/2006 5:26:00 PM	KELLY OLIVERIUS	0
30)RECIEVED A MIT PLAN VIA EMAIL, DOES NOT HAVE A TIMELINE. STATES PROPERTY TO BE SOLD. CONTACT OWNER.submitted copy to devin.			
PHONE	9/12/2006 5:24:00 PM	KELLY OLIVERIUS	0
30)PHONED BOB BAUMGARDNER, NUMBERS DID NOT WORK. PUT CASE IN FOR ABATEMENT.			
PHONE	9/12/2006 5:22:00 PM	KELLY OLIVERIUS	0
30)RETURNED A CALL TO TAMARA, 399-0409,NO ANSWER, LEFT A VM FOR HER TO CALL.			
INSP	9/12/2006 9:23:00 AM	KELLY OLIVERIUS	3
30)R/W REMAINS (INSULATION, SHOPPING CART, WOOD, TREE LIMBS, ECT.). VEH. REMAINS. TRAILER STILL OPEN/ACCESS. NO BOARDING CERT REC.PIX. ASSESS FEE. PUT IN FOR ABATEMENT. CONTACT OWNER.			
PHONE	9/7/2006 4:01:00 PM	KELLY OLIVERIUS	0
30)RECIEVED A CALL FROM BOB BAUMGARDNER, HE STATED HE WOULD EMAIL IN MIT. TONIGHT OR TOMORROW MORNING.			
PHONE	8/31/2006 1:44:00 PM	KELLY OLIVERIUS	0
30)PHONED BOB BAUMGARDNER, 217-2043, TOLD HIM OF CURRENT VIOL (CAR, INSULATION, OPEN DOOR, ECT.). TOLD HIM LETTER/BOARD DUE 09/07. HE SAID HE IS NOW TRYING TO SELL TRAILER AND LOT. TOLD HIM ITEMS STILL NEED TO BE TAKEN CARE OF.			
INSP	8/30/2006 9:42:00 AM	KELLY OLIVERIUS	3
30)LETTER/BOARD DUE 09/07. TRAILER OPEN (DOOR E SIDE). CAR STILL IN R/Y. INSULATION HANGING ON WEST SIDE OF TRAILER. TRUSS ON D/W. PIX. CONTACT OWNER.			
PHONE	8/22/2006 3:08:00 PM	KELLY OLIVERIUS	0
30)PHONED BOB BAUMGARDNER, NO ANSWER, LEFT A VM FOR HIM TO CALL (COMPLAINTS ON BLOWING INSULATION, ANTS, ECT.). NO ANSWER, LEFT A VM FOR HIM TO CALL.			
PHONE	8/22/2006 3:05:00 PM	KELLY OLIVERIUS	0
30)RETURNED A CALL TO JAMES, COMPLAINANT, HE WANTED AN UPDATE ON CASE. TOLD HIM STATUS.			
INSP	7/31/2006 12:46:00 PM	KELLY OLIVERIUS	2
30)WEEDS CUT. MOST R/W REMOVED. SOME DEBRIS ON TRAILER. SIGN ON TRAILER 'FREE U HAUL'. PIX. CB 08/29. LETTER/BOARD DUE 09/07.			
PHONE	7/28/2006 2:37:00 PM	KELLY OLIVERIUS	0
30)RETURNED A CALL TO JAMES, 399-0409, NO ANSWER, LEFT A VM FOR HIM TO CALL.			

PHONE	7/26/2006 2:25:00 PM	KELLY OLIVERIUS	0
30)RETURNED A CALL TO BOB BAUMGARDNER, 217-2043, HE STATED HE HAS BEEN WORKING ON PROPERTY AND HAS WEEDS CUT. IS WORKING ON R/W, HAS FOR SALE SIGN ON TRAILER. TOLD HIM CB DATE.			
MISC	7/24/2006 1:25:00 PM	LAURA DEARMOND	0
REC'D CERT CARD SIGNED BY OWNER ROBERT BAUMGARDNER			
INSP	7/24/2006 11:57:00 AM	KELLY OLIVERIUS	3
30)NO CHANGE AT PROPERTY. NO DUMPSTER ONSITE. SECURE. PIX. ASSESS FEE. CB 07/31, IF NO ACTIVITY PUT IN FOR ABATEMENT.			
PHONE	7/21/2006 9:27:00 AM	KELLY OLIVERIUS	0
30)RETURNED A CALL TO JAMES, COMPLAINANT, 399- 0409, INFORMED HIM OF CASE STATUS.			
PHONE	7/21/2006 9:20:00 AM	KELLY OLIVERIUS	0
30)RETURNED A CALL TO BOB BAUMGARDNER, HE LEFT A CELL NUMBER, 217-2043, INFORMED HIM OF VIOL. HE STATED HE GOING TO HAVE TRAILER REMOVED. HE SAID HE CANNOT REMOVE THE VEH UNTIL TRAILER PULLED OUT. WILL CLEAN YARD STARTING MON. INF. HIM FAIL INSP TODAY.			
PHONE	7/18/2006 3:14:00 PM	KELLY OLIVERIUS	0
30)RETURNED A CALL TO BOB BAUMGARDNER, CALL WOULD NOT GO THROUGH.			
PHONE	7/17/2006 1:36:00 PM	KELLY OLIVERIUS	0
30)RETURNED A CALL TO BOB BAUMGARDNER, 839-0144,			
RECORD	7/12/2006 1:59:00 PM	JESSICA LARRAMENDY	0
JL) Recorded N&O dated July 7, 2006 at Clark County. Book: 20060712 Inst: 02527			
VOICE	7/11/2006 4:10:00 PM	KELLY OLIVERIUS	0
30)VM FROM BOB BAUMGARDNER, STATED HE IS OUT OF TOWN UNTIL SUNDAY, WILL CALL MONDAY.217-2043			
NOPOST	7/11/2006 1:02:00 PM	KELLY OLIVERIUS	3
30)POSTED N&O, CB 07/21			
DBPROJ	7/7/2006 3:37:00 PM	LAURA DEARMOND	0
PHONE	7/7/2006 9:16:00 AM	KELLY OLIVERIUS	0
30)PHONED JAMES, COMPLAINANT, 399-0409, INFORMED HIM OF CASE STATUS AND TIMELINES.			
MISC	7/7/2006 8:06:00 AM	KELLY OLIVERIUS	5
30)PROCESSED N&O, FORWARDED TO LAURA.			
PHONE	7/7/2006 8:02:00 AM	KELLY OLIVERIUS	0
30)PHONED ROBERT BAUMGARDNER, 839-0144, 4041 HATCH ST, NLV, NV, 89032, NO ANSWER, LEFT A VM FOR HIM TO CALL.			
RESEAR	7/7/2006 7:55:00 AM	KELLY OLIVERIUS	6
30)ACCESSED ASSESSOR FOR OWNER INFO. CHECKED WHITE PAGES, SEWER, AND HANSEN FOR CONTACT NUMBER.			
INSP	6/30/2006 11:13:00 AM	KELLY OLIVERIUS	3
30)MOBILE HOME, BOARDED, SECURE. TWO SHEDS, ONE OPEN. R/W (WOOD, TIRE, TREE LIMBS, ECT.). HIGH WEEDS. LITTER. RED CAR R/Y, NISSAN SENTRA. PIX. PROCESS N&O.			

Time in minutes:

82

APN 138-02-311-032

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: JACKIE M. AGUILAR & MARIA C. BRADY
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: 138-02-311-032
Commonly known as: 6608 HARTMAN STREET
Legal Description: JADE PARK UNIT #4
PLAT BOOK 18 PAGE 40
LOT 33 BLOCK 8

On November 28, 2006, as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses in the amount of \$3,220.00 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 May 2, 2007 ordered the above charges in the amount of \$3,220.00, 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.

BEVERLY K. BRIDGES, Acting City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, 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.

BEVERLY K. BRIDGES, Acting City Clerk

Subscribed and sworn to before me this ____ day of May, 2007

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
Case # - 43888

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN K. HARSIN

☐ Consent ☒ Discussion

SUBJECT:

Hearing to consider the appeal regarding Ten (10) Day Vacate Nuisance Notice and Order to Comply located at 7132 Lakehurst Court. PROPERTY OWNER: LEON D. WILLIAMS III – Ward 1 (Tarkanian)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The subject property was determined to be a public nuisance as defined in Las Vegas Municipal Code, Title 9, Chapter 12, dealing with nuisances. A Ten (10) Day Vacate Nuisance Notice and Order to Comply was mailed to the property owner to correct the nuisance per Title 9.04 – Refuse and Waste; Litter; Outside Storage; Title 16 – Housing and Building. A copy of the notice was also posted on the property. Today's hearing is to consider the Appeal to the Ten (10) Day Vacate Notice and Order to Comply filed by Leon D. Williams III, property owner and responsible party.

RECOMMENDATION:

That the City Council approves the Ten (10) Day Vacate Nuisance Notice and Order to Comply.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map
3. Nuisance Notice and Order to Comply
4. Appeal Letter from Appellant
5. Notice of Appeal
6. Abeyance fax by Appellant

Motion made by GARY REESE to Hold in Abeyance Items 79 and 83 to 5/16/2007; Items 67-69, 80-82 and 85 to 6/6/2007; Strike Item 66 and Withdraw Without Prejudice Item 73

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 2, 2007

DEPARTMENT: Neighborhood Services

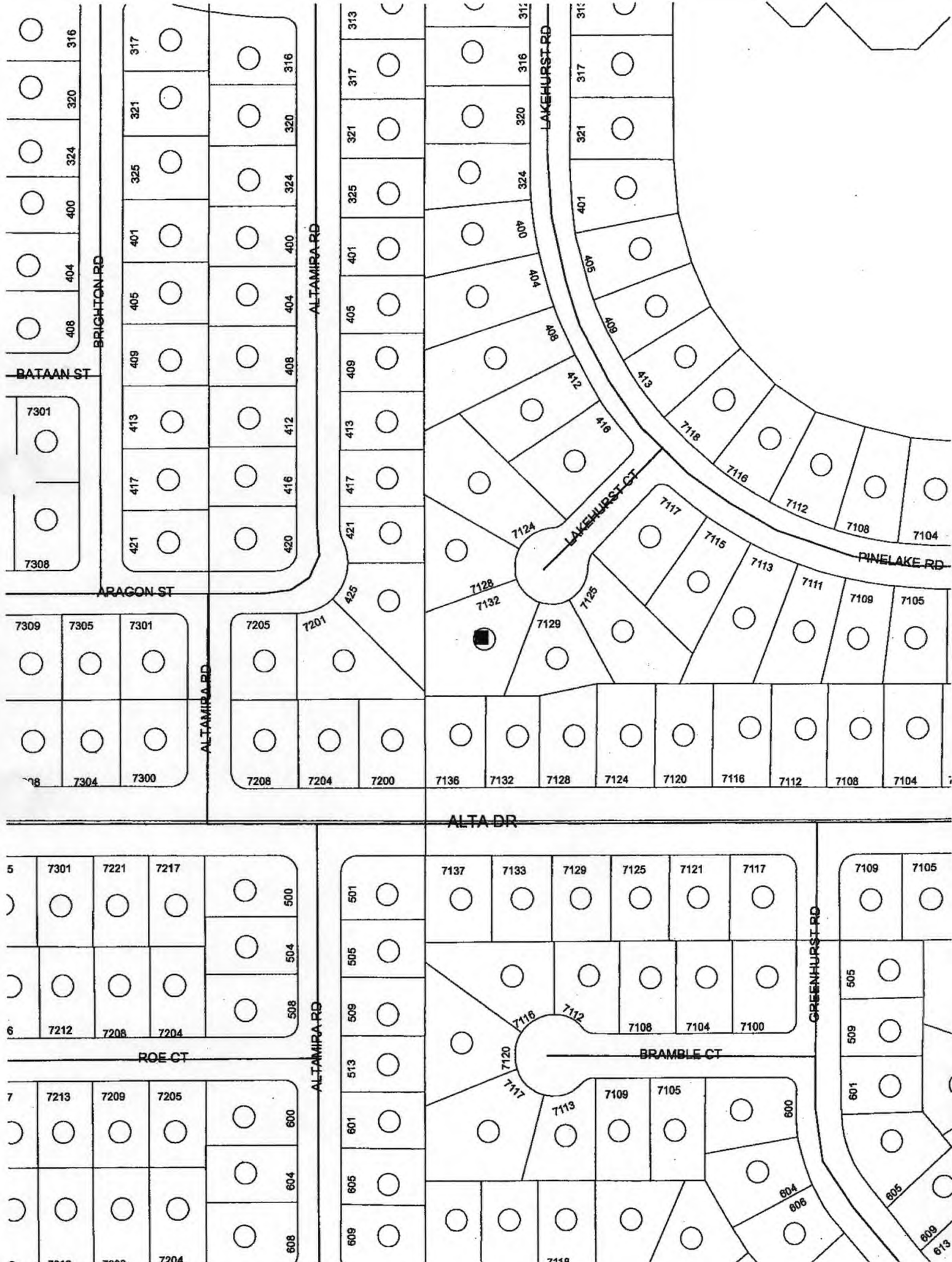
ITEM DESCRIPTION: Hearing to consider the appeal regarding Ten (10) Day Vacate Nuisance Notice and Order to Comply located at 7132 Lakehurst Court.

PROPERTY OWNER: LEON D. WILLIAMS III – Ward 1 (Tarkanian)

The subject property was deemed to be a public nuisance as defined in Las Vegas Municipal Code, Title 9, Chapter 12, dealing with public nuisances.

A Ten (10) Day Vacate Nuisance Notice and Order to Comply was sent to the property owners by regular and certified mail requesting they correct the nuisance per Title 9.04 – Refuse & Waste; Litter; Outside Storage; Title 16 - Housing and Building. A copy of the notice was also posted on the property.

Today's hearing is to consider the Appeal to the Ten (10) Day Vacate Nuisance Notice and Order to Comply filed by Leon D. Williams III, property owner and responsible party.





NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 138-34-214-118

March 21, 2007
Case #51142

*Certified and Regular Mail
Return Receipt Requested*

Leon D. Williams III
2740 S Tenaya Way
Las Vegas, NV 89117-2914

TEN (10) DAY VACATE NUISANCE NOTICE AND ORDER TO COMPLY

As recorded owner(s) of the building(s) located at **7132 Lakehurst Court, Las Vegas, NV, legally described as Parcel #138-34-214-118**, you are hereby given notice that the Building Official or his designee has determined that the aforementioned building(s) is substandard and dangerous. Said building(s) is substandard and dangerous and declared a public nuisance as described under Las Vegas Municipal Code (LVMC) 9.04.020 and Section 202 of the Uniform Housing Code and, therefore, *must be vacated*.

The following is a brief description of the violations:

Per 9.04 Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas to comply with code, i.e., trash, old paint, wood, metal, plastics, boxes, buckets.

Per 9.12 Litter: Remove all litter and maintain litter free.

Per 9.12 Outside Storage: Remove all visible storage of materials and goods from all yards and other areas to comply with code, i.e., shopping carts, wood, weights, furniture, mattresses, bed frames, weight benches, any items not intended for outside use.

Per 16.04 Building Permits Required: 1. Obtain all required permits and inspections for power and water meters. 2. Remove or obtain permit for patio/shade in rear yard.

Per 16.20 Housing Codes: Repair and replace all broken windows.

Per 16.40 Ten (10) Day Vacate and Order to Comply: Property is uninhabitable and has been posted sub-standard, dangerous, and declared a public nuisance under Section 202 and 701 of the Uniform Housing Code. Property must be vacated within ten (10) days. Property must remain vacant until all repairs are made.

LAS VEGAS CITY COUNCIL

MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN •

LOIS TARKANIAN • STEVEN D. ROSS

CITY MANAGER DOUGLAS A. SELBY

STEVE WOLFSON

18201-031-06-06

CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101

VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov



March 21, 2007
Case #51142
7132 Lakehurst Court
Page 2

Per 16.12 Electrical Code: Repair and replace breaker box by a certified electrician, Obtain all required permits for replacement and repair of electric connections to and leading from breaker box by certified electrician, Obtain final inspection from City of Las Vegas and obtain service and legal hook up and meter from Nevada Power.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within three (3) days of posting of this notice.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain properly in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #33 at 229-4917 to supply your current phone number, e-mail address, fax number, or additional mailing address.

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

Because the building(s) is substandard and deemed untenable, the Building Official or his designee orders **Leon D. Williams, III**, owner(s) of the building, to vacate the building(s) by **April 2, 2007**. You must contact the City of Las Vegas Neighborhood Response Division at (702) 229-6615 when the building(s) has been vacated and all openings (i.e. windows, doors) are boarded and secured. Before re-entry, the building(s) or any portion of it needs to be inspected and approved prior to occupancy.

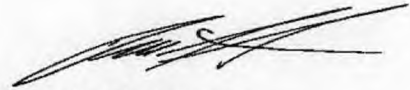
If these orders are not complied with, you are hereby given notice that the Building Official or his designee will proceed to vacate the building(s), cut off electrical power secure the building and charge the cost against the property or its owner(s). As the property owner(s), you will be responsible for all costs incurred. In this event, you will be notified of a public hearing to be conducted by the City Council to review the costs, and their decision shall be final and conclusive. Upon approval of the costs by the City Council, a Lien of Assessment shall be filed with the County Recorder's Office, certified copies of the lien given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as

March 21, 2007
Case #51142
7132 Lakehurst Court
Page 3

ordinary property taxes. All laws applicable to the levy, collection and enforcement of property taxes shall be applicable to such assessment.

If you disagree with the assessment of Neighborhood Response, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City Council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the council's designee, in cases where a owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance.

BY ORDER OF

A handwritten signature in black ink, appearing to read 'Devin Smith', with a stylized flourish extending to the right.

Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

RECEIVED
CITY CLERK.....
facsimile transmittal

2007 APR -2 P 4: 23

To: Vicky Darling,**Fax:****382-4883****4803**

City Clerk, City of Las Vegas

From: Leon Williams III**Date: 4/2/2007****Re: Case # 51142****Pages: one****CC:**☒ **Urgent**☐ **For Review**☐ **Please Comment**☐ **Please Reply**☐ **Please Recycle**

City Clerk, City of Las Vegas:

I wish to appeal to the City Council, notice and order, case # 51142, for property address 7132 Lakehurst Court, Las Vegas, NV 89145.

Although I have not been served with this notice, Mr. Rogers has just advised me that he posted it on Friday, March 23rd at the property. I am presently out of town and will be returning within the next few days and intend to direct my attention to the subject property. My attorney informed me that I am easily within my 10-day period for appeal. Please call if I can be of further assistance in this matter at 702-318-1657.

**Leon D. Williams III***owner*



April 20, 2007

CERTIFIED & REGULAR MAIL

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON

LOIS TARKANIAN

STEVEN D. ROSS

BRENDA J. WILLIAMS
INTERIM

DOUGLAS A. SELBY
CITY MANAGER

Leon D. Williams III
2740 S. Tenaya Way
Las Vegas, NV 89117-2914

Re: Appeal of the Notice and Order to Comply for property located at 7132 Lakehurst Court, Case #51142

Dear: Mr. Williams:

You are hereby notified that a hearing has been scheduled before the Las Vegas City Council at 400 Stewart Avenue, Las Vegas, Nevada on the 2nd day of May 2007, at the hour of 1:00 p.m. This hearing is in response to the Notice of Appeal received April 2, 2007 requesting the same, concerning the Nuisance Notice and Order regarding Vacant or Abandoned Building for property located at 7132 Lakehurst Court, Las Vegas, Nevada.

You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you.

If you have any questions or need further information please do not hesitate to contact Devin Smith, Manager, Neighborhood Response at 229-6615.

Sincerely,

A handwritten signature in cursive script, appearing to read "Beverly K. Bridges".

Beverly K. Bridges, CMC
Acting City Clerk

cc: Stephen Harsin, Director, Neighborhood Services
Devin Smith, Manager, Neighborhood Response
Dan Still, Deputy City Attorney
Jeanne Maust, Ward 1 Liaison

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

Cert # 7005 3110 0001 3041 0466

CITY of LAS VEGAS

OFFICE OF THE CITY CLERK
CITY HALL
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101-2986

2007 APR 25 A 10:37
CITY CLERK

CERTIFIED MAIL™



7005 3110 0001 3041 0466



U.S. POSTAGE



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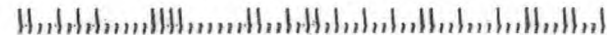
Leon D. Williams III
2740 S. Tenaya Way
Las Vegas, NV 89117-2914

X 891 NO 1 206 C 00 04/23/07
FORWARD TIME EXP RTN TO SEND
WILLIAMS III
7132 LAKEHURST CT
LAS VEGAS NV 89145-5229

RETURN TO SENDER

89117-2914

89101@2986





UNITED STATES POSTAL SERVICE™

CITY of LAS VEGAS

OFFICE OF THE CITY CLERK
CITY HALL
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101-2986



RECEIVED
CITY CLERK

2007 APR 30 A 10:44

Leon D. Williams III
2740 S. Tenaya Way
Las Vegas, NV 89117-2914

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WILLIAMS III
7132 LAKEHURST CT
LAS VEGAS NV 89145-1206

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RETURN TO SENDER

RETURN TO SENDER
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UNABLE TO FORWARD



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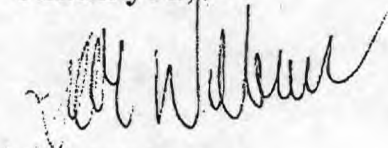


RECEIVED
CITY CLERK

2007 APR 23 A 11:17

.....
facsimile transmittal**To: Tony Rogers,****Fax: 382-4803****Code Enforcement Officer****From: Leon Williams****Date: 4/21/2007****Re: Case # 51142****Pages: One****CC:****X Urgent**☐ **For Review**☐ **Please Comment**☐ **Please Reply**☐ **Please Recycle**
.....**Mr. Rogers:**

Your supervisor, Mr. Smith, informed me that my hearing date was May 2. Mr. Smith agreed to give me a 30 day extension to bring the property at 7132 Lakehurst Court up to code standards.

Thank you,**Leon Williams**
.....

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN K. HARSIN

☐ Consent ☒ Discussion

SUBJECT:

Hearing to consider the appeal regarding Ten (10) Day Vacate Nuisance Notice and Order to Comply located at 2228 Valley Drive. PROPERTY OWNER: KIM C. GOUSSE – Ward 5 (Williams)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The subject property was determined to be a public nuisance as defined in Las Vegas Municipal Code, Title 9 Chapter 12, dealing with nuisances. A Ten (10) Day Vacate Nuisance Notice and Order to Comply was mailed to the property owner to correct the nuisance per Title 9.04 – Public Nuisance; Title 19.04 – Zoning Violation and Accessory Uses and Structures. A copy of the notice was also posted on the property. Today's hearing is to consider the Appeal to the Ten (10) Day Vacate Nuisance Notice and Order to Comply filed by Hazel Frederick, on behalf of Kim C. Grousse, property owner and responsible party.

RECOMMENDATION:

That the City Council approve the Ten (10) Day Vacate Nuisance Notice and Order to Comply.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map
3. Nuisance Notice and Order to Comply
4. Appeal Letter from Appellant
5. Notice of Appeal
6. Abeyance request by Appellant

Motion made by GARY REESE to Hold in Abeyance Items 79 and 83 to 5/16/2007; Items 67-69, 80-82 and 85 to 6/6/2007; Strike Item 66 and Withdraw Without Prejudice Item 73

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 2, 2007

DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: Hearing to consider the appeal regarding Ten (10) Day Nuisance Notice and Order to Comply located at 2228 Valley Drive. PROPERTY

OWNER: KIM C. GOUSSE – Ward 5 (Williams)

The subject property was deemed to be a public nuisance as defined in Las Vegas Municipal Code, Title 9, Chapter 12, dealing with public nuisance.

A Ten (10) Day Vacate Nuisance Notice and Order to Comply was sent to the property owner by regular and certified mail requesting they correct the nuisance per Title 9.04 - Public Nuisance; 19.04 – Zoning Violation and Accessory Uses and Structures. A copy of the notice was also posted on the property.

Today's hearing is to consider the Appeal to the Ten (10) Day Vacate Nuisance Notice and Order to Comply filed by Hazel Frederick, on behalf of Kim C. Grousse, property owner and responsible party.



SUN HARBOR APARTMENT
(BUDGET SUITES)
704 UNITS

MINI MART

OFF.

AL RANCHO DR

RANCHO LAKE DR

LAKE MEAD BLVD

VALLEY DR

STACEY AVE

MARK AVE

EUGENE AVE

BRISTOL BRUSHWAY



NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-19-112-008

March 21, 2007
Case #50742

*Certified and Regular Mail
Return Receipt Requested*

Kim C. Gousse
2228 Valley Drive
Las Vegas, NV 89108-2876

TEN (10) DAY VACATE NUISANCE NOTICE AND ORDER TO COMPLY

As recorded owner(s) of the building(s) located at **2228 Valley Drive, Las Vegas, NV, legally described as Parcel #139-19-112-008**, you are hereby given notice that the Building Official or his designee has determined that the aforementioned building(s) is substandard and dangerous. Said building(s) is substandard and dangerous and declared a public nuisance as described under Las Vegas Municipal Code (LVMC) 9.04.020 and Section 202 of the Uniform Housing Code and, therefore, *must be vacated*.

The following is a brief description of the violations:

Ordinance #5873

"Owner" means any person having a legal or equitable interest in real property within the City.

19.04.040 Zoning Violation

Group Residential Care Facility: Zoning Code: Prohibits operating Group Residential Care Facility at this Residential Zoned Property. Group Residential Care Facilities may be located in U, R-A, R-E, R-D, R-1, R-CL, R-2, R-3, R-4 and R-5 zoned locations with conditions. (See attached conditions.)

Halfway House: Zoning Code: Prohibits operating halfway house at this Residential Zoned property. Halfway Houses may only be located in R-3, R-4, R-5, C-2 and C-M zonings with a special use permit.

Homeless Shelter: Zoning Code: Prohibits operating Homeless Shelters at this Residential Zoned property. Rescue Missions/Shelters for the Homeless may only be located in C-2, C-M or M Zoned properties with a special use permit.

Transitional Living Group Home: Transitional Living Group Homes may only be located in the following zoned areas (U, R-A, R-E, R-D, R-1, R-CL, R-2, R-3, R-4, R-5) with a special use permit.

LAS VEGAS CITY COUNCIL

MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN •

STEVE WOLFSON

LOIS TARKANIAN • STEVEN D. ROSS

CITY MANAGER DOUGLAS A. SELBY

18201-031-06-06

CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov



19.04.020 Accessory Uses and Structures

B. Particular Accessory Uses: In any residential zoning district, each of the following uses shall be considered an accessory use to the extent described, without being separately listed in the Land Use Tables, provided in each case that the use is incidental to the property's use as a dwelling and does not alter the character of its use as a dwelling of the character permitted in the respective district:

1. The renting of rooms, providing of board, or both, for not more than three unrelated persons, where no care is provided.

Property is not allowed to have more than four (4) unrelated residents at any time. Remove all inoperable vehicles, refuse, waste and ramps from the front of the property.

Post: No trespassing (per NRS 207.200), no dumping (per NRS 444.630), no vehicles (per CLVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within three (3) days of posting of this notice.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain properly in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #33 at 229-4917 to supply your current phone number, e-mail address, fax number, or additional mailing address.

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

Because the building(s) is substandard and deemed untenable, the Building Official or his designee orders Kim C. Gousse, owner(s) of the building, to vacate the building(s) by April 2, 2007. You must contact the City of Las Vegas Neighborhood Response Division at (702) 229-6615 when the building(s) has been vacated and all openings (i.e. windows, doors) are boarded and secured. Before re-entry, the building(s) or any portion of it needs to be inspected and approved prior to occupancy.

March 21, 2007
Case #50742
2228 Valley Drive
Page 3

If these orders are not complied with, you are hereby given notice that the Building Official or his designee will proceed to vacate the building(s), cut off electrical power secure the building and charge the cost against the property or its owner(s). As the property owner(s), you will be responsible for all costs incurred. In this event, you will be notified of a public hearing to be conducted by the City Council to review the costs, and their decision shall be final and conclusive. Upon approval of the costs by the City Council, a Lien of Assessment shall be filed with the County Recorder's Office, certified copies of the lien given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the levy, collection and enforcement of property taxes shall be applicable to such assessment.

If you disagree with the assessment of Neighborhood Response, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City Council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the council's designee, in cases where a owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance.

BY ORDER OF



Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

To Whom it may concern. It was brought to my attention by doorknob and not thereof certified mail as shown on your paperwork that their was a time factor 10 days to responed to your posting of your notice I would like you to know in america we do this by the post office your paperwork is not correct thus legal binding if you do not use postal system. Also be advised that all your allications are misleading and it is known fact by several that the way you conduct yourself is not the way your party was intended. on all three so called cases you have are true of address only and not of content. it appears to me that you have used a standard tex that has no merit to what you are trying to convey. I will on this day dissapprove of your alligations and demand a full reveiw by our city counsel I have also requested and outside contractor and obtained several witnesses that will support the way you conduct yourself as a neighborservices agent

Reguarating - Case # 50742

Hazel Fredrick

By ORDER OF Devin Smith.

For: Kim Gousse

Ten DAY Vacate Nuisance Notice Dated MARCH 21, 2007

also- Case # 50565

Hazel Fredrick

For Kim Gousse

Nuisance Notice

also - case # 50414

Hazel Fredrick

Notice and ORDER To Make Repairs / public nuisance

Residence in Question:

4420 MARK Ave Las Vegas 89108

2232 Valley Dr. Las Vegas 89108

2228 Valley Dr. Las Vegas 89108

RECEIVED
CITY CLERK

2007 APR -2 A 8:07

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CITY CLERK

2007 MAR 33 A 8:03

Signed

Hazel Fredrick



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
BRENDA J. WILLIAMS
INTERIM

DOUGLAS A. SELBY
CITY MANAGER

April 20, 2007

CERTIFIED & REGULAR MAIL

Kim C. Gousse
Hazel Fredrick
2228 Valley Drive
Las Vegas, NV 89108-2876

Re: Appeal of the Notice and Order to Comply for property located at 2228 Valley Drive, Case #50742

Dear Ms. Grousse and Mr. Fredrick:

You are hereby notified on behalf of Kim Grousse that a hearing has been scheduled before the Las Vegas City Council at 400 Stewart Avenue, Las Vegas, Nevada on the 2nd day of May 2007, at the hour of 1:00 p.m. This hearing is in response to the Notice of Appeal received by the Las Vegas City Clerk on April 2, 2007, requesting the same, concerning the Notice and Order to Comply for properties located at 2228 Valley Drive.

You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you.

If you have any questions or need further information please do not hesitate to contact Devin Smith, Manager, Neighborhood Response at 229-6615.

Sincerely,

Beverly K. Bridges, CMC
Acting City Clerk

cc: Stephen Harsin, Director, Neighborhood Services
Devin Smith, Manager, Neighborhood Response
Dan Still, Deputy City Attorney
Karlette Adams, Ward 5 Senior Executive Assistant

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

Cert # 7005 3110 0001 3041 0435



CITY of LAS VEGAS

OFFICE OF THE CITY CLERK
CITY HALL
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101-2986

CERTIFIED MAIL™



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U.S. POSTAGE



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2007 MAY 18 A 10:58

Kim C. Gousse
Hazel Fredrick
2228 Valley Drive
Las Vegas, N'

UP
4/21

NIXIE 891 DE 1 00 05/17/07

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

89101-2986

89101@2986

BC: 89101298699 *0479-18067-20-39



APRIL 24, 2007

DEVIN SMITH, MANAGER,
NEIGHBORHOOD RESPONSE
CITY OF LAS VEGAS

2007 APR 24 P 2:56

RECEIVED
CITY CLERK

RE: LETTER DATED APRIL 20, 2007

HEARING SCHEDULED BEFORE THE LAS VEGAS
CITY COUNCIL ON THE 2ND DAY OF MAY 2007

I WILL BE OUT OF TOWN ON THAT DAY AND
NOT
WILL BE RETURNING UNTIL ON MAY 23RD
2007. I AM HUMBLELY ASKING YOUR OFFICE
TO RESCHEDULE THIS HEARING. *106/6/07*

SINCERELY

Hazel Frederick
HAZE FREDERICK

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: STEPHEN HARSIN

☐ Consent ☒ Discussion

SUBJECT:

Hearing to consider the appeal regarding Nuisance Notice and Order to Comply located at 2232 Valley Drive. PROPERTY OWNER: KIM C. GOUSSE – Ward 5 (Williams)

Fiscal Impact



No Impact



Augmentation Required



Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The subject property was determined to be a public nuisance as defined in Las Vegas Municipal Code, Title 9 Chapter 12, dealing with nuisances. A Nuisance Notice and Order to Comply was mailed to the property owner to correct the nuisance per Title 9.04 – Public Nuisance; Title 19.04 – Zoning Violation and Accessory Uses and Structures, and Title 16 – Uniform Housing and Building. A copy of the notice was also posted on the property. Today's hearing is to consider the Appeal to the Nuisance Notice and Order to Comply filed by Hazel Frederick, on behalf of Kim C. Grousse, property owner and responsible party.

RECOMMENDATION:

That the City Council approve the Nuisance Notice and Order to Comply.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map
3. Nuisance Notice and Order to Comply
4. Appeal Letter from Appellant
5. Notice of Appeal
6. Abeyance request by Appellant

Motion made by GARY REESE to Hold in Abeyance Items 79 and 83 to 5/16/2007; Items 67-69, 80-82 and 85 to 6/6/2007; Strike Item 66 and Withdraw Without Prejudice Item 73

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 2, 2007

DEPARTMENT: Neighborhood Services

ITEM DESCRIPTION: Hearing to consider the appeal regarding Nuisance Notice and Order to Comply located at 2232 Valley Drive. PROPERTY OWNER: KIM C. GOUSSE – Ward 5 (Williams)

The subject property was deemed to be a public nuisance as defined in Las Vegas Municipal Code, Title 9, Chapter 12, dealing with nuisances.

A Nuisance Notice and Order to Comply was sent to the property owner by regular and certified mail requesting they correct the nuisance per Title 9.04 - Public Nuisance; Title 19.04 – Zoning Violation and Accessory Uses and Structures, and Title 16 - Uniform Housing and Building. A copy of the notice was also posted on the property.

Today's hearing is to consider the Appeal to the Nuisance Notice and Order to Comply filed by Hazel Frederick, on behalf of Kim C. Grousse, property owner and responsible party.



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SUN HARBOR APA
(BUDGET SUITE)
704 UNITS

16

36

16

MARK AVE

VALLEY DR

LAKE MEAD BLVD

STACY AVE

BRISTOL BRUSHWAY

AUBURN AVE

EUGENE AVE



NEIGHBORHOOD SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 139-19-112-007

March 21, 2007

Case #50565

Certified/Regular Mail
Return Receipt Requested

Kim C. Gousse
2232 Valley Drive
Las Vegas, NV 89108-2876

NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the property located at 2232 Valley Drive, Las Vegas, NV, Parcel #139-19-112-007, that you are in violation of Las Vegas Municipal Code, Chapter 9, dealing with nuisances.

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of \$120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of \$180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a \$180 re-inspection fee + a \$150.00 civil penalty will be assessed; on the 3rd re-inspection a \$180 re-inspection fee + a \$300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a \$180 re-inspection fee + a \$500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred (\$500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand (\$1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The \$500.00 or \$1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

You are hereby ordered to correct the nuisance by the eleventh day after the day of mailing, servicing or posting of the Notice and Order by hand. If you do not correct the violation within that time, the City may issue a misdemeanor citation for violation for each and every day the violation exists, with a penalty of up to Five Hundred (\$500.00) Dollars or fine of up to six (6) months in jail or both for each violation, or the City may direct a licensed contractor to remove the nuisance described below, or both. Be advised, the

LAS VEGAS CITY COUNCIL

MAYOR OSCAR B. GOODMAN

MAYOR PRO TEM GARY REESE • LARRY BROWN •

STEVE WOLFSON

LOIS TARKANIAN • STEVEN D. ROSS

CITY MANAGER DOUGLAS A. SELBY

18201-031-06-06

CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov



contractor will collect all debris at this location and will not separate those items, which you may consider useful or valuable. If you wish to salvage any items, please have them removed.

LVMC Ord. #5873

"Owner" means any person having a legal or equitable interest in real property within the City.

(2) Building Code Violation. Any violation of the Uniform Building Code, as adopted and amended by Title 16 of this Code.

LVMC 16.20.010 A Uniform Housing Code

Nuisance

3. Whatever is dangerous to human life or is detrimental to health, as determined by the health officer.

SUBSTANDARD BUILDINGS

General 1001.1 – Any building or portion thereof which is determined to be an unsafe building in accordance with Section 102 of the Building Code; or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants thereof shall be deemed and hereby are declared to be substandard buildings.

Uniform Housing Code 1001.4 Nuisance

Buildings or portions thereof in which there exists any nuisance as defined in this code are deemed substandard buildings.

Uniform Housing Code 1001.14 Improper Occupancy

All buildings or portions thereof occupied for living, sleeping, cooking or dining purposes which were not designed or intended to be used for such occupancies shall be considered substandard.

LVMC 16.04.040 – Permits Required

No person, firm or corporation shall erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any building or structure in the City, or cause same to be done, without first obtaining a separate permit.

Obtain all required permits for fence on front of property or remove.

Ord 5873 (7) Public Nuisance, Zoning Violation: Any violation of Title 19 of this Code.

19.04.040 Zoning Violation:

Group Residential Care Facility: Zoning Code: Prohibits operating Group Residential Care Facility at this Residential Zoned Property. Group Residential Care Facilities may be located in U, R-A, R-E, R-D, R-1, R-CL, R-2, R-3, R-4 and R-5 zoned locations with conditions. (See attached conditions.)

Halfway House: Zoning Code: Prohibits operating halfway house at this Residential Zoned property. Halfway Houses may only be located in R-3, R-4, R-5, C-2 and C-M zonings with a special use permit.

Homeless Shelter: Zoning Code: Prohibits operating Homeless Shelters at this Residential Zoned property. Rescue Missions/Shelters for the Homeless may only be located in C-2, C-M or M Zoned properties with a special use permit.

Transitional Living Group Home: Transitional Living Group Homes may only be located in the following zoned areas (U, R-A, R-E, R-D, R-1, R-CL, R-2, R-3, R-4, R-5) with a special use permit.

19.04.020 Accessory Uses and Structures

B. Particular Accessory Uses: In any residential zoning district, each of the following uses shall be considered an accessory use to the extent described, without being separately listed in the Land Use Tables, provided in each case that the use is incidental to the property's use as a dwelling and does not alter the character of its use as a dwelling of the character permitted in the respective district:

1. The renting of rooms, providing of board, or both, for not more than three unrelated persons, where no care is provided.

Property is not allowed to have more than four unrelated residents at any time. Contact officer to set up appointment time for interior inspection.

Upon correction of this violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain the property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #33 at 229-4917 to supply your current phone number, e-mail address, fax number, or additional mailing address.

As the property owner(s), you will be responsible for all costs incurred to correct this condition. A 15% percent administrative fee shall be added to the costs of the contract price. You will be notified of a public hearing to be conducted by the City Council to review the costs, and their decision shall be final and conclusive. Upon approval of the costs by the City Council, a Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

If you disagree with the assessment of Neighborhood Response, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. An owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance. Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.

It is recommended that you contact the Department of Neighborhood Services, Neighborhood Response Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

Sincerely,



Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

To Whom it may concern. It was brought to my attention by doorknob and not thereof certified mail as shown on your paperwork that their was a time factor 10 days to responed to your posting of your notice I would like you to know in america we do this by the post office your paperwork is not correct thus legal binding if you do not use postal system. Also be advised that all your allications are misleading and it is known fact by several that the way you conduct yourself is not the way your party was intended. on all three so called cases you have are true of address only and not of content. it appears to me that you have used a standard tex that has no merit to what you are trying to convey. I will on this day dissapprove of your alligations and demand a full reveiw by our city counsel I have also requested and outside contractor and obtained several witnesses that will support the way you conduct yourself as a neighborservices agent

Regarding - Case # 50742

Hazel Fredrick

By ORDER OF DEVIN SMITH.

For: Kim Gousse

Ten DAY Vacate Nuisance notice Dated MARCH 21, 2007

also- Case # 50565

Hazel Frederick

For Kim Gousse

Nuisance notice

also - case # 50414

Hazel Fredrick

notice and ORDER To Make Repairs / public nuisance

Residence in Question:

4420 MARK Ave Las Vegas 89108

2232 Valley Dr. Las Vegas 89108

2228 Valley Dr. Las Vegas 89108

Signed

[Signature]

RECEIVED
CITY CLERK

2007 APR -2 A 8:07

RECEIVED
CITY CLERK

2007 MAR 33 A 8:03



April 20, 2007

CERTIFIED & REGULAR MAIL

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN

STEVE WOLFSON

LOIS TARKANIAN

STEVEN D. ROSS

BRENDA J. WILLIAMS
INTERIM

DOUGLAS A. SELBY
CITY MANAGER

Kim C. Gousse
Hazel Fredrick
2232 Valley Drive
Las Vegas, NV 89108-2876

Re: Appeal of the Notice and Order to Comply for property located at 2232 Valley Drive, Case #50565

Dear Ms. Grousse and Mr. Fredrick:

You are hereby notified on behalf of Kim Grousse that a hearing has been scheduled before the Las Vegas City Council at 400 Stewart Avenue, Las Vegas, Nevada on the 2nd day of May 2007, at the hour of 1:00 p.m. This hearing is in response to the Notice of Appeal received by the Las Vegas City Clerk on April 2, 2007, requesting the same, concerning the Notice and Order to Comply for properties located at 2232 Valley Drive.

You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you.

If you have any questions or need further information please do not hesitate to contact Devin Smith, Manager, Neighborhood Response at 229-6615.

Sincerely,

A handwritten signature in cursive script, reading "Beverly K. Bridges".

Beverly K. Bridges, CMC
Acting City Clerk

cc: Stephen Harsin, Director, Neighborhood Services
Devin Smith, Manager, Neighborhood Response
Dan Still, Deputy City Attorney
Karlette Adams, Ward 5 Senior Executive Assistant

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

Cut # 7005 3110 0001 3041 0459



CITY of LAS VEGAS

OFFICE OF THE CITY CLERK
CITY HALL
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101-2986

2007 MAY 18 A 10:59

CERTIFIED MAIL™



7005 3110 0001 3041 0459



Kim C. Gousse
Hazel Fredrick
2232 Valley Drive
Las Vegas, N

W
4/21

NIXIE 891 DE 1 00 05/17/07

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

89101-2986

89101@2986

BC: 89101298699 *0579-22534-20-39



APRIL 24, 2007

DEVIN SMITH, MANAGER,
NEIGHBORHOOD RESPONSE
CITY OF LAS VEGAS

2007 APR 24 P 2:56

RECEIVED
CITY CLERK

RE: LETTER DATED APRIL 20, 2007

HEARING SCHEDULED BEFORE THE LAS VEGAS
CITY COUNCIL ON THE 2ND DAY OF MAY 2007

I WILL BE OUT OF TOWN ON THAT DAY AND
NOT
WILL BE RETURNING UNTIL ON MAY 23RD
2007. I AM HUMBLELY ASKING YOUR OFFICE
TO RESCHEDULE THIS HEARING.

4/6/07

SINCERELY

Hazel Frederick

HAZE FREDERICK

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

EXTENSION OF TIME - REZONING

RESCIND PREVIOUS ACTION - EOT-18956 - APPLICANT/OWNER: WAGNER HOMES, INC. - Request for an Extension of Time of an approved Rezoning (ZON-5488) FROM: U (UNDEVELOPED) [PCD (PLANNED COMMUNITY DEVELOPMENT) GENERAL PLAN DESIGNATION] TO: PD (PLANNED DEVELOPMENT) on 5.00 acres adjacent to the northeast corner of Farm Road and Jensen Street (APN 125-18-201-008), Ward 6 (Ross). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions.

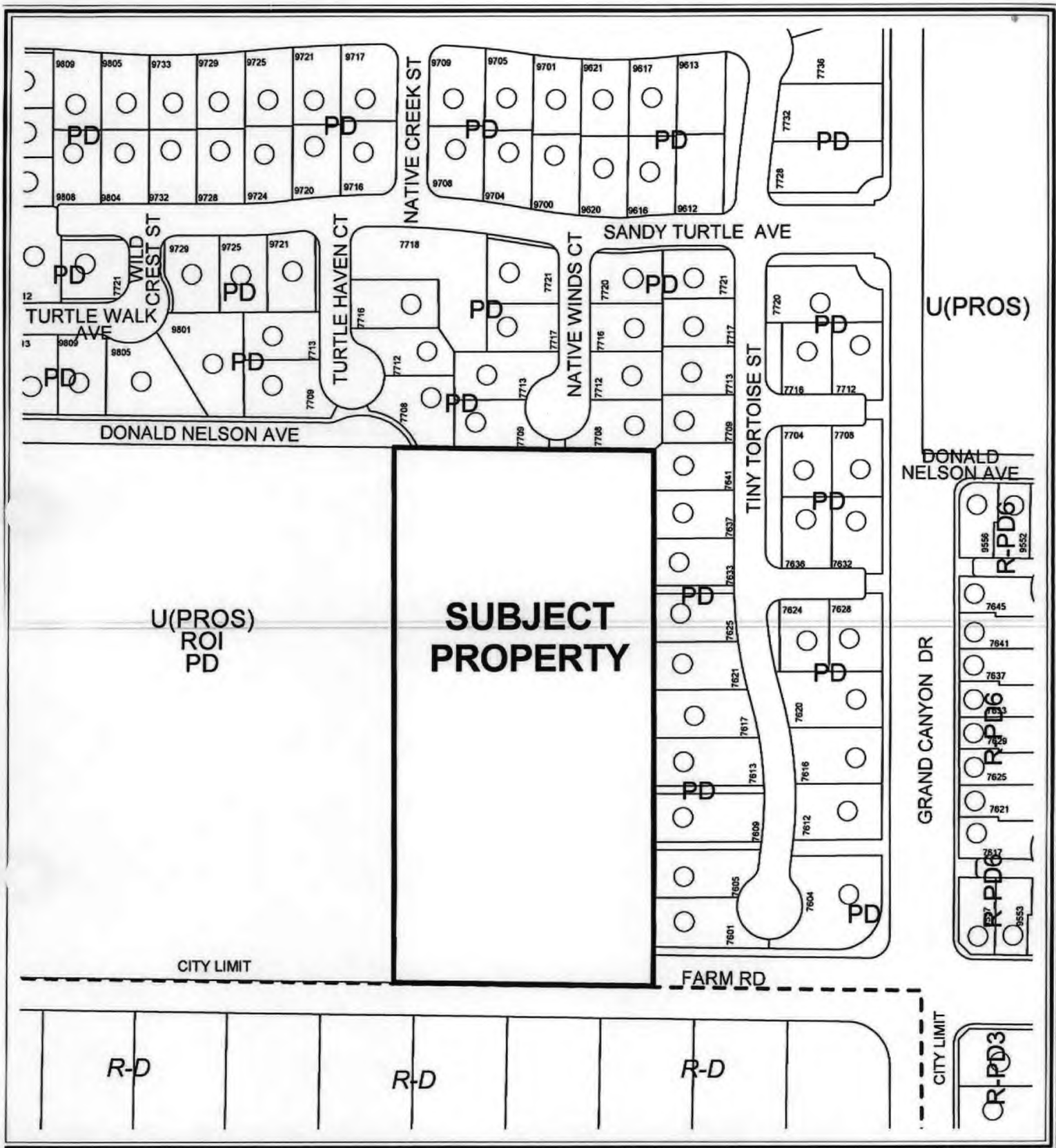
BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council approval letter for ZON-5488

Motion made by STEVEN D. ROSS to Approve Rescission

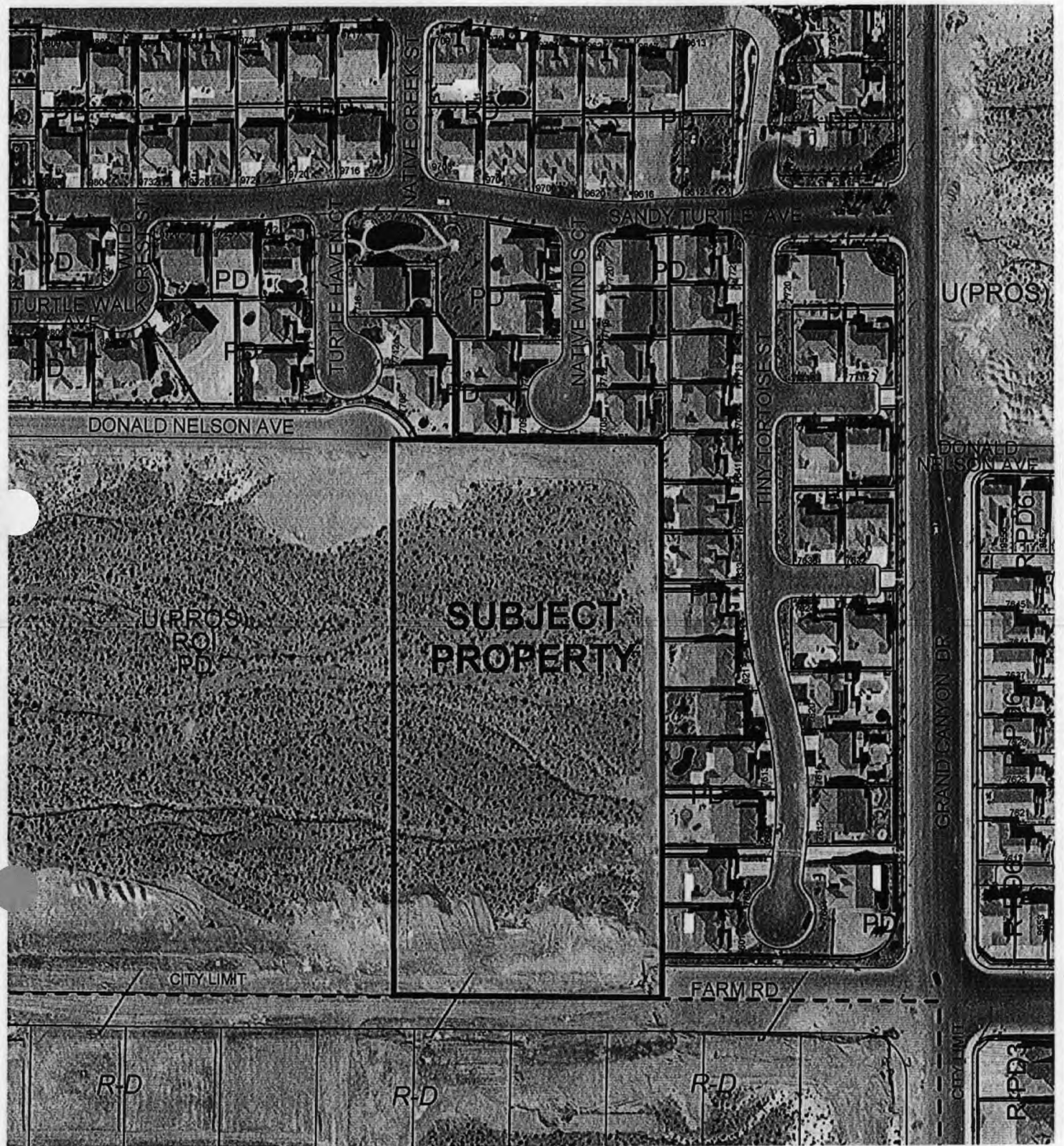
Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)



CASE: EOT-18956

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)



0 400 Feet

CASE: EOT-18956

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)



AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 7, 2007

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: EOT-18956 - APPLICANT/OWNER: WAGNER HOMES, INC.

**** CONDITIONS ****

STAFF RECOMMENDATION: APPROVAL, subject to:

Planning and Development

1. This Extension of Time will expire on January 5, 2009 unless another Extension of Time is approved by the City Council.
2. Conformance to the Conditions of Approval for Rezoning (ZON-5488) and all other subsequent related actions as required by the Planning and Development Department and Department of Public Works.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request for an Extension of Time of an approved Rezoning (ZON-5488) from U (Undeveloped) [PCD (Planned Community Development) General Plan designation] to PD (Planned Development) on 5.00 acres adjacent to the northeast corner of Farm Road and Jensen Street (APN 125-18-201-008).

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
08/18/04	The City Council approved an Annexation [ANX-4437] of property generally located on the north side of Farm Road, 330 feet west of Grand Canyon Drive, containing 5.0 acres (APN: 125-18-201-008). The annexation became effective on 08/27/04.
01/05/05	The City Council approved a Rezoning [ZON-5488] for the reclassification of property from U(PCD) [Undeveloped (Planned Community Development) General Plan Designation] to PD (Planned Development), a Waiver to Title 18.12.160 [WVR-5603] to allow approximately 180 feet between street intersections where 220 feet is the minimum distance separation required and a Site Development Plan Review [SDR-5490] for a 21 lot single family development on 5 acres adjacent to the northeast corner of Farm Road and Jensen Street (APN 125-18-201-008). The Planning Commission and staff recommended approval on 12/02/04.
07/20/05	The City Council approved a Vacation [VAC-6646] that allowed the vacation of a U.S. Government Patent Easements generally located west of Grand Canyon Drive, north of Farm Road. The Planning Commission and staff recommended approval on 06/23/05.
09/07/05	The City Council approved a motion to withdraw without prejudice a Waiver of Title 18.08.110 (C)(3) and Title 18.12.510 (A)(1) [WVR-6606] to permit subdivision perimeter walls with retaining walls to exceed a wall height of seven feet ten inches and providing a minimum four foot wide landscaped horizontal off-set adjacent to the northeast corner of Farm Road and Jensen Road (APN 125-18-201-008). The Planning Commission and staff recommended denial on 07/14/05.
11/03/05	The Planning Commission approved a Tentative Map [TMP-6603] for a 21-lot single family residential subdivision on 5.15 acres adjacent to the northeast corner of Jensen Street and Farm Road (APN 125-18-201-008). Staff recommended approval.
02/07/07	The City Council will consider an Extension of Time [EOT-18957] of an approved Site Development Plan Review (SDR-5490) that allowed a 21-lot single family residential development on 5.0 acres adjacent to the northeast corner of Farm Road and Jensen Street (APN 125-18-201-008). Staff is recommending approval.

Related Building Permits/Business Licenses	
03/15/06	Civil improvement plans [HANSEN Project #12119] were reviewed by the City staff and comments returned to the engineer. No mylars have been submitted for final signatures as of yet.
Pre-Application Meeting	
NONE	A pre-application conference is not required for this type of application.
Neighborhood Meeting	
NONE	A pre-application conference is not required for this type of application.

Details of Application Request	
Site Area	
Gross Acres	5.0

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped	PCD (Planned Community Development)	PD (Planned Development)
North	Single Family Residential Subdivision	PCD (Planned Community Development)	PD (Planned Development)
South	Single Family Residential Subdivision	R (Rural Density Residential)	Clark County
East	Single Family Residential Subdivision	PCD (Planned Community Development)	PD (Planned Development)
West	Undeveloped	PR-OS (Parks/Recreation/Open Space)	U (Undeveloped) [PR-OS (Parks/Recreation/Open Space) General Plan designation] under Resolution of Intent to PD (Planned Development)

Special Districts/Zones	Yes	No	Compliance
Special Area Plan			
Grand Teton Village	X		Y
Special Districts/Zones	Yes	No	Compliance
Special Purpose and Overlay Districts			
PD Planned Development District	X		Y
Trails		X	Y
Rural Preservation Overlay District		X	Y
Development Impact Notification Assessment		X	Y
Project of Regional Significance		X	Y

ANALYSIS

This is the first Extension of Time for the subject Rezoning (ZON-5488), which was approved by the City Council on 01/05/05. A Rezoning is exercised by means of the recordation of a final subdivision map or by the commencement of actual construction. No Final Map has been submitted at this time, as well as no building permits have been issued for the proposed development; however civil improvement plans [HANSEN Project #12119] were reviewed on 03/15/06 and are pending the submittal of mylars for final signatures. The applicant indicates that the Extension of Time is needed so that they may complete the design phase of the project and process their Final Map(s) to recordation.

FINDINGS

Staff supports the subject Extension of Time for the approved Rezoning. The approved Rezoning continues to conform to the use and density classifications of the General Plan, as well as remains consistent with the surrounding area and the pattern of development in the area. In addition the applicant has demonstrated that they are working towards development of the subject site. A condition of approval has been added, which recommends that the extension be allowed for two years or until such time as another Extension of Time application is approved.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

N/A

ASSEMBLY DISTRICT N/A

SENATE DISTRICT N/A

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-18956 APN: 125-18-201-008

Name of Property Owner: Wagner Homes, Inc.

Name of Applicant: Wagner Homes, Inc.

Name of Representative: Frank Navarrete

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: _____

Print Name: Paul Wagner

Subscribed and sworn before me

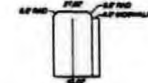
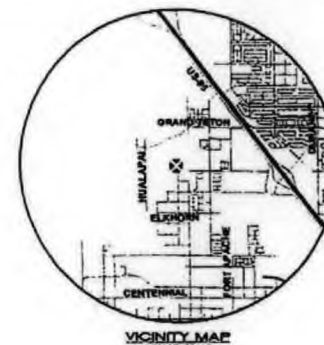
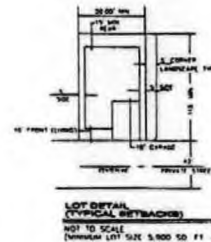
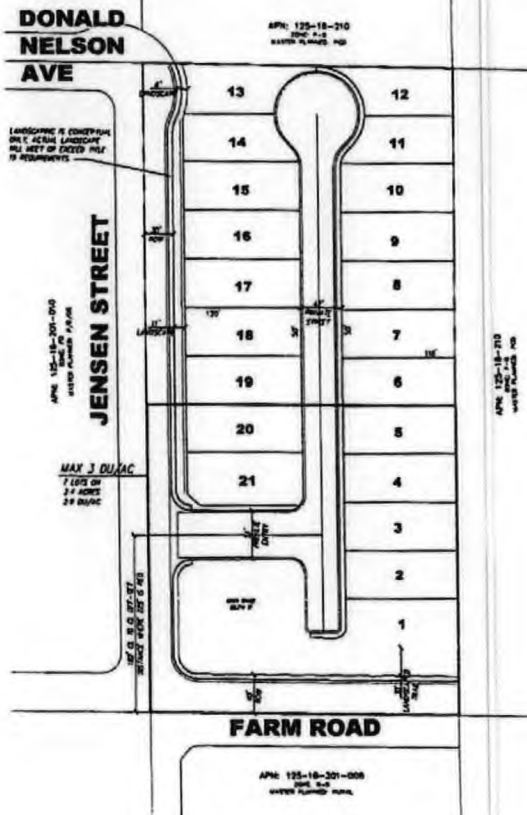
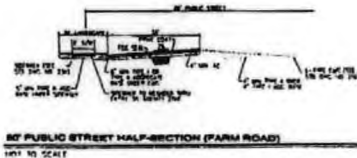
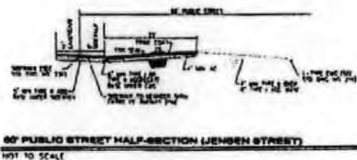
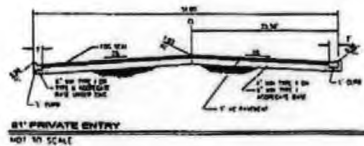
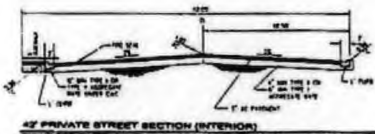
This 22 day of December, 2006

Larae Obenauf

Notary Public in and for said County and State



FARM / GRAND CANYON



DEVELOPER
ALL INVESTMENTS, LLC
6370 W. FLAMINGO RD. #200
LAS VEGAS, NEVADA 89118

OWNER
LAWRENCE LEROUX/DAVID FAULT
PROJECT
8440 DUNEVIEW
LAS VEGAS, NEVADA 89118

ASSESSOR'S PARCEL NUMBER:
125-18-201-008

OVERALL TABULATIONS

EXISTING ZONING	UNZONED
PROPOSED ZONING	P.D.
EXISTING LAND USE	BP
# OF LOTS	21
GROSS AREA	4.86 ACRES +/-
OVERALL DENSITY	42 DUA
OPEN SPACE REQUIRED	6,534 SF
OPEN SPACE PROVIDED	20,314 SF

NOTES

1. THERE ARE NO EXISTING STRUCTURES LOCATED ON THIS SITE
2. ALL LOTS ARE AT PRESENTLY UNIMPROVED LOTS
3. THE BOUNDARY SHOWN HEREON IS FROM RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT THE RESULTS OF AN ACTUAL BOUNDARY SURVEY
4. THIS PLAN IS ILLUSTRATIVE AND IS TO BE USED FOR PLANNING PURPOSES ONLY. NO LIABILITY IS ASSUMED
5. THE PLANNING ANALYSIS REQUIREMENTS WILL BE MET BY TWO LOTS SHOWN AND AVAILABLE ON-STREET PARKING
6. THERE ARE NO UNKNOWN FAULTS OR FISSIONS LOCATED ON-SITE
7. AT THIS TIME THE CDD ARE NOT ANTICIPATED FOR THIS DEVELOPMENT
8. LANDSCAPE EXISTENT AREAS TO BE MAINTAINED BY THE LMA OR HOA
9. DOUBLE FRONTAGE LOTS ALONG PARADEWAY WILL ONLY HAVE ACCESS TO INTERIOR PRIVATE STREETS
10. THIS SITE IS NOT A PART OF A MASTER PLAN DEVELOPMENT
11. LANDSCAPE IS CONCEPTUAL ONLY. ACTUAL LANDSCAPE DEVELOPMENT WILL BE DETERMINED BY THE LMA OR HOA

RECEIVED

NOV 09 2004

ZON-5488
SDR-5490
12-02-04 PC
REVISED 11-09-04

EOT-18956
02-07-07 CC

DECEIVED

DEC 27 2006

ALL INVESTMENTS, LLC ALL INVESTMENTS, LLC 1155 N. VULCAN AVE. #200 LAS VEGAS, NEVADA 89118	
RS CONSULTING, INC. STRATEGIC PLANNING SOLUTIONS 1155 N. VULCAN AVE. #200 LAS VEGAS, NEVADA 89118	
SITE PLAN TO ACCOMPANY SDR / ZC / WAIVER FARM / GRAND CANYON CITY OF LAS VEGAS, NEVADA	
DATE: NOV 14, 2004 DRAWN BY: S. S. S. DESIGNED BY: S. S. S. CHECKED BY: S. S. S. SCALE: 1" = 100' PROJECT NO: 0001 ENGINEERING SEAL	SHEET 1 OF 1 DATE: 11-09-04



CONSULTING ENGINEERS • PLANNERS • SURVEYORS

PROVIDING QUALITY PROFESSIONAL
SERVICES SINCE 1960

December 27, 2006
W.O. 6540-A-1

City of Las Vegas Planning & Development Department
Current Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101

RE: Farm / Jensen - Extension of Time for Zone Change
ZON-5488

On behalf of our client, Wagner Homes, VTN Nevada respectfully submits this letter and application for a 2 year Extension of Time for the above Zone change. The additional time is necessary to complete the design phase for this project and process our final maps to recordation

This site will be developed as a single family residential subdivision located at the Northeast corner of Farm Road and Jensen Street. An Extension of time application is also being filed on related SDR-5490 for this project.

We appreciate your consideration of this application. Should you have any questions please do not hesitate to contact me.

Sincerely,

VTN NEVADA

A handwritten signature in cursive script that reads 'Kathy Dancho'.

Kathy Dancho
Process Coordinator

EOT-18956
02-07-07 CC



051678

6540

*Farm/Jensen
filed By
Others*

January 6, 2005

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYORGARY REESE
MAYOR PRO TEMLARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSONDOUGLAS A. SELBY
CITY MANAGERLawrence Lermusiaux Family Trust, et al
6240 Duneville
Las Vegas, Nevada 89118RE: ZON-5488 - REZONING
CITY COUNCIL MEETING OF JANUARY 5, 2005
Related to WVR-5603 and SDR-5490

Dear Applicant:

The City Council at a regular meeting held January 5, 2005 APPROVED the request for a Rezoning FROM: U (Undeveloped) [PCD (Planned Community Development) General Plan Designation] TO: PD (Planned Development) on 5.00 acres adjacent to the northeast corner of Farm Road and Jensen Street (APN 125-18-201-008). The Notice of Final Action was filed with the Las Vegas City Clerk on January 6, 2005. This approval is subject to:

Planning and Development

1. A Site Development Plan Review (SDR-5490) and a waiver of intersection offset distance (WVR-5603) applications approved by the Planning Commission or City Council prior to issuance of any permits, any site grading, and all development activity for the site.

Public Works

2. Dedicate 40 feet of right-of-way adjacent to this site for Farm Road, 30 feet for Jensen Street, a 20 foot radius at the northeast corner of Farm Road and Jensen Street and an appropriate radius for the completion of the knuckle at the northwest corner of this site.
3. Construct half-street improvements including appropriate overpaving (if legally able) on Farm Road and Jensen Street adjacent to this site concurrent with development of this site. Install all appurtenant underground facilities, if any, adjacent to this site needed for the future traffic signal system concurrent with development of this site. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the northern and western boundaries of this site prior to construction of hard surfacing (asphalt or concrete).
4. Provide a minimum of two lanes of paved, legal access to this site prior to occupancy of any units within this development.

cc:
KFN
Kathy
Planning
file
Kern

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011

TDD 702.386.9108

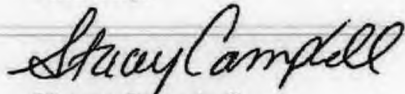
www.lasvegasnevada.gov
18112-001-604EOT-18956
02-07-07 CC

January 6, 2005

Lawrence Lermusiaux Family Trust, et al
ZON-5488 -- Page Two

5. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. In lieu of constructing improvements, in whole or in part, the developer may agree to contribute monies for the construction of neighborhood or local drainage improvements, the amount of such monies shall be determined by the approved Drainage Plan/Study and shall be contributed prior to the issuance of any building or grading permits, or the recordation of a Map subdividing this site, whichever may occur first, if allowed by the City Engineer.

Sincerely,



Stacey Campbell
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Farus Farmanali
ALL Investment, LLC
6370 West Flamingo, Suite #40
Las Vegas, Nevada 89103

EOT-18956
02-07-07 CC

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

EXTENSION OF TIME - REZONING

EOT-18956 - APPLICANT/OWNER: WAGNER HOMES, INC. - Request for an Extension of Time of an approved Rezoning (ZON-5488) FROM: U (UNDEVELOPED) [PCD (PLANNED COMMUNITY DEVELOPMENT) GENERAL PLAN DESIGNATION] TO: PD (PLANNED DEVELOPMENT) on 5.00 acres adjacent to the northeast corner of Farm Road and Jensen Street (APN 125-18-201-008), Ward 6 (Ross). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council approval letter for ZON-5488

Motion made by STEVEN D. ROSS to Approve Subject to Conditions

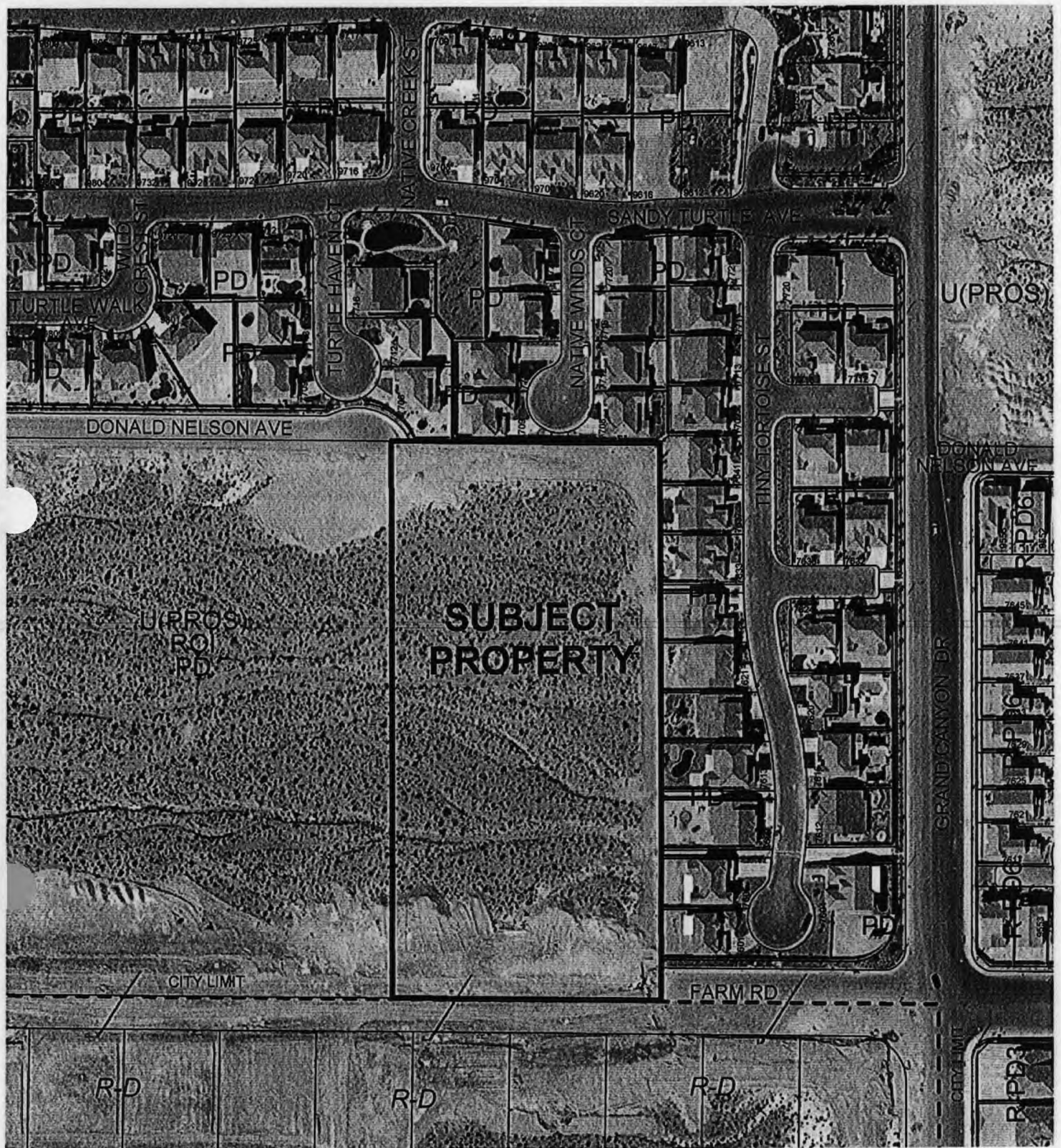
Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

JEFFREY ARMSTRONG appeared on behalf of the applicant and concurred with staff's recommendations.





0 400 Feet

CASE: EOT-18956

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)



AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 2, 2007
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-18956 - APPLICANT/OWNER: WAGNER HOMES, INC.

**** CONDITIONS ****

STAFF RECOMMENDATION: **APPROVAL**, subject to:

Planning and Development

1. This Extension of Time will expire on January 5, 2009 unless another Extension of Time is approved by the City Council.
2. Conformance to the Conditions of Approval for Rezoning (ZON-5488) and all other subsequent related actions as required by the Planning and Development Department and Department of Public Works.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request for an Extension of Time of an approved Rezoning (ZON-5488) from U (Undeveloped) [PCD (Planned Community Development) General Plan designation] to PD (Planned Development) on 5.00 acres adjacent to the northeast corner of Farm Road and Jensen Street (APN 125-18-201-008).

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
08/18/04	The City Council approved an Annexation [ANX-4437] of property generally located on the north side of Farm Road, 330 feet west of Grand Canyon Drive, containing 5.0 acres (APN: 125-18-201-008). The annexation became effective on 08/27/04.
01/05/05	The City Council approved a Rezoning [ZON-5488] for the reclassification of property from U(PCD) [Undeveloped (Planned Community Development) General Plan Designation] to PD (Planned Development), a Waiver to Title 18.12.160 [WVR-5603] to allow approximately 180 feet between street intersections where 220 feet is the minimum distance separation required and a Site Development Plan Review [SDR-5490] for a 21 lot single family development on 5 acres adjacent to the northeast corner of Farm Road and Jensen Street (APN 125-18-201-008). The Planning Commission and staff recommended approval on 12/02/04.
07/20/05	The City Council approved a Vacation [VAC-6646] that allowed the vacation of a U.S. Government Patent Easements generally located west of Grand Canyon Drive, north of Farm Road. The Planning Commission and staff recommended approval on 06/23/05.
09/07/05	The City Council approved a motion to withdraw without prejudice a Waiver of Title 18.08.110 (C)(3) and Title 18.12.510 (A)(1) [WVR-6606] to permit subdivision perimeter walls with retaining walls to exceed a wall height of seven feet ten inches and providing a minimum four foot wide landscaped horizontal off-set adjacent to the northeast corner of Farm Road and Jensen Road (APN 125-18-201-008). The Planning Commission and staff recommended denial on 07/14/05.
11/03/05	The Planning Commission approved a Tentative Map [TMP-6603] for a 21-lot single family residential subdivision on 5.15 acres adjacent to the northeast corner of Jensen Street and Farm Road (APN 125-18-201-008). Staff recommended approval.
02/07/07	The City Council will consider an Extension of Time [EOT-18957] of an approved Site Development Plan Review (SDR-5490) that allowed a 21-lot single family residential development on 5.0 acres adjacent to the northeast corner of Farm Road and Jensen Street (APN 125-18-201-008). Staff is recommending approval.

Related Building Permits/Business Licenses	
03/15/06	Civil improvement plans [HANSEN Project #12119] were reviewed by the City staff and comments returned to the engineer. No mylars have been submitted for final signatures as of yet.
Pre-Application Meeting	
NONE	A pre-application conference is not required for this type of application.
Neighborhood Meeting	
NONE	A pre-application conference is not required for this type of application.

Details of Application Request	
Site Area	
Gross Acres	5.0

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped	PCD (Planned Community Development)	PD (Planned Development)
North	Single Family Residential Subdivision	PCD (Planned Community Development)	PD (Planned Development)
South	Single Family Residential Subdivision	R (Rural Density Residential)	Clark County
East	Single Family Residential Subdivision	PCD (Planned Community Development)	PD (Planned Development)
West	Undeveloped	PR-OS (Parks/Recreation/Open Space)	U (Undeveloped) [PR-OS (Parks/Recreation/Open Space) General Plan designation] under Resolution of Intent to PD (Planned Development)

Special Districts/Zones	Yes	No	Compliance
Special Area Plan			
Grand Teton Village	X		Y
Special Districts/Zones	Yes	No	Compliance
Special Purpose and Overlay Districts			
PD Planned Development District	X		Y
Trails		X	Y
Rural Preservation Overlay District		X	Y
Development Impact Notification Assessment		X	Y
Project of Regional Significance		X	Y

ANALYSIS

This is the first Extension of Time for the subject Rezoning (ZON-5488), which was approved by the City Council on 01/05/05. A Rezoning is exercised by means of the recordation of a final subdivision map or by the commencement of actual construction. No Final Map has been submitted at this time, as well as no building permits have been issued for the proposed development; however civil improvement plans [HANSEN Project #12119] were reviewed on 03/15/06 and are pending the submittal of mylars for final signatures. The applicant indicates that the Extension of Time is needed so that they may complete the design phase of the project and process their Final Map(s) to recordation.

FINDINGS

Staff supports the subject Extension of Time for the approved Rezoning. The approved Rezoning continues to conform to the use and density classifications of the General Plan, as well as remains consistent with the surrounding area and the pattern of development in the area. In addition the applicant has demonstrated that they are working towards development of the subject site. A condition of approval has been added, which recommends that the extension be allowed for two years or until such time as another Extension of Time application is approved.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

N/A

ASSEMBLY DISTRICT N/A

SENATE DISTRICT N/A

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-18956 APN: 125-18-201-008

Name of Property Owner: Wagner Homes, Inc.

Name of Applicant: Wagner Homes, Inc.

Name of Representative: Frank Navarrete

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: 

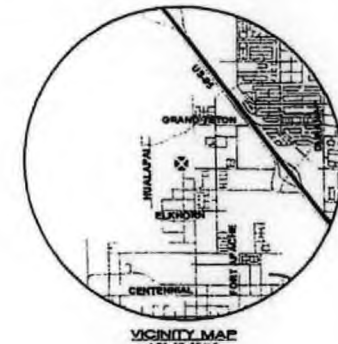
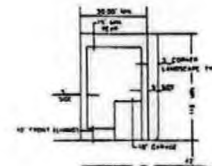
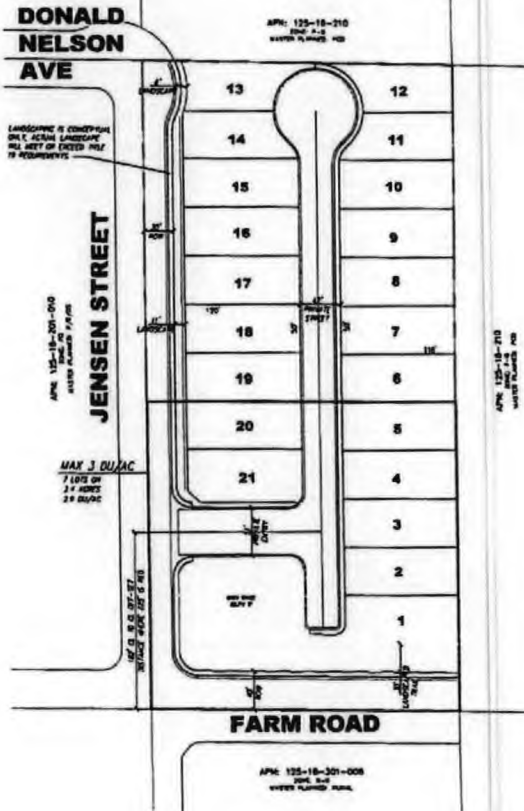
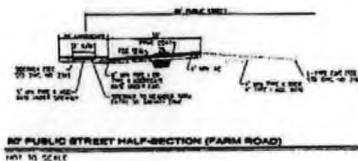
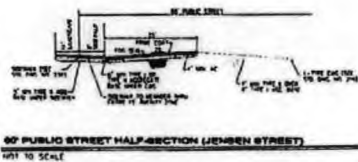
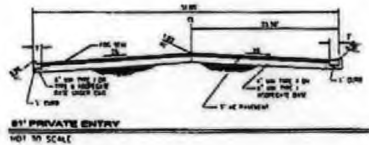
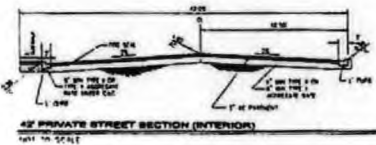
Print Name: Paul Wagner

Subscribed and sworn before me

This 22 day of December, 2006
Larae Obenauf
Notary Public in and for said County and State



FARM / GRAND CANYON



TYPICAL 42' STRIP
NOT GREATER THAN 150' IN LENGTH

DEVELOPER
ALL INVESTMENTS, LLC
4370 N. FLAMINGO RD. # 40
LAS VEGAS, NEVADA 89102

OWNER
LAWRENCE LEMMAHUA FAMILY
TRUST
8000 BUNDELMER
LAS VEGAS, NEVADA 89118

ASSESSOR'S PARCEL
NUMBER:
125-18-201-008

OVERALL TABULATIONS

EXISTING ZONING	APN: 125-18-210
PROPOSED ZONING	P-1
EXISTING LAND USE	DR
# OF LOTS	21
GROSS AREA	4.94 ACRES +/-
OVERALL DENSITY	2.2 DUA
OPEN SPACE REQUIRED	6,534 SF
OPEN SPACE PROVIDED	20,314 SF

NOTES

1. THERE ARE NO EXISTING STRUCTURES LOCATED ON THIS SITE
2. ALL LOTS ARE 42' PRIVATELY MAINTAINED PLOTS
3. THE BOUNDARY LINES HEREON ARE FROM RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT THE RESULTS OF AN ACTUAL BOUNDARY SURVEY
4. THIS PLAN IS ILLUSTRATIVE AND IS TO BE USED FOR PLANNING PURPOSES ONLY. NO LIABILITY IS ASSIGNED
5. THE PARKING REQUIREMENTS WILL BE SET BY TWO CAR GARAGE AND AVAILABLE ON-STREET PARKING
6. THERE ARE NO PROPOSED FAULTS OR PRESSURES LOCATED ON-SITE
7. AT THIS TIME THE CC&R'S ARE NOT ANTICIPATED FOR THIS DEVELOPMENT
8. LANDSCAPE (TREES) ARE TO BE MAINTAINED BY THE LHA OR HOA
9. OVERALL PARALLEL LOTS ALONG PARALLEL WILL ONLY HAVE ACCESS TO INTERIOR PRIVATE STREETS
10. THIS SITE IS NOT A PART OF A MASTER PLAN DEVELOPMENT
11. LANDSCAPING IS CONCEPTUAL ONLY. ACTUAL LANDSCAPING

THIS PLAN WAS PREPARED USING RECORD INFORMATION. IT IS ILLUSTRATIVE AND IS TO BE USED FOR PLANNING PURPOSES ONLY. NO LIABILITY IS ASSIGNED.

ALL INVESTMENTS, LLC 4370 N. FLAMINGO RD. # 40 LAS VEGAS, NEVADA 89102	
RS CONSULTING, INC. STRATEGIC PLANNING SOLUTIONS 7750 McLean Avenue, Suite 100, Las Vegas, NV 89129 Phone: 702-841-7700	
SITE PLAN TO ACCOMPANY SDR / ZC / WAIVER	FARM / GRAND CANYON CITY OF LAS VEGAS, NEVADA
SHEET 1	DATE: NOVEMBER 16, 2004 DRAWN BY: B. LUTER DESIGNED BY: B. LUTER CHECKED BY: B. LUTER SCALE: 1" = 40' PROJECT NO: 0001 ENGINEERING SEAL

RECEIVED
NOV 09 2004

ZON-5488
SDR-5490
12-02-04 PC
REVISED 11-09-04

EOT-18956
02-07-07 CC

DECEIVED
DEC 27 2006



CONSULTING ENGINEERS • PLANNERS • SURVEYORS

PROVIDING QUALITY PROFESSIONAL
SERVICES SINCE 1960

December 27, 2006
W.O. 6540-A-1

City of Las Vegas Planning & Development Department
Current Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101

RE: Farm / Jensen - Extension of Time for Zone Change
ZON-5488

On behalf of our client, Wagner Homes, VTN Nevada respectfully submits this letter and application for a 2 year Extension of Time for the above Zone change. The additional time is necessary to complete the design phase for this project and process our final maps to recordation

This site will be developed as a single family residential subdivision located at the Northeast corner of Farm Road and Jensen Street. An Extension of time application is also being filed on related SDR-5490 for this project.

We appreciate your consideration of this application. Should you have any questions please do not hesitate to contact me.

Sincerely,

VTN NEVADA

A handwritten signature in cursive script that reads 'Kathy Dancho'.

Kathy Dancho
Process Coordinator

EOT-18956
02-07-07 CC



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER



051678

January 6, 2005

Lawrence Lermusiaux Family Trust, et al
6240 Duneville
Las Vegas, Nevada 89118

RE: ZON-5488 - REZONING
CITY COUNCIL MEETING OF JANUARY 5, 2005
Related to WVR-5603 and SDR-5490

Dear Applicant:

The City Council at a regular meeting held January 5, 2005 APPROVED the request for a Rezoning FROM: U (Undeveloped) [PCD (Planned Community Development) General Plan Designation] TO: PD (Planned Development) on 5.00 acres adjacent to the northeast corner of Farm Road and Jensen Street (APN 125-18-201-008). The Notice of Final Action was filed with the Las Vegas City Clerk on January 6, 2005. This approval is subject to:

Planning and Development

1. A Site Development Plan Review (SDR-5490) and a waiver of intersection offset distance (WVR-5603) applications approved by the Planning Commission or City Council prior to issuance of any permits, any site grading, and all development activity for the site.

Public Works

2. Dedicate 40 feet of right-of-way adjacent to this site for Farm Road, 30 feet for Jensen Street, a 20 foot radius at the northeast corner of Farm Road and Jensen Street and an appropriate radius for the completion of the knuckle at the northwest corner of this site.
3. Construct half-street improvements including appropriate overpaving (if legally able) on Farm Road and Jensen Street adjacent to this site concurrent with development of this site. Install all appurtenant underground facilities, if any, adjacent to this site needed for the future traffic signal system concurrent with development of this site. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the northern and western boundaries of this site prior to construction of hard surfacing (asphalt or concrete).
4. Provide a minimum of two lanes of paved, legal access to this site prior to occupancy of any units within this development.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011

TDD 702.386.9108

www.lasvegasnevada.gov
18112-001-604

EOT-18956
02-07-07 CC

6540

Farm/Jensen
filed By
Others

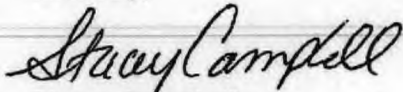
CC:
KFN
Kathy
Planning
file
Vern

January 6, 2005

Lawrence Lermusiaux Family Trust, et al
ZON-5488 -- Page Two

5. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. In lieu of constructing improvements, in whole or in part, the developer may agree to contribute monies for the construction of neighborhood or local drainage improvements, the amount of such monies shall be determined by the approved Drainage Plan/Study and shall be contributed prior to the issuance of any building or grading permits, or the recordation of a Map subdividing this site, whichever may occur first, if allowed by the City Engineer.

Sincerely,



Stacey Campbell
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Farus Farmanali
ALL Investment, LLC
6370 West Flamingo, Suite #40
Las Vegas, Nevada 89103

EOT-18956
02-07-07 CC

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 2, 2007

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

WATER FEATURE EXEMPTION

DIR-20627 - APPLICANT/OWNER: MEYERS FAMILY AGREEMENT OF TRUST - Request TO ALLOW THE OPERATION OF A WATER FEATURE WHICH TOTALS 42 SQUARE FEET at an existing single family residence on 0.43 acres at 10116 Summit Canyon Drive (APN 137-36-615-026), Ward 2 (Wolfson). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter

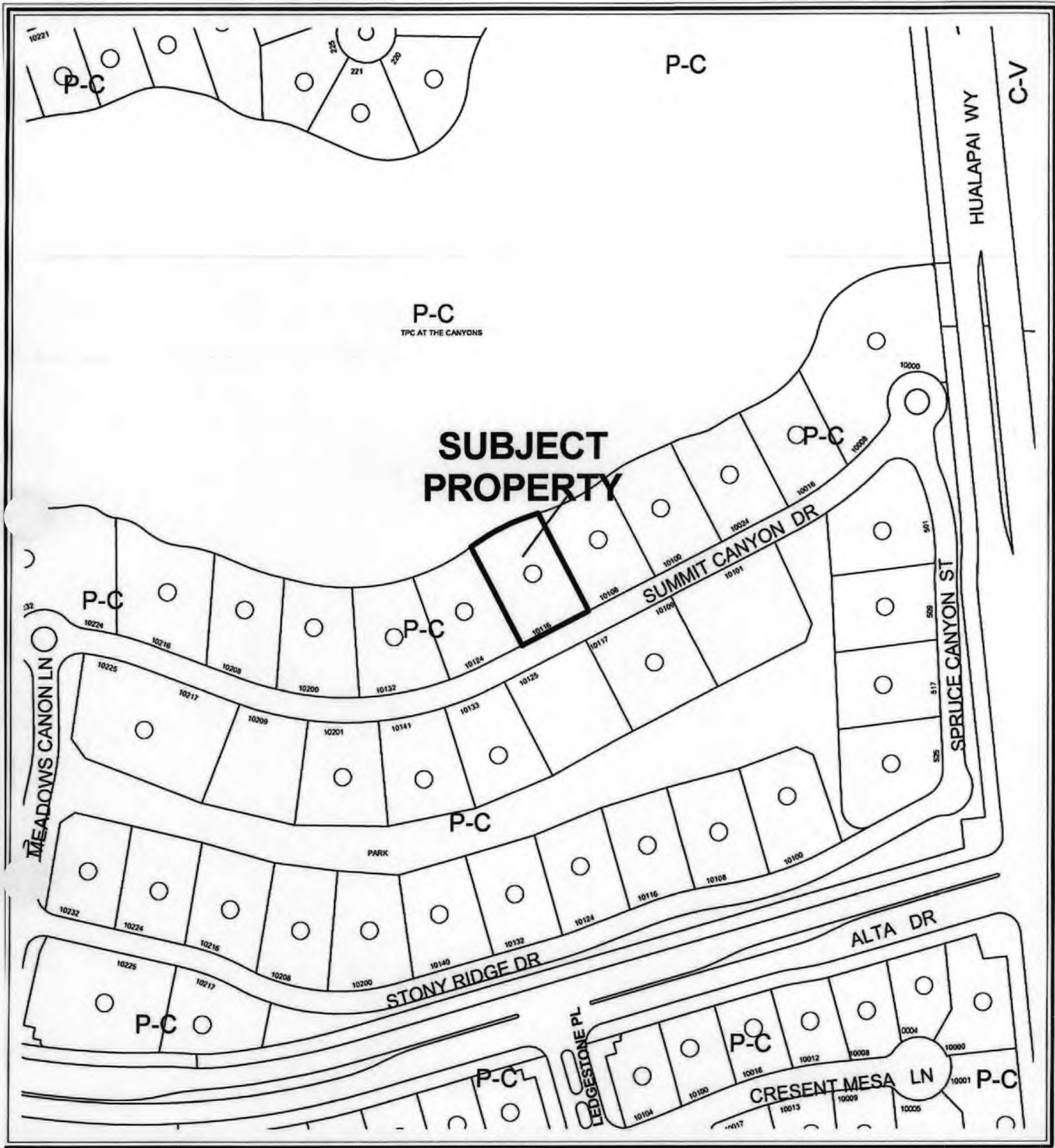
Motion made by STEVE WOLFSON to Approve Subject to Conditions

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0
BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

Minutes:

DUANE PREVOST appeared on behalf of the applicant and requested approval.

COUNCILMAN WOLFSON indicated the water feature is located in the front entrance of the home, and the landscape is not designed to include a lawn.



CASE: DIR-20627

03060 Feet



CASE: DIR-20627

03060 Feet
[Scale bar]



AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 2, 2007
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: DIR-20627 - APPLICANT/OWNER: MILTON AND PHYLLIS MEYERS

**** CONDITIONS ****

STAFF RECOMMENDATION: **APPROVAL**, subject to:

Planning and Development

1. The applicant shall pay a fee to the City through the Planning and Development Department of \$420.00 to operate the Water Feature through 12/31/07. This fee shall be paid within 30 days of approval of this application. For subsequent years in which Drought Watch or Drought Alert is declared, an annual fee of \$250.00 shall be paid.
2. The applicant shall post a sign at the Water Feature to indicate an exemption has been received allowing its operation.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request to allow the operation of a water feature which totals 42 square feet at an existing single family residence on 0.43 acres at 10116 Summit Canyon Drive. The activation of this Water Feature will not place an undue hardship on the Southern Nevada Water Authority or the City of Las Vegas. The applicant shall be in compliance with Title 14 regarding Water Features. Approval of this request is recommended.

ANALYSIS

The applicant is requesting to activate a 42 square-foot Water Feature near the entrance to their residence. Under current drought conditions a maximum of 25 square feet is permitted without receiving an exemption. This Water Feature exceeds the maximum permissible area by 17 square feet.

Per Title 14.11.190 an initial fee of \$10 per square-foot of surface area shall be applied to the subject water feature. The initial fee shall be paid within 30 days of approval of this application. Additionally, an annual renewal fee of \$250 shall be applied. Per Title 14.11.190 an annual renewal fee is due in years when either a Drought Watch or Drought Alert has been declared. For applications approved in the first six months of the calendar year, the annual renewal fee shall be due at the beginning of the next succeeding calendar year. In this case that due date is January 1st, 2008, if Drought Watch or Drought Alert is declared.

It is also noted that in order to inform the public that an exemption has been received for the subject Water Feature, the applicant shall post a sign adjacent to the subject Water Feature as such.

FINDINGS

The activation of the 42 square-foot Water Feature will not place an undue hardship on the Southern Nevada Water Authority or the City of Las Vegas. The applicant shall be in compliance with Title 14 regarding Water Features. Approval of this request is recommended.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT N/A

SENATE DISTRICT N/A

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: DIR-20627 APN: 137-36-615-026

Name of Property Owner: Mr. & Mrs. MEYERS

Name of Applicant: Mr. & Mrs. Meyers

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

 X 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: _____

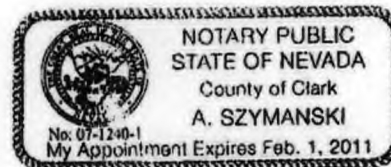
Signature of Property Owner/Authorized Agent: Quam V. Prince

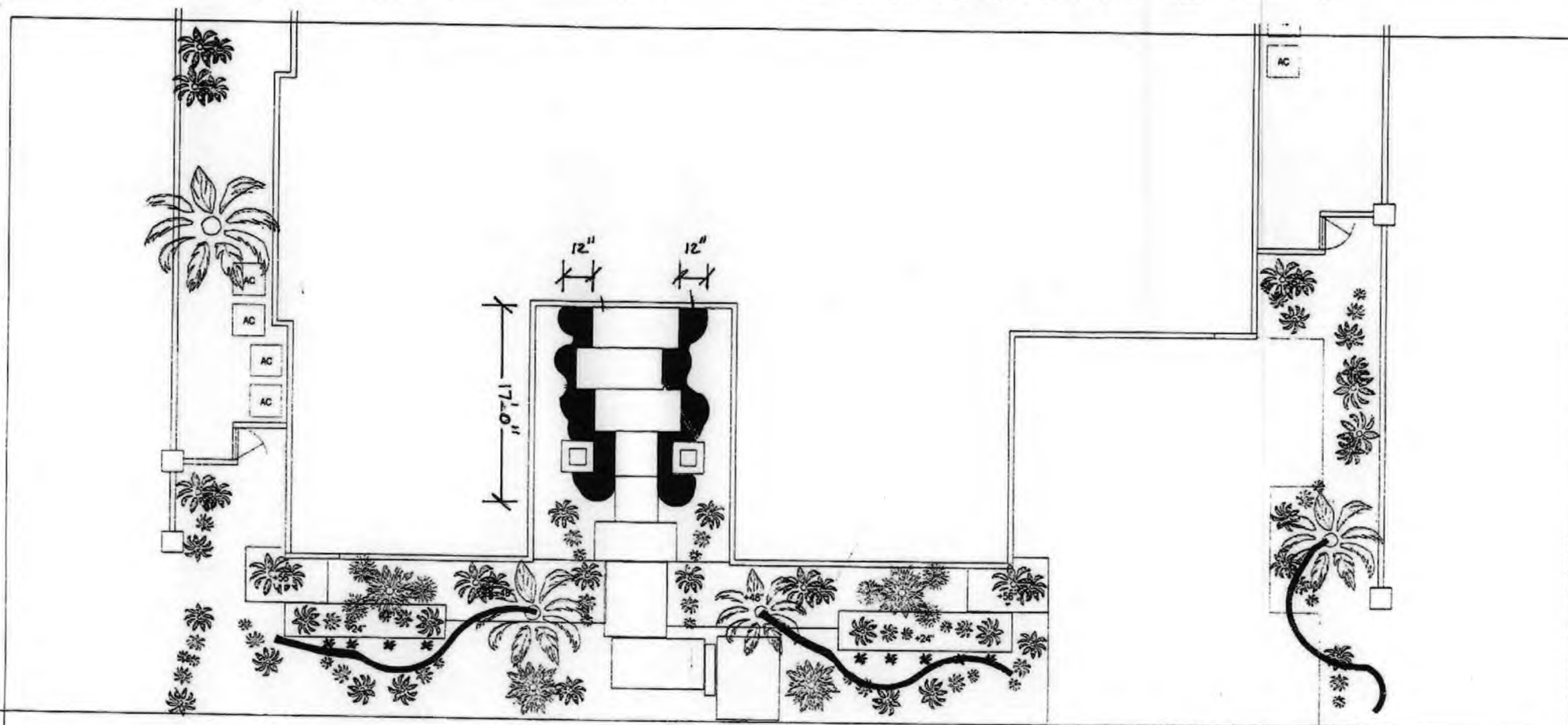
Print Name: Duane V. Prevost

Subscribed and sworn before me

This 23rd day of March, 2007

Notary Public in and for said County and State





MEYERS RESIDENCE

Front Landscape & Water Feature

DIR-20627
05-02-07 CC

MAR 19 2007

Ozzie Kraft
Enterprises
Inc.

702-878-4208 FAX 702-878-2058
State of Nevada Cert. Lic. #16
9546A-10, S2221C-5, S2083C-1
THIS DESIGN REMAINS THE SOLE
PROPERTY OF OZZIE KRAFT ENT.
ANY OTHER USE IS PROHIBITED

SCALE - 1/8" = 1'

©Copyright O.K.E. 2008



March 13, 2007

Mr. & Mrs. Meyers
10116 Summit Canyon Drive
Las Vegas, NV 89144

Planning & Development Dept.
City of Las Vegas

To Whom It May Concern:

We would like to make use of the 42 square foot recirculation water feature at the entrance to our home. The current drought alert allows the use of 25 square feet so this water feature exceeds the current allowance by 17 sq. ft. The water feature was designed during the drought watch which allows 200 sq. ft. Approximately 80 % of the water feature is covered by the front entrance with the collection ponds being the only part not covered. Our landscaping is designed with no lawn at all. Our LVVWD account number is 1958442962.

If there are any other questions we can answer please call Duane @ 371-5476

Sincerely

Duane V. Prevost
Brentwood Development Inc

DIR-20627
05-02-07 CC

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 2, 2007**DEPARTMENT: PLANNING & DEVELOPMENT****DIRECTOR: M. MARGO WHEELER**☐ Consent ☒ Discussion**SUBJECT:**

VARIANCE

VAR-19098 – ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: KRYFAM, LP - Request for a Variance TO ALLOW 74 PARKING SPACES WHERE 87 SPACES ARE REQUIRED on 1.83 acres at the southwest corner of Tenaya Way and Sky Pointe Drive (APN 125-27-410-004), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (4-1-1 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

1

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (4-1-1 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Revised Site Plan dated 03-19-2007
6. Protest letter from K. Singh
7. Submitted after final agenda – Revised plans for Items 73, 75 and 76 submitted by Staff
8. Backup referenced from the 02-22-07 Planning Commission Meeting Item 29

Motion made by GARY REESE to Hold in Abeyance Items 79 and 83 to 5/16/2007; Items 67-69, 80-82 and 85 to 6/6/2007; Strike Item 66 and Withdraw Without Prejudice Item 73

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)



AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 2, 2007
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAR-19098 - APPLICANT/OWNER: KRYFAM, LP

THIS ITEM WAS HELD IN ABEYANCE FROM THE APRIL 18, 2007 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

**** CONDITIONS ****

Staff recommends DENIAL. The Planning Commission (4-1/sd-1/rt vote) recommends APPROVAL, subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-19100) and Site Development Plan Review (SDR-19097) shall be required.
2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request for a Variance to allow 74 parking spaces where 87 spaces are required on 1.83 acres at the southwest corner of Tenaya Way and Sky Pointe Drive.

The request does not meet the criteria for the approval of variances, as the hardship is self-created and the applicant could revise the development plan in order to comply with parking requirements.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
12/07/98	The City Council approved a rezoning (Z-76-98) of this site to TC (Towncenter) as part of a larger overall request.
02/22/07	The Planning Commission recommended approval of companion items VAR-19447, SUP-19100 and SDR-19097 concurrently with this application. The Planning Commission voted 4-1/sd-1/rt to recommend APPROVAL (PC Agenda Item #29/ar).
<i>Pre-Application Meeting</i>	
12/12/06	The applicant was informed that this proposal would require a waiver of the Towncenter standard which requires a minimum 330 foot separation between a hotel and any detached single-family dwelling.
<i>Neighborhood Meeting</i>	
02/12/07	A neighborhood meeting was held at the Cimarron Rose Community Center, located at 5591 North Cimarron Road.

<i>Details of Application Request</i>	
<i>Site Area</i>	
Gross Acres	1.83 acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped	TC (Towncenter)	TC-SC (Towncenter Service Commercial)
North	Convenience store	TC (Towncenter)	TC-SC (Towncenter Service Commercial)
South	Ann Road	Ann Road	Ann Road
East	Convenience store	TC (Towncenter)	TC-SC (Towncenter Service Commercial)
West	Tavern	TC (Towncenter)	TC-SC (Towncenter Service Commercial)

<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Area Plan			
T-C Town Center District	X		N

The proposed hotel does not comply with the Towncenter standards because it is located within 330 feet of single family detached development (considered within SUP-19100) and because it proposes a four story structure where two stories is the maximum permitted (considered within VAR-19447).

DEVELOPMENT STANDARDS

Per the Towncenter Development Standards Manual:

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
Use	Gross Floor Area or Number of Units	Required			Provided		Compliance
		Parking Ratio	Parking		Parking		
			Regular	Handi-capped	Regular	Handi-capped	
Hotel	87 rooms	1 space per room	87 spaces	4 spaces	74 spaces	4 spaces	N*
TOTAL			87 spaces	4 spaces	74 spaces	4 spaces	
Loading Spaces			1 space		1 space		Y
Percent Deviation					15 %		

Because there is no hardship associated with this variance, staff is recommending denial.

ANALYSIS

This site is currently undeveloped. The applicant proposes to develop a four story, 87 room hotel in the south portion of the site. Per the Zoning Code, a hotel of this size requires 87 parking spaces. A total of 74 spaces are provided in a parking lot located north of the hotel. The applicant has submitted a variance (VAR-19098) to address this deficiency. Staff finds there is no hardship associated with the site and is unable to support this variance.

FINDINGS

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature.”

Additionally, Title 19.18.070L states:

“Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution.”

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by not providing the required number of parking spaces for the existing and proposed uses. The provision of additional parking spaces or a change in the development plan would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site’s physical characteristics, it is concluded that the applicant’s hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

13

ASSEMBLY DISTRICT 13

SENATE DISTRICT 9

NOTICES MAILED 375 by City Clerk

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-19098** APN: 125-27-410-004

Name of Property Owner: KRFAM LP

Name of Applicant: Nigro Development

Name of Representative: Brad Jones

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: _____

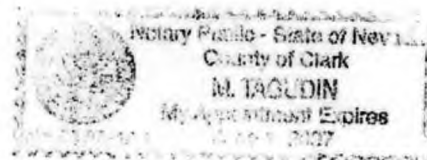
Signature of Property Owner: _____

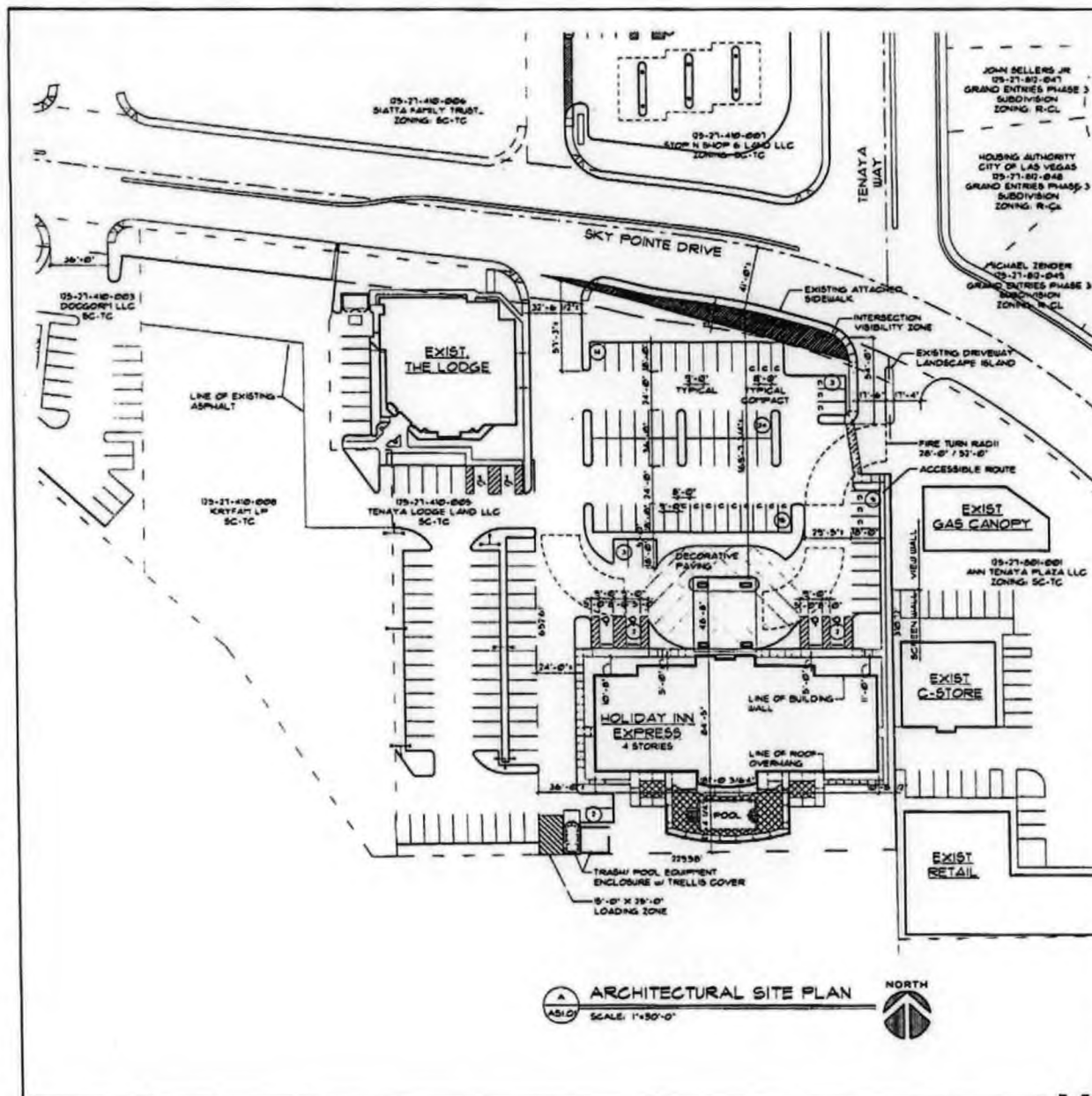
Print Name: Wayne Kryzner

Subscribed and sworn before me

This 4 day of January, 2007

M. Tagudin
Notary Public in and for said County and State





PROJECT DATA:

ASSESSORS PARCEL NUMBER:	05-21-410-004
SITE AREA:	79,150 SF (1.82 ACRES)
CURRENT ZONING:	SC-TC
REQUIRED:	PROVIDED:
FRONT: 5'-0"	15'-0"
SIDE: 5'-0"	15'-0"
REAR: 20'-0"	41'-4"
RESIDENTIAL ZONE BOUNDARY:	N/A
BUILDING AREA:	0,450 SF
1st FLOOR:	0,450 SF
2nd, 3rd & 4th FLOORS (each floor):	1,075 SF
PORTS COCHERE:	50,475 SF
TOTAL BUILDING AREA:	14,334 SF
LOT COVERAGE:	18%
PARKING CALCULATIONS:	81 SPACES
REQUIRED:	74 SPACES
PROVIDED:	81 SPACES
INCLUDING 18 (18%) COMPACT SPACES (8' x 12')	
INCLUDING 4 HANDICAP SPACES (1 VAN, 3 REGULAR)	
PLUS 1 LOADING ZONE (12' x 25')	

ROOM COUNT

	KIND/DBL	ACC	TOT	DBL	DBL	ACC	TOTAL
	QUEEN	QUEEN	SUITE	QUEEN	SUITE	KING	
4th FLOOR	11	5	1	1	1	1	25
3rd FLOOR	11	5	1	1	1	1	25
2nd FLOOR	10	4	1	1	1	1	23
1st FLOOR	5	3	1	0	1	1	14
TOTAL	35	17	4	3	4	4	81

PROJECT LOCATION:



GENERAL NOTES:

- SEE LANDSCAPE DRAWINGS FOR LANDSCAPING INFORMATION.
- SEE CIVIL DRAWINGS FOR ALL SITE LAYOUT DIMENSIONS, CURBS, GUTTERS, AND PLANTERS.
- SEE CIVIL, PLUMBING, AND ELECTRICAL DRAWINGS FOR UTILITY LINES.
- SEE CIVIL DRAWINGS FOR ALL GRADING AND DRAINAGE INFORMATION.
- SITE LAYOUT IS TO BE COORDINATED WITH CIVIL DRAWINGS. IF DISCREPANCIES EXIST, THE CIVIL DRAWINGS SHALL TAKE PRECEDENCE OVER THIS DRAWING. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES.
- ALL SITE CONCRETE SHALL RECEIVE WEAKENED PLAN JOINTS AT 5'-0" O.C. AND TOOLED JOINTS AT 5'-0" O.C.
- ALL CONCRETE WALKS, LANDINGS, ETC. SHALL RECEIVE LIGHT BROOM FINISH.
- SLOPE ALL PLANTER AREAS AWAY FROM BUILDING 2% MINIMUM.
- SLOPE ALONG ACCESSIBLE ROUTE WILL NOT EXCEED 5% IN DIRECTION OF TRAVEL AND 2% CROSS SLOPE.
- BUILDING AND SITE SIGNAGE SHALL BE IN ACCORDANCE WITH AN APPROVED SIGN PACKAGE TO BE UNDER REVIEW.

pacific design concepts, llc
3005 W. Horizon Ridge Parkway, Suite 2100
Las Vegas, NV 89135
(702) 484-5842 Fax (702) 484-7842

3rd CORNER OF
HOLIDAY INN
EXPRESS
LAS VEGAS, NV

ARCHITECTURAL
SITE PLAN
SIP, SDR, VAR SUBMITTAL

AS1.01

VAR-19098
02/22/07 PC

RECEIVED

JAN 08 2007

pacific design concepts, llc

PDC

3005 w. horizon ridge pkwy., #200, henderson, nv 89052 (702) 454-5842 fax (702) 454-7842

January 4, 2007

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

**RE: HOLIDAY INN EXPRESS
PROJECT NO: 06-180
JUSTIFICATION LETTER
APN #125-27-410-004**

To Whom It May Concern:

We are requesting a Special Use Permit, Site Development Review, Waiver of Development Standards and Variance to allow a Hotel use in a SC-TC (Service Commercial – Town Center) Zone.

The current zoning of this property, Service Commercial, allows a hotel with a Special Use Permit therefore the current zoning is appropriate. The project is bounded on the North, East and West by same zone designation properties. These are developed with a Convenience Store with gas pumps on the North across Sky Point, a Convenience Store w/ gas pumps and a Retail Building on the East, and a Tavern on the West. The South is bounded by the Ann Road/ US-95 Interchange. The Northeast corner of Sky Point Drive and Tenaya Way is the back of a Residential Development, the Grand Entries Subdivision.

We are requesting a Waiver of Development Standard to reduce the required 330' separation from a residential development. This project is a non-gaming, non-dining, non-entertaining hotel. The only food service for this hotel will be to provide a continental style breakfast meal for its guests. The intent of this hotel is to serve the local residential community, and the family and friends who visit who wish to stay closer to the family than to the entertaining portion of the city.

The front parking encroaches into the 15' landscape setback by less than twelve inches for a width of approximately three feet. This encroachment is allowed by the Town Center Development Standards Manual in Section D.2.B.8.c. so no waiver is required for this minor encroachment.

We are also requesting a Variance for the quantity of required "on-site" parking spaces. The hotel requires 87 parking spaces. Due to the slender nature of this site we are able to provide a total of 74 spaces. These spaces are a combination of standard, compact and accessible space as permitted by the Development Standards. We are requesting a reduction of 13 spaces which is 14.9%. We feel that by the nature of the non-gaming, non-entertaining hotel and the cross access of the properties to the East and West the reduction shall not have an adverse affect on the roadways or local community.

We feel that the proposed 87 room Hotel is well suited for the neighborhood. The design features a combination of cement plaster finish and stone veneer with a hip roof. The building has a residential feel and will blend nicely with the adjacent Tavern.

**VAR-19098
02/22/07 PC**

We respectfully request the City of Las Vegas grant approval for this project as shown on the accompanying plans. We ask that this submittal be used for approval of the Site Development Review.

Thank you for your consideration in this matter. Should you have any further questions or require additional information please call our office.

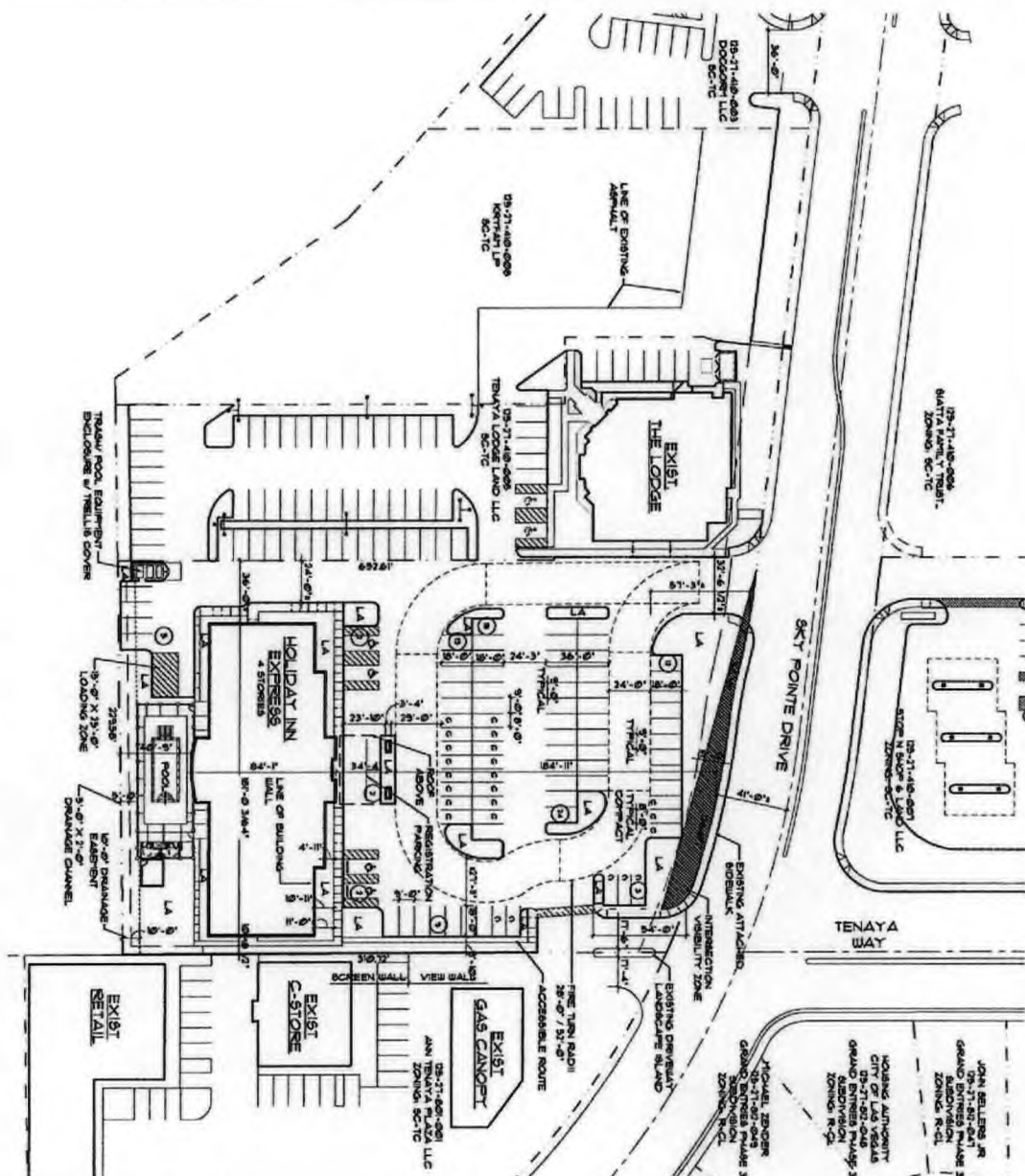
Sincerely,

A handwritten signature in black ink, appearing to read 'Ray Finkel', with a long horizontal flourish extending to the right.

Ray Finkel
Project Manager

cc: 6180 JL.doc

VAR-19098
02/22/07 PC



ARCHITECTURAL SITE PLAN
SCALE: 1"=50'-0"

NORTH

RECEIVED
MAR 19 2007

SITE AREA 79,125 SF.

REQUIRED	PROVIDED	1/10 ACRES
LANDSCAPE	20%	20.32% AS
CLIMATE ZONING		SC-7C
SETBACKS	REQUIRED	30'-0"
SCREEN	30'-0"	30'-0"
REAR	30'-0"	30'-0"
RESIDENTIAL ZONE BOUNDARY	20'-0"	40'-0"
BUILDING AREA	N/A	40'-0"
2nd and 4th FLOORS (each floor)		10.68 AS
PORCH COVERAGE		0.0448 AS
TOTAL BUILDING AREA		10.7248 AS
LOT COVERAGE		43.34 SF
PAVING CALCULATIONS		43.34 SF
REQUIRED PER PAVED FOOT		81 SQUARES

ROOM COUNT									
	NOV DEB OCTEN	NOV DEB OCTEN	ACC DEB OCTEN	EXP. DEB OCTEN	ACC DEB OCTEN	TOTAL			
4TH FLOOR	11	5	1	1	1	29			
3RD FLOOR	11	5	1	1	1	29			
2ND FLOOR	16	4	1	1	1	23			
1ST FLOOR	5	3	1	6	1	14			
TOTAL	53	11	4	5	4	97			

1. SEE CIVIL DRAWINGS FOR LANDSCAPING INFORMATION.
2. SEE CIVIL DRAWINGS FOR ALL SITE LAYOUT DEVISIONS, GRADA, OUTLETING, AND PLANTING.
3. SEE CIVIL, PLUMBING, AND ELECTRICAL DRAWINGS FOR UTILITY LINES.
4. SEE CIVIL DRAWINGS FOR ALL GRADINGS AND DRAINAGE INFORMATION.
5. SITE LAYOUT IS TO BE COORDINATED WITH CIVIL DRAWINGS. DISCREPANCIES EXIST. THE CIVIL DRAWINGS SHALL TAKE PRECEDENCE OVER THIS DRAWING. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES.
6. ALL SITE CONCRETE SHALL RECEIVE UNWEAPONED REINFORCING BARS AT 5'-0" O.C. AND TIED JOINTS AT 5'-0" O.C.
7. ALL CONCRETE WALKS, LANDINGS, ETC. SHALL RECEIVE LIGHT BROOM FINISH.
8. EXPOSED ALL PLANTING AREAS AWAY FROM BUILDING 2% MINIMUM.
9. ROOF AREAS ACCORDING TO SLOPE WILL NOT EXCEED 3% IN DIRECTION OF TRAVEL, AND 1% CROSS SLOPE.
10. BUILDING AND SITE DRAINAGE SHALL BE IN ACCORDANCE WITH AN APPROVED 60% PROPOSED TO BE WORKED HEREIN APPLICATION.

All returns of service these drawings and specifications are the property of the architect and may not be reproduced or used for any purpose without the architect's written consent. Details of the drawings and specifications retained by the client may be utilized only for the use and for occupying the project for which they were prepared, and not for construction of any other projects. Any use or reproduction of this drawing in whole or part by any means whatsoever is strictly prohibited. These documents are not final and ready for use, and therefore not valid, unless they are sealed, signed and dated. See: 625.700 Pacific Design Concepts, Inc. © 2005.



City of Las Vegas
City Clerks office
400 Stewart Ave
Las Vegas, Nevada 89101

Re: VAR 19098, VAR 19447, SUP 19100, SDR 19097

To Whom It May Concern:

Nigro Development and KRYFAM LP would like to hold the above noted applications for 2 weeks. We ask that the applications be heard on the April 4, 2007 City Council agenda.

Please feel free to contact me with any questions you may have.

Brad Jones
Land Development / Project Manager
Nigro Development

CC: Marisa Tagudin, Amland Development
Andy Reed, City of Las Vegas
Sheila Lambert, City of Las Vegas

RECEIVED
CITY CLERK
2007 MAR 21 A 9:37

3965 SOUTH DURANGO DR. SUITE 106
LAS VEGAS, NEVADA 89147
ph 702.247.1920
fax 702.247.1916
nigrodevelopment.net

3/21/07 #104-107

RECEIVED
CITY CLERK

April 3, 2007

2007 APR -3 P 3:31

OBJECTION TO SUP-19100/VARIANCE-19477 & 19098 & SDR-19097

Protest

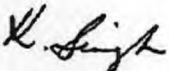
Dear Honorable Members of City Council,

I am writing this letter to object to the Sup-19100, Variances 19477 & 19098 & SDR 19097. I have been a long term resident of Las Vegas and an original owner of the home that is affected by these suggested changes.

It is unfortunate that Kryfam, LP has the approval for a hotel (two storeys). Moreover, due to the existence of this realty, the hotel changes the landscape of law abiding, peaceful and hard working neighborhood where both young couples and retirees live. It is a folly to suggest that such a change to our neighborhood does not affect us but it does. I am very concerned about a four storey hotel allowed to co-exist in a neighborhood where Las Vegasans retire in and play in.

While, members of this council may feel growth is good, it is not in this case. Allowing the suggested changes will no doubt bring in a non-residential citizens, more traffic and crime. As you are well aware, last week various media sources indicated that Las Vegas has now become one of the most dangerous places to live. While at this very moment, I have not seen this in my neighborhood, I will with the suggested changes. I urge and implore committee members to safeguard and protect this charming and endearing neighborhood. Finally, I would like each member to consider whether or not they would like a hotel less than a half mile affect their Shangri La. Please vote "NO" to all the proposed changes.

Sincerely,



Mr. K. Singh

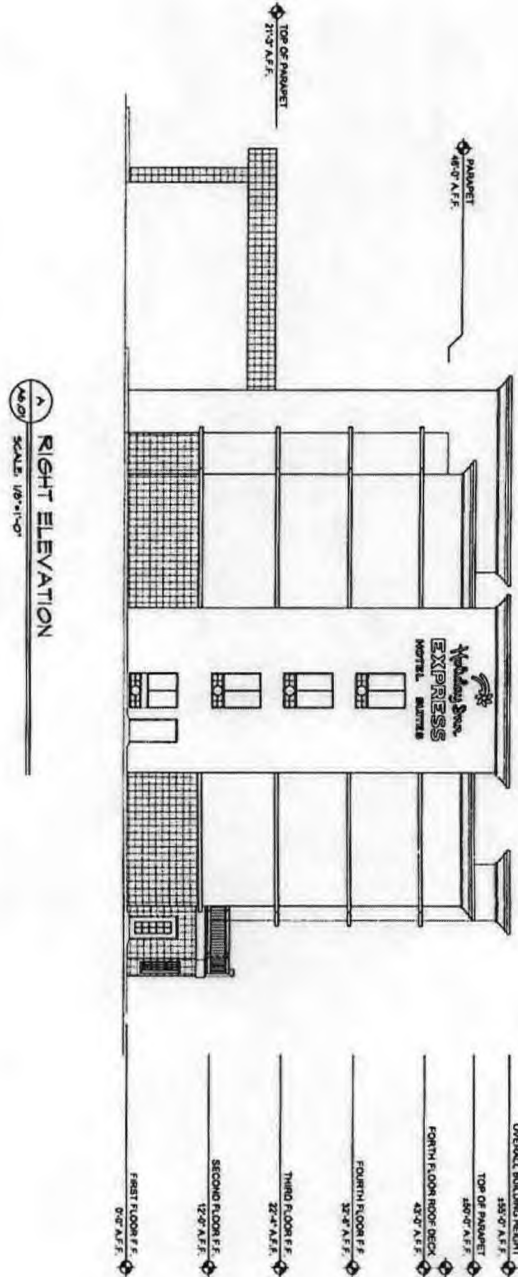
P.O. Box 36382

Las Vegas, Nevada 89130

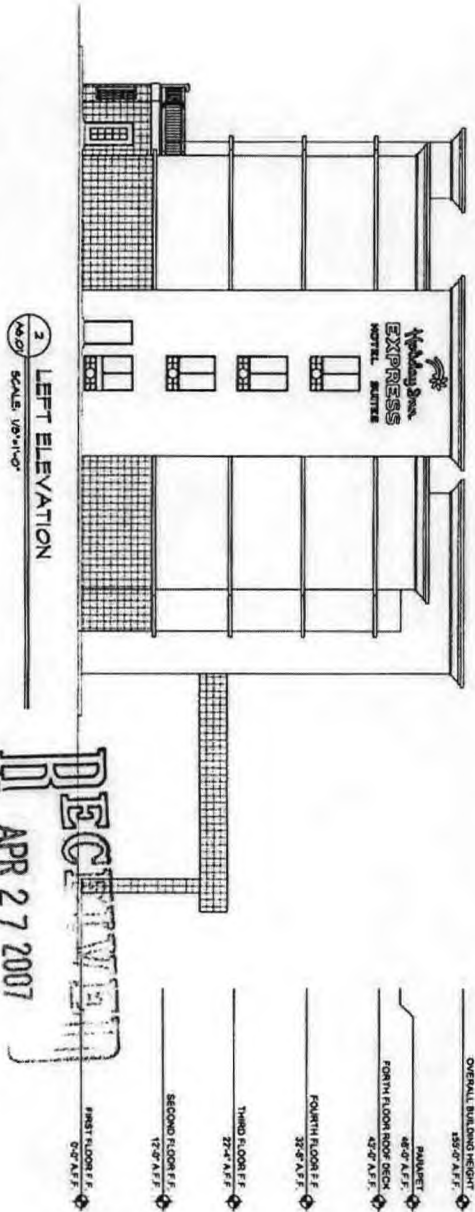
Submitted after initial review

Date 04-03-07 Item # 85-88

Date 5-01-07 Item #s 73, 75, 76
Submitted after final agenda



1 RIGHT ELEVATION
SCALE: 1/8"=1'-0"



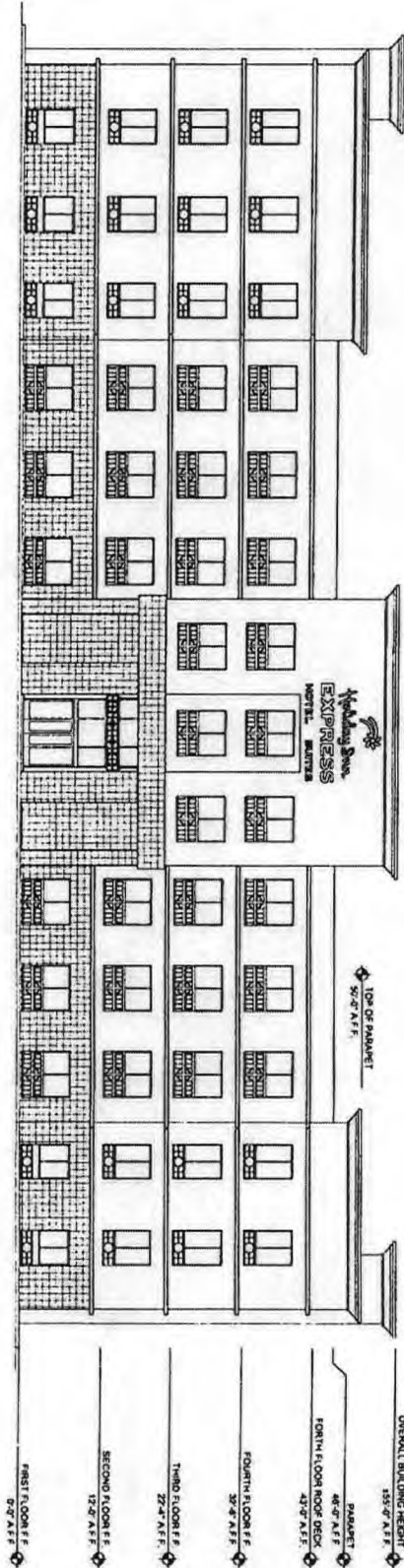
2 LEFT ELEVATION
SCALE: 1/8"=1'-0"

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APR 27 2007

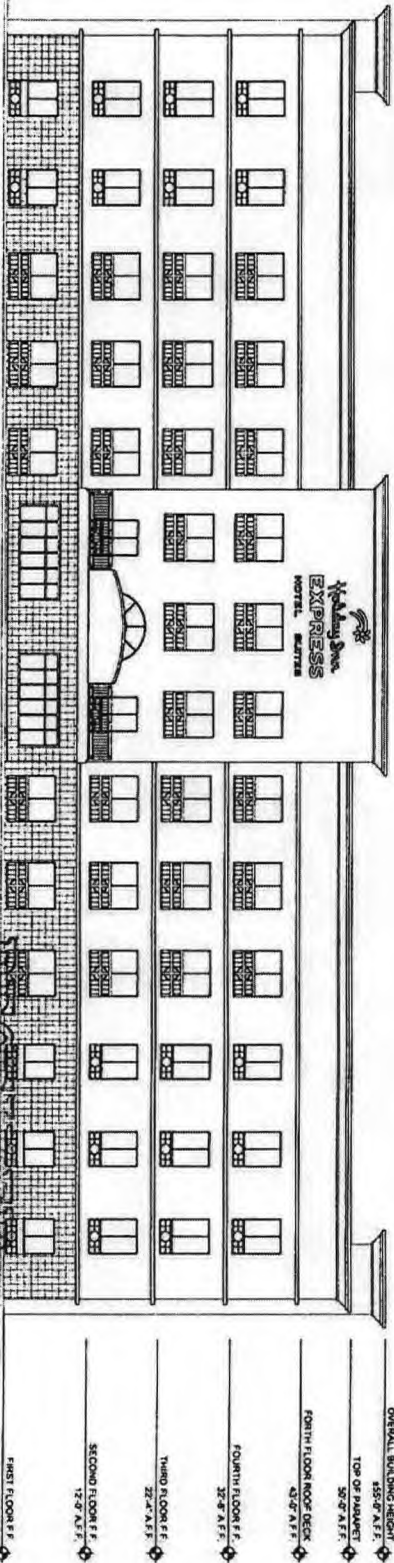
VAR-19098 SUP-19100 SDR-19097 05-02-07 CC

VAR-19098 SUP-19100 SDR-19097 05-02-07 CC

1 FRONT ELEVATION
SCALE: 1/8"=1'-0"



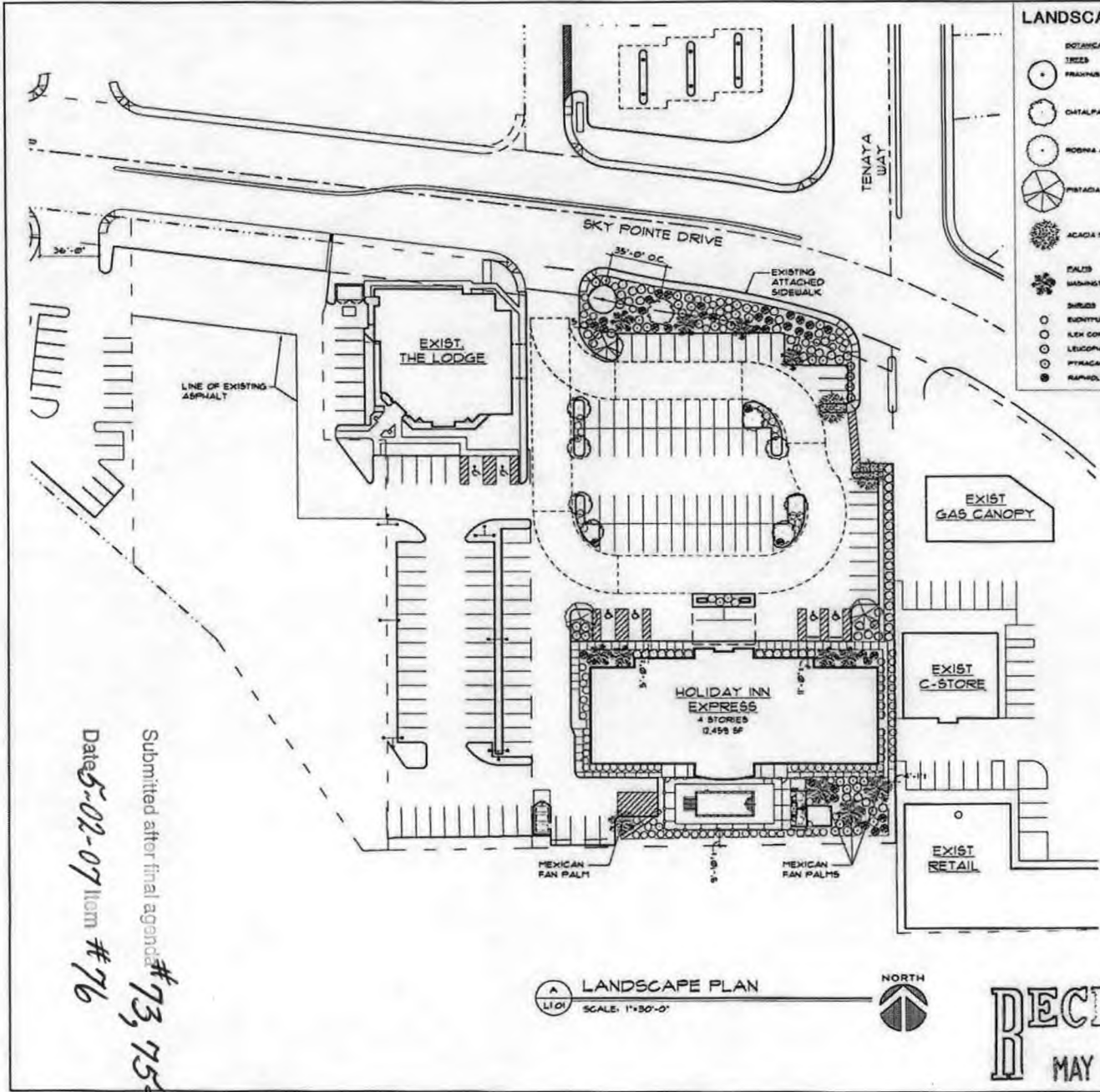
2 REAR ELEVATION
SCALE: 1/8"=1'-0"



APR 27 2007

VAR-19098 SUP-19100 SDR-19097 05-02-07 CG

Submitted after final agenda #73, 754
 Date 5-02-07 Item #76



LANDSCAPE LEGEND			
POTENTIAL NAME	COMMON NAME	SIZE	REMARKS
TREES			
PRUNUS VELUTINA 'RO GRANDE'	RO GRANDE ASH	36" DBH	STANDARD TRUNK
CHITALPA TABAKENTENSIS	CHITALPA	36" DBH	STANDARD TRUNK
NODDIA AMBOUA 'PURPLE ROSE'	PURPLE ROSE LOCUST	36" DBH	STANDARD TRUNK
PINUS DUMOSA	CHINESE PINUS	24" DBH	STANDARD TRUNK
ACACIA STENOPHYLLA	SILVERSTING ACACIA	24" DBH	STANDARD TRUNK
PALMS			
WASHINGTONIA ROBUSTA	MEXICAN FAN PALM		STANDARD TRUNK
SHRUBS			
EUCYTTUS JAPONICA	EVERGREEN EUCYTTUS	11.5 GAL	
ILEX CORNUTA 'BURFORD'	BURFORD HOLLY	11.5 GAL	
LEUCOPHYLLUM LAMPROLAE 'RO DRABO'	RO DRABO SAGE	11.5 GAL	
PYRACANTHA COCCINEA 'LOUDON'	LOUDON PYRACANTHA	11.5 GAL	
RAPHANOPHYS INDICA 'DALLERNA'	DIAPYRACANTHA	11.5 GAL	

A MINIMUM OF (3) 5 GALLON SHRUBS AND (5) 1 GALLON SHRUBS SHALL BE PLANTED FOR EVERY TREE PER CITY OF LAS VEGAS TOWN CENTER DEVELOPMENT STANDARDS MANUAL.

2" LAYER OF DECOMPOSE GRANITE TO BE USED AS GROUND COVER IN ALL AREAS NOT RECEIVING LIVE PLANT MATERIAL.

SITE AREA: 75,955 SF
 LANDSCAPE SQUARE FOOTAGE: 70,232 SF
 PERCENTAGE OF LANDSCAPE COVERAGE: 75.5%

LANDSCAPE PLAN
 SCALE: 1"=30'-0"
 NORTH

RECEIVED
 MAY 02 2007

PROJECT 1118

BY CORNER OF
EXPRESS

LANDSCAPE PLAN

SUP. SDR. VAR SUBMITTAL

REVISIONS

DATE: 5-2-07

BY: [Signature]

CHECKED BY: [Signature]

PROJECT NO.: 1118

REVISIONS:

1. L101

pacific design concepts, llc

3005 W. HORTON RIDGE PARKWAY, SUITE 200
 HENDERSON, NEVADA 89052
 (702) 454-5842 FAX (702) 454-7842

VAR-19098 SUP-19100 SDR-19097 05-02-07 CG REVISED

**NOTE: THE FOLLOWING DOCUMENTATION
WAS SUBMITTED FOR THE RECORD BEFORE
OR AT THE PLANNING COMMISSION HEARING
ON THIS ITEM WHICH IS NOW APPEARING
BEFORE THE CITY COUNCIL**

	Date	Time	# of Available Spaces	Daily Avg. %	Daily Avg. Spaces Available
La Quinta Inn # of rooms 128 # of available spaces 128	2/14/2007	9:00 AM	104	75%	96.5
	2/14/2007	7:00 PM	89		
	2/15/2007	7:30 AM	63	65%	83
	2/16/2007	7:00 PM	108	84%	108
	2/17/2007	6:00 PM	70	55%	70

	Date	Time	# of Available Spaces	Daily Avg. %	Daily Avg. Spaces Available
Hampton Inn # of rooms 127 # of available spaces 127	2/14/2007	9:00 AM	95	72%	91.5
	2/14/2007	7:00 PM	88		
	2/15/2007	7:30 AM	68	54%	68
	2/16/2007	7:00 PM	101	80%	101
	2/17/2007	6:00 PM	105	83%	105

	Date	Time	# of Available Spaces	Daily Avg. %	Daily Avg. Spaces Available
Siens Extended Stay # of rooms 300 # of available spaces 325	2/14/2007	9:00 AM	200	61%	197
	2/14/2007	12:00 PM	210		
	2/14/2007	6:00 PM	173		
	2/15/2007	9:00 AM	193	63%	205
	2/15/2007	12:00 PM	234		
	2/15/2007	6:00 PM	188		
	2/16/2007	9:00 AM	169	56%	182
	2/16/2007	12:00 PM	222		
	2/16/2007	6:00 PM	155		
	2/17/2007	9:00 AM	170	57%	185
	2/17/2007	12:00 PM	215		
	2/17/2007	6:00 PM	171		
	2/18/2007	9:00 AM	83	43%	138
	2/18/2007	12:00 PM	197		
	2/18/2007	6:00 PM	125		

	Date	Time	# of Cars	Daily Avg. %	Daily Avg. Cars
Tenaya Lodge # of available spaces 89	2/16/2007	7:00 PM	51	74%	51
	2/17/2007	6:00 PM	22	32%	22
	2/18/2007	5:45 PM	31	45%	31

	Date	Time	# of Cars	Daily Avg. %	Daily Avg. Cars
Mulligans # of available spaces 65	2/14/2007	9:00 AM	26	45%	29
	2/14/2007	12:00 PM	23		
	2/14/2007	6:00 PM	39		
	2/15/2007	9:00 AM	22	46%	30
	2/15/2007	12:00 PM	35		
	2/15/2007	6:00 PM	33		
	2/16/2007	9:00 AM	18	48%	31
	2/16/2007	12:00 PM	31		
	2/16/2007	6:00 PM	45		
	2/17/2007	9:00 AM	21	39%	26
	2/17/2007	12:00 PM	34		
	2/17/2007	6:00 PM	22		
	2/18/2007	9:00 AM	14	23%	15
	2/18/2007	12:00 PM	21		
	2/18/2007	6:00 PM	10		

Submitted at Planning Commission

Date 2/22/07 Item # 29-32

Telephone Protest/ Approval Log

Meeting Date: 2/22/07

Case Number: VAR 19098

Date: 2/21/07

Name: Raythell Berry

Address: 7012 Glass Shopper

Phone: 655-2741



PROTEST



APPROVE

Date: _____

Name: _____

Address: _____

Phone: _____



PROTEST



APPROVE

Date: _____

Name: _____

Address: _____

Phone: _____



PROTEST



APPROVE

Date: _____

Name: _____

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PROTEST



APPROVE

Date: _____

Name: _____

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PROTEST



APPROVE

Date: _____

Name: _____

Address: _____

Phone: _____



PROTEST



APPROVE

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 2, 2007**DEPARTMENT: PLANNING & DEVELOPMENT****DIRECTOR: M. MARGO WHEELER**☐ Consent ☒ Discussion**SUBJECT:**

VARIANCE RELATED TO VAR-19098

VAR-19447 – ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: KRYFAM, LP - Request for a Variance TO ALLOW A FOUR-STORY HOTEL WHERE TWO STORIES ARE THE MAXIMUM PERMITTED on 1.83 acres at the southwest corner of Tenaya Way and Sky Pointe Drive (APN 125-27-410-004), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (4-1-1 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

1

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (4-1-1 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Backup referenced from the 02-22-07 Planning Commission Meeting Item 30

Motion made by STEVEN D. ROSS to Approve Subject to Conditions

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 1; Excused: 0

BRENDA J. WILLIAMS, LOIS TARKANIAN, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-STEVE WOLFSON); (Excused-None)

Minutes:

MAYOR GOODMAN declared the Public Hearing open for Items 74-77.

ATTORNEY CHRIS KAEMPFER, Kummer Kaempfer Bonner Renshaw and Ferrario, 3800 Howard Hughes Parkway, appeared on behalf of the applicant and stated these items were held in abeyance so he could meet with the neighbors to mitigate their concerns. He thanked those neighbors, especially MARC SCHEPARIAN, LARRY STRUBE and MR. and MRS. MILLER.

CITY COUNCIL MEETING OF: MAY 2, 2007

ATTORNEY KAEMPFER accepted staff's conditions, including the additional conditions negotiated with the neighbors.

MARGO WHEELER, Director of Planning and Development Department, read into the record additional and amended conditions for Items 75, 76 and 77. ATTORNEY KAEMPFER concurred with all conditions.

COUNCILMAN ROSS was grateful that ATTORNEY KAEMPFER took the time to speak with the affected neighbors. He received many telephone calls regarding this project and their concerns, but ATTORNEY KAEMPFER and his client have done everything possible to mitigate their concerns.

MAYOR GOODMAN declared the Public Hearing closed for Items 74-77.





AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 2, 2007
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAR-19447 - APPLICANT/OWNER: KRYFAM, LP

THIS ITEM WAS HELD IN ABEYANCE FROM THE APRIL 18, 2007 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

**** CONDITIONS ****

Staff recommends DENIAL. The Planning Commission (4-1/sd-1/rt vote) recommends APPROVAL, subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-19100) and Site Development Plan Review (SDR-19097) shall be required.
2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request for a Variance to allow a four story hotel where two stories are the maximum permitted on 1.83 acres at the southwest corner of Tenaya Way and Sky Pointe Drive.

The request does not meet the criteria for the approval of variances, as the hardship is self-created and the applicant could revise the development plan in order to comply with height requirements.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
12/07/98	The City Council approved a rezoning (Z-76-98) of this site to TC (Towncenter) as part of a larger overall request.
02/22/07	The Planning Commission recommended approval of companion items VAR-19098, SUP-19100 and SDR-19097 concurrently with this application. The Planning Commission voted 4-1/sd-1/rt to recommend APPROVAL (PC Agenda Item #30/ar).
<i>Pre-Application Meeting</i>	
12/12/06	The applicant was informed that this proposal would require a waiver of the Towncenter standard which requires a minimum 330 foot separation between a hotel and any detached single-family dwelling.
<i>Neighborhood Meeting</i>	
02/12/07	A neighborhood meeting was held at the Cimarron Rose Community Center, located at 5591 North Cimarron Road.

<i>Details of Application Request</i>	
<i>Site Area</i>	
Gross Acres	1.83 acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped	TC (Towncenter)	TC-SC (Towncenter Service Commercial)
North	Convenience store	TC (Towncenter)	TC-SC (Towncenter Service Commercial)
South	Ann Road	Ann Road	Ann Road
East	Convenience store	TC (Towncenter)	TC-SC (Towncenter Service Commercial)
West	Tavern	TC (Towncenter)	TC-SC (Towncenter Service Commercial)

<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Area Plan			
T-C Town Center District	X		N

The proposed hotel does not comply with the Towncenter standards because it is located within 330 feet of single family detached development (considered within SUP-19100) and because it proposes a four story structure where two stories is the maximum permitted (considered within VAR-19447).

DEVELOPMENT STANDARDS

Per the Towncenter Development Standards Manual:

<i>Standard</i>	<i>Required/Allowed</i>	<i>Provided</i>	<i>Compliance</i>
Min. Lot Size	N/A	1.83	Y
Min. Lot Width	N/A	220 Feet	Y
Min. Setbacks			
• Front	15 Feet	169 Feet	Y
• Side	10 Feet	10 Feet	Y
• Rear	20 Feet	41 Feet	Y
Max. Lot Coverage	N/A	18 %	Y
Max. Building Height	Two stories	Four stories	N*

*This issue will be considered under Variance VAR-19447.

Per Title 19.08.06, the following standards apply:

<i>Residential Adjacency Standards</i>	<i>Required/Allowed</i>	<i>Provided</i>	<i>Compliance</i>
3:1 proximity slope	205 Feet	260 Feet	Y
Adjacent development matching setback	15 Feet	260 Feet	Y
Trash Enclosure	50 Feet	440 Feet	Y

ANALYSIS

This site is currently undeveloped. The applicant proposes to develop a four story, 87 room hotel in the south portion of the site. Access to Sky Pointe Drive will be provided by two existing driveways. Landscape buffers that comply with Towncenter standards and include Rio Grande Ash, Chitalpa and assorted five gallon shrubs are provided along the appropriate property lines. Planter islands with 24 inch box Shoestring Acacia are shown within the parking lot. The elevations depict a plaster exterior with a decorative stone veneer accent. A maximum overall building height of 68 feet three inches is shown.

The Special Use Permit conditions for a hotel in the TC-SC (Towncenter-Service Commercial) require a minimum height of three stories. The development standards of the TC-SC district require structures that exceed two stories in height to be located on a parcel that is larger than 20 acres in size, and require the building to be set back at least 50 feet from all property lines. This application meets neither of these criteria and staff recommends denial.

FINDINGS

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070L states:

"Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing a four story structure where two stories are the maximum permitted. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

13

ASSEMBLY DISTRICT

13

SENATE DISTRICT

9

NOTICES MAILED 375 by City Clerk

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-19447** APN: 125-27-410-004

Name of Property Owner: KRFAM LP

Name of Applicant: Nigro Development

Name of Representative: Brad Jones

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: _____

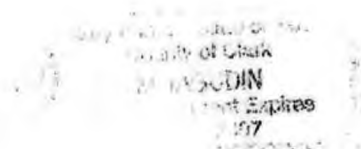
Signature of Property Owner: [Signature]

Print Name: Wayne Krygier

Subscribed and sworn before me

This 4 day of January, 20 07

M. Guerin
Notary Public in and for said County and State



January 4, 2007

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

**RE: HOLIDAY INN EXPRESS
PROJECT NO: 06-180
JUSTIFICATION LETTER
APN #125-27-410-004**

To Whom It May Concern:

We are requesting a Special Use Permit, Site Development Review, Waiver of Development Standards and Variance to allow a Hotel use in a SC-TC (Service Commercial – Town Center) Zone.

The current zoning of this property, Service Commercial, allows a hotel with a Special Use Permit therefore the current zoning is appropriate. The project is bounded on the North, East and West by same zone designation properties. These are developed with a Convenience Store with gas pumps on the North across Sky Point, a Convenience Store w/ gas pumps and a Retail Building on the East, and a Tavern on the West. The South is bounded by the Ann Road/ US-95 Interchange. The Northeast corner of Sky Point Drive and Tenaya Way is the back of a Residential Development, the Grand Entries Subdivision.

We are requesting a Waiver of Development Standard to reduce the required 330' separation from a residential development. This project is a non-gaming, non-dining, non-entertaining hotel. The only food service for this hotel will be to provide a continental style breakfast meal for its guests. The intent of this hotel is to serve the local residential community, and the family and friends who visit who wish to stay closer to the family than to the entertaining portion of the city.

The front parking encroaches into the 15' landscape setback by less than twelve inches for a width of approximately three feet. This encroachment is allowed by the Town Center Development Standards Manual in Section D.2.B.8.c. so no waiver is required for this minor encroachment.

We are also requesting a Variance for the quantity of required "on-site" parking spaces. The hotel requires 87 parking spaces. Due to the slender nature of this site we are able to provide a total of 74 spaces. These spaces are a combination of standard, compact and accessible space as permitted by the Development Standards. We are requesting a reduction of 13 spaces which is 14.9%. We feel that by the nature of the non-gaming, non-entertaining hotel and the cross access of the properties to the East and West the reduction shall not have an adverse affect on the roadways or local community.

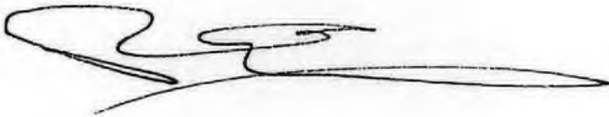
We feel that the proposed 87 room Hotel is well suited for the neighborhood. The design features a combination of cement plaster finish and stone veneer with a hip roof. The building has a residential feel and will blend nicely with the adjacent Tavern.

**VAR-19447
02/22/07 PC**

We respectfully request the City of Las Vegas grant approval for this project as shown on the accompanying plans. We ask that this submittal be used for approval of the Site Development Review.

Thank you for your consideration in this matter. Should you have any further questions or require additional information please call our office.

Sincerely,

A handwritten signature in black ink, appearing to be 'Ray Finkel', with a long horizontal stroke extending to the right.

Ray Finkel
Project Manager

cc: 6180 JL.doc

VAR-19447
02/22/07 PC

**NOTE: THE FOLLOWING DOCUMENTATION
WAS SUBMITTED FOR THE RECORD BEFORE
OR AT THE PLANNING COMMISSION HEARING
ON THIS ITEM WHICH IS NOW APPEARING
BEFORE THE CITY COUNCIL**

	Date	Time	# of Available Spaces	Daily Avg. Spaces Available	
				Daily Avg. %	Daily Avg. Spaces Available
La Quinta Inn # of rooms 128 # of available spaces 128	2/14/2007	9:00 AM	104	75%	96.5
	2/14/2007	7:00 PM	89		
	2/15/2007	7:30 AM	83	65%	83
	2/16/2007	7:00 PM	108	84%	108
	2/17/2007	6:00 PM	70	55%	70

	Date	Time	# of Available Spaces	Daily Avg. Spaces Available	
				Daily Avg. %	Daily Avg. Spaces Available
Hampton Inn # of rooms 127 # of available spaces 127	2/14/2007	8:00 AM	95	72%	91.5
	2/14/2007	7:00 PM	88		
	2/15/2007	7:30 AM	88	54%	88
	2/16/2007	7:00 PM	101	80%	101
	2/17/2007	6:00 PM	105	83%	105

	Date	Time	# of Available Spaces	Daily Avg. Spaces Available	
				Daily Avg. %	Daily Avg. Spaces Available
Sierra Extended Stay # of rooms 300 # of available spaces 325	2/14/2007	9:00 AM	200	81%	197
	2/14/2007	12:00 PM	218		
	2/14/2007	6:00 PM	173		
	2/15/2007	9:00 AM	193	63%	205
	2/15/2007	12:00 PM	234		
	2/15/2007	6:00 PM	188		
	2/16/2007	9:00 AM	169	56%	182
	2/16/2007	12:00 PM	222		
	2/16/2007	6:00 PM	155		
	2/17/2007	9:00 AM	170	57%	185
	2/17/2007	12:00 PM	215		
	2/17/2007	6:00 PM	171		
	2/18/2007	9:00 AM	93	43%	138
	2/18/2007	12:00 PM	197		
	2/18/2007	6:00 PM	125		

	Date	Time	# of Cars	Daily Avg. Cars	
				Daily Avg. %	Daily Avg. Cars
Tenaya Lodge # of available spaces 69	2/16/2007	7:00 PM	51	74%	51
	2/17/2007	6:00 PM	22	32%	22
	2/18/2007	5:45 PM	31	45%	31

	Date	Time	# of Cars	Daily Avg. Cars	
				Daily Avg. %	Daily Avg. Cars
Mulligans # of available spaces 65	2/14/2007	9:00 AM	26	45%	29
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Submitted at Planning Commission

Date 2/22/07 Item # 29-32

Telephone Protest/ Approval Log

Meeting Date: 2/22/07

Case Number: VAR 19447

Date: 2/21/07
Name: Rayshell Perry
Address: 7012 Glass Mipper
Phone: 655.2741
☒ PROTEST ☐ APPROVE

Date: _____
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Address: _____
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