City of Las Vegas

CITY COUNCIL AGENDA

COUNCIL CHAMBERS · 495 SOUTH MAIN STREET · PHONE 702-229-6011
CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov
COUNCIL MEMBERS: CAROLYN G. GOODMAN, MAYOR (At-Large)
COUNCILMAN STEVEN D. ROSS, MAYOR PRO TEM (Ward 6)
LOIS TARKANIAN (Ward 1), RICKI Y. BARLOW (Ward 5), STAVROS S. ANTHONY (Ward 4)
BOB COFFIN (Ward 3), BOB BEERS (Ward 2)

Facilities are provided throughout City Hall for convenience of persons with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. Reasonable efforts will be made to assist and accommodate persons with disabilities or impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 702-229-6311 and advise of your need at least 48 hours in advance of the meeting. Dial 7-1-1 for Relay Nevada.

March 2, 2016
9:00 AM
There may be a lunch break at the noon hour for this meeting.

ITEMS LISTED ON THE AGENDA MAY BE TAKEN OUT OF THE ORDER PRESENTED; TWO OR MORE AGENDA ITEMS FOR CONSIDERATION MAY BE COMBINED; AND ANY ITEM ON THE AGENDA MAY BE REMOVED OR RELATED DISCUSSION MAY BE DELAYED AT ANY TIME. BACKUP MATERIAL FOR THIS AGENDA MAY BE OBTAINED FROM LUANN D. HOLMES, CITY CLERK, AT THE CITY CLERK'S OFFICE AT 495 SOUTH MAIN STREET, 2ND FLOOR OR ON THE CITY'S WEBPAGE AT www.lasvegasnevada.gov.

THE MAYOR AND CITY COUNCIL WELCOME YOUR ATTENDANCE, PUBLIC COMMENT RELATED TO THE ITEMS ON THE AGENDA AND CITIZEN PARTICIPATION ON ITEMS UNDER THE JURISDICTION OF THE CITY COUNCIL AT THIS MEETING. IF YOU WISH TO SPEAK, WE RESPECTFULLY ASK YOU TO COMPLETE AND SUBMIT A SPEAKER CARD TO THE CITY CLERK. CARDS ARE AVAILABLE ONLINE, IN THE CLERK'S OFFICE OR AT THE FRONT OF THE CHAMBERS AS YOU ENTER.

THESE PROCEEDINGS ARE BEING VIDEO RECORDED AS WELL AS PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. PLEASE NOTE CUSTOMERS OF CENTURYLINK CAN VIEW THIS PROGRAM IN HIGH DEFINITION ON CHANNEL 1002, AND SOME CUSTOMERS OF COX COMMUNICATIONS WHO DO NOT HAVE A CABLE BOX CAN VIEW THIS MEETING ON DIGITAL CHANNEL 69.9. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.lasvegasnevada.gov. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 5:00 PM.

NOTE: CELLULAR PHONES ARE TO BE TURNED OFF DURING THE COUNCIL MEETING.

CEREMONIAL MATTERS

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. INVOCATION - CHAPLAIN STEVE SANSON, VETERANS IN POLITICS INTERNATIONAL
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF THE ACTION TEAM WINNERS
7. RECOGNITION OF LAS VEGAS MUNICIPAL COURT

8. RECOGNITION OF KLAS-TV NEWS ANCHOR PAULA FRANCIS

9. RECOGNITION OF THE MAYOR'S CUP SOCCER TOURNAMENT WINNERS

BUSINESS ITEMS

PUBLIC COMMENT

10. PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS ON THE AGENDA FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

BUSINESS ITEMS

11. For Possible Action - Any items that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time

12. For possible action to approve the Final Minutes by reference of the January 20 and February 3, 2016 Regular City Council Meetings

CONSENT AGENDA

MATTERS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND HAVE BEEN RECOMMENDED FOR APPROVAL BY THE SUBMITTING DEPARTMENTS. ALL ITEMS ON THE CONSENT AGENDA MAY BE APPROVED IN A SINGLE MOTION. HOWEVER, IF A COUNCIL MEMBER SO REQUESTS, ANY CONSENT ITEM MAY BE MOVED TO THE DISCUSSION PORTION OF THE AGENDA AND OTHER ACTION, INCLUDING POSTPONEMENT OR DENIAL OF THE ITEM, MAY TAKE PLACE.

ADMINISTRATIVE SERVICES - CONSENT

13. For possible action to approve the ratification of the Commission for the Las Vegas Centennial funding allocation of $107,462.68 to the Nevada Preservation Foundation to be used to document a physical archive and use it to create an online archive containing the architectural works of the Hugh Taylor Archives (Project) ($107,462.68 - License Plate Revenue) - All Wards

CITY ATTORNEY - CONSENT

14. For possible action to approve a business impact statement regarding a proposed ordinance to revise various requirements and limitations pertaining to medical marijuana establishments. (This item is related to Bill No. 2016-18, which is located later on this agenda under New Bills)

COMMUNITY SERVICES - CONSENT

15. For possible action to approve the Deferred Loan Agreement between the City of Las Vegas and Help of Southern Nevada in the amount of $630,000 in Redevelopment Agency Affordable Housing 9% Set-Aside funds for the reimbursement of the land acquisition costs incurred for the Shannon West Homeless Youth Center for valley-wide youth, to be located at 1650 East Flamingo Road - Clark County

FINANCE - PURCHASING & CONTRACTS CONSENT

16. For possible action to approve award of Mutual Use Contract No. 160109-SK, TYMCO Sweepers - Department of Operations and Maintenance - Award recommended to: TYMCO, INC (Not-to-Exceed $650,000 - City Equipment Internal Service Fund)

OPERATIONS AND MAINTENANCE - CONSENT

17. For possible action to approve an Intergovernmental Agreement between the City of Las Vegas and Southern Nevada Regional Housing Authority (SNRHA) for the City to provide fuel, repair and maintenance services to fleet vehicles owned by SNRHA - All Wards

18. For possible action to approve a First Amendment to License Agreement between the City of Las Vegas and Capriati Construction to extend the term of the agreement for the property located at 10051 Moccasin Road, APN 126-01-502-003 - Ward 6 (Ross)

PUBLIC WORKS - CONSENT

19. For possible action to approve Interlocal Contract 880 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for engineering and construction of Durango Drive/Gowan Road Improvements at the intersection of Durango Drive and Gowan Road ($200,000 - Road and Flood Capital Project Fund [CPF]) - Ward 4 (Anthony)

RESOLUTIONS - CONSENT

20. R-9-2016 - For possible action to approve a Resolution adopting as a City regulation that certain document entitled "Graffiti Abatement Activities - Rapid Response Section, Streets & Sanitation Division, Operations and Maintenance Department" - All Wards

21. R-10-2016 - For possible action to approve a Resolution Determining the Cost to be Assessed and directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2017) - Ward 1 (Tarkanian)

22. R-11-2016 - For possible action to approve a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2017) - Ward 1 (Tarkanian)

23. R-12-2016 - For possible action to approve a Resolution Determining the Cost to be Assessed and directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1516 - Fremont Street Maintenance District FY2017 (Las Vegas Boulevard to 8th Street) - Ward 3 (Coffin)

24. R-13-2016 - For possible action to approve a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1516 - Fremont Street Maintenance District FY2017 (Las Vegas Boulevard to 8th Street) - Ward 3 (Coffin)

25. R-14-2016 - For possible action to approve a Resolution in support of the Los Angeles 2024 Olympic Exploratory Committee as it submits to the International Olympic Committee to bring the 2024 Olympic and Paralympic Summer Games to Los Angeles - All Wards

DISCUSSION/ACTION ITEMS

HEARINGS - DISCUSSION

26. Public hearing and discussion for possible action regarding an Interlocal Agreement to exchange real property at the current appraised market value between the City of Las Vegas ("City"), as the owner of certain Neighborhood Stabilization Program houses, APN 125-16-615-026 addressed as 7820 Autumn Gate Avenue, Las Vegas, Clark County, Nevada, APN 125-12-110-067 addressed as 5604 Green Ferry Avenue, Las Vegas, Clark County, Nevada, and APN 125-13-719-003 addressed as 5412 Whisper Lake Lane, Las Vegas, Clark County, Nevada; the Las-Vegas Clark County Library District ("District") as owner of APN 139-36-302-005, addressed as 2601 Sunrise Avenue, Las Vegas, Clark County, Nevada; and the Southern Nevada Regional Housing Authority ("SNRHA") as owner of APN's 139-36-110-031 and -032, both addressed as 2851 East Bonanza Road, Las Vegas, Clark County, Nevada - Wards 3 and 6 (Coffin and Ross)

ADMINISTRATIVE - DISCUSSION

27. Report by Jeremy Aguero, Applied Analysis, regarding the 2015 Marketing Survey - All Wards

28. Report by Brian McAnallen, Government Affairs Manager, and discussion for possible action on the City of Las Vegas current legislative priorities - All Wards

29. Discussion for possible action regarding the ratification of Michael Sherwood as Director of Information Technologies ($162,000 + benefits - General Fund)

30. Report by LuAnn D. Holmes, City Clerk, regarding the status of the reimbursement structure for future elections proposed by Clark County and discussion for possible action regarding available options for upcoming election cycles - All Wards

31. Report by Mark Vincent, City of Las Vegas, on the property tax caps for fiscal year 2017 and discussion for possible action regarding direction to staff - All Wards

32. Report by Staff and discussion for possible action regarding the projects being considered by the Southern Nevada Tourism Infrastructure Committee - All Wards

ECONOMIC AND URBAN DEVELOPMENT - DISCUSSION

33. Report by Bill Arent, Director of Economic and Urban Development, on the current status and future development plans regarding Symphony Park - Ward 5 (Barlow)

PLANNING - BUSINESS LICENSING DISCUSSION

34. ABEYANCE ITEM - Discussion for possible action regarding the approval of a Medical Marijuana Dispensary Establishment License COMMERCE PARK MEDICAL, LLC dba COMMERCE PARK MEDICAL at 1112 South Commerce Street - Ward 3 (Coffin)

RESOLUTIONS - DISCUSSION

35. R-2-2016 - ABEYANCE ITEM - Discussion for possible action regarding a Resolution supporting the addition of a second Level 3 trauma center in Southern Nevada, located in the North/Northwest region of the Las Vegas Valley - All Wards

BOARDS & COMMISSIONS - DISCUSSION

36. For Possible Action - CONSERVATION DISTRICT OF SOUTHERN NEVADA (CDSN) BOARD - Chris Magee, Term Expiration 12-31-2015

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

37. Bill No. 2016-12 - For Possible Action - Annexation No. ANX-62522 - Property location: At 6275 West Gowan Road; Petitioned by: Francisco J. and Anna M. Ochoa; Acreage: 0.71 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Ricki Y. Barlow

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

THERE IS NO PUBLIC COMMENT ON THESE ITEMS AND NO ACTION WILL BE TAKEN BY THE COUNCIL AT THIS MEETING, EXCEPT THOSE ITEMS WHICH MAY BE STRICKEN OR TABLED. PUBLIC TESTIMONY TAKES PLACE AT THE RECOMMENDING COMMITTEE MEETING HELD FOR THAT PURPOSE.

38. Bill No. 2016-13 - Annexation No. ANX-62370 - Property location: At the southwest corner of West Regena Avenue and North Hualapai Way; Owner: United States of America; Acreage: 5.17 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

39. Bill No. 2016-14 - Annexation No. ANX-62375 - Property location: At the southeast corner of West Centennial Parkway and North Kevin Way; Owner: United States of America; Acreage: 5.03 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

40. Bill No. 2016-15 - Annexation No. ANX-62934 - Property location: west of North Grand Canyon Drive, between Solar Avenue and Elkhorn Road; Petitioned by: Kulka Land, LLC; Acreage: 5.08 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

NEW BILLS

THERE IS NO PUBLIC COMMENT ON THESE ITEMS. NEW BILLS ARE READ INTO THE RECORD AND REFERRED TO RECOMMENDING COMMITTEE FOR A SEPARATE HEARING TO RECEIVE PUBLIC TESTIMONY BEFORE ACTION BY THE COUNCIL AT A LATER MEETING. EXCEPTION: EMERGENCY BILLS OR THOSE ITEMS TO BE STRICKEN OR TABLED.

41. Bill No. 2016-16 - Changes the name of the Department of Detention and Enforcement to the Department of Public Safety. Sponsored by: Councilman Stavros S. Anthony

42. Bill No. 2016-17 - Amends the Unified Development Code to authorize under certain circumstances the early submittal of improvement plans in relation to the final approval of required traffic or drainage studies. (TXT-63107) Proposed by: Christopher Knight, Director of Building and Safety

43. Bill No. 2016-18 - Revises various requirements and limitations pertaining to medical marijuana establishments. Sponsored by: Councilman Bob Coffin

44. Bill No. 2016-19 - Authorizes the issuance of City of Las Vegas, Nevada, General Obligation (Limited Tax) Performing Arts Center Refunding Bonds (Additionally Secured by Pledged Revenues) Series 2016A (Tax Exempt) for the purpose of refunding certain outstanding bonds for interest rate savings in an amount not to exceed $90,000,000. Proposed by: Venetta Appleyard, Director of Finance

45. Bill No. 2016-20 - Authorizes the issuance of City of Las Vegas, Nevada, General Obligation (Limited Tax) Various Purpose Refunding Bonds (Additionally Secured by Pledged Revenues) Series 2016B (Tax Exempt) for the purpose of refunding certain outstanding bonds for interest rate savings in an amount not to exceed $48,000,000. Proposed by: Venetta Appleyard, Director of Finance

46. Bill No. 2016-21 - Authorizes the issuance of City of Las Vegas, Nevada, General Obligation (Limited Tax) Sewer Bonds (Additionally Secured by Pledged Revenues) Series 2016C for the purpose of refunding certain outstanding bonds for interest rate savings in an amount not to exceed $18,000,000. Proposed by: Venetta Appleyard, Director of Finance

CLOSED SESSION

47. Closed Session - Upon duly carried Motion, a closed meeting is called in accordance with NRS 288.220 to discuss labor negotiations

PLANNING

THE ITEMS LISTED BELOW, WHERE APPROPRIATE, HAVE BEEN REVIEWED BY THE VARIOUS CITY DEPARTMENTS RELATIVE TO REQUIREMENTS FOR STORM DRAINAGE AND FLOOD CONTROL, CONNECTION TO SANITARY SEWER, TRAFFIC CIRCULATION, AND BUILDING AND FIRE REGULATIONS. THEIR COMMENTS AND/OR RECOMMENDATIONS AND REQUIREMENTS HAVE BEEN INCORPORATED INTO THE ACTION.

PLANNING - DISCUSSION

48. ROC-63102 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: SUSHI LOCA - OWNER: INLAND DIVERSIFIED LAS VEGAS CENTENNIAL CENTER, LLC - For possible action on a request for a Review of Condition of an approved Special Use Permit (SUP-21419) TO DELETE CONDITION #5 WHICH STATES, "HOURS OF OPERATION SHALL BE LIMITED TO 11 A.M. TO 11 P.M. FOR ALL BUSINESS DAYS." at 6181 Centennial Center Boulevard (APN 125-28-610-004), T-C (Town Center) Zone [GC-TC (General Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross) [PRJ-62693]. Staff recommends APPROVAL.

49. EOT-63112 - EXTENSION OF TIME - NONCONFORMING - PUBLIC HEARING - APPLICANT: STEVE HAYASHI - OWNER: COMETT LV, LLC - For possible action on a request for an Extension of Time FOR A NONCONFORMING USE (TAVERN) at 600 Jackson Avenue (APN 139-27-110-076), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-63090]. Staff recommends APPROVAL.

SET DATE

50. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

CITIZENS PARTICIPATION

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

COUNCIL MEMBER RECOGNITION

52. COUNCIL MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL CITY COUNCIL MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION

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THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:
City Hall, 495 South Main Street, 1st Floor
Clark County Government Center, 500 South Grand Central Parkway
Grant Sawyer Building, 555 East Washington Avenue
City of Las Vegas Development Services Center, 333 North Rancho Drive

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2016

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2016

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2016

SUBJECT:
INVOCATION - CHAPLAIN STEVE SANSON, VETERANS IN POLITICS INTERNATIONAL

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2016

SUBJECT:
PLEDGE OF ALLEGIANCE

City of Las Vegas Agenda Item No.: **5.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CITIZEN OF THE MONTH

City of Las Vegas Agenda Item No.: **6.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE ACTION TEAM WINNERS

City of Las Vegas Agenda Item No.: **7.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF LAS VEGAS MUNICIPAL COURT

City of Las Vegas Agenda Item No.: **8.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF KLAS-TV NEWS ANCHOR PAULA FRANCIS

City of Las Vegas Agenda Item No.: **9.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE MAYOR'S CUP SOCCER TOURNAMENT WINNERS

City of Las Vegas Agenda Item No.: **10.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2016

SUBJECT:
PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS ON THE AGENDA FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

City of Las Vegas

Agenda Item No.: **11.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES

☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

For Possible Action - Any items that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time

City of Las Vegas Agenda Item No.: **12.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

For possible action to approve the Final Minutes by reference of the January 20 and February 3, 2016 Regular City Council Meetings

City of Las Vegas Agenda Item No.: **13.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: ADMINISTRATIVE SERVICES
DIRECTOR: TED J. OLIVAS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve the ratification of the Commission for the Las Vegas Centennial funding allocation of $107,462.68 to the Nevada Preservation Foundation to be used to document a physical archive and use it to create an online archive containing the architectural works of the Hugh Taylor Archives (Project) ($107,462.68 - License Plate Revenue) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: 107,462.68
Funding Source: License Plate Revenue
Dept./Division: Commission for the Las Vegas Centennial

PURPOSE/BACKGROUND:
A fund request in the amount of $107,462.68 was approved by the Commission for the Las Vegas Centennial at the January 25, 2016 Board meeting for the expense related to the physical archive and online archive containing the architectural works of Hugh Taylor, prominent Las Vegas architect. Per the operating agreement with the Commission for the Las Vegas Centennial, any funding over $100,000 must have Council ratification.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Nevada Preservation Foundation Centennial Grant Agreement

NEVADA PRESERVATION FOUNDATION
CENTENNIAL GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2016, by and between the COMMISSION FOR THE LAS VEGAS CENTENNIAL, a Nevada non-profit corporation ("COMMISSION") and NEVADA PRESERVATION FOUNDATION, a Nevada non-profit corporation ("Recipient").

RECITALS

WHEREAS, Recipient is the steward and intellectual property holder of Hugh E. Taylor's mid-20th century architectural drawings of various buildings in the Las Vegas community (" Hugh Taylor Archives"); and

WHEREAS, the Hugh Taylor Archives document the significant contributions of Hugh Taylor to architecture in Southern Nevada, including designing homes, buildings, casinos, apartment complexes and other various structures; and

WHEREAS, Recipient seeks funding to document a physical archive and use it to create an online archive containing the body of work of the Hugh Taylor Archives ("Project"); and

WHEREAS, the Recipient has requested Centennial grant funds from the Commission and the Commission desires to provide a Centennial Grant to Recipient to fund the Project subject to the terms of this Agreement; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I
GRANT FUNDS

1.1 Grant of Funds. Subject to the terms of this Agreement, the Commission hereby agrees to provide to Recipient a grant in the total amount of One Hundred Seven Four Hundred Sixty-Two and 68/100 Dollars ($107,462.68) to be used for the Project as described in further detail in the Recipient's Centennial Grant Application dated January 7, 2016 ("Grant Application"), specifically, Part II, Grant Description, and in accordance with the budget as more specifically described in Part III, Proposed Budget.

1.2 Scope of Work. Recipient represents and covenants that it shall complete the work identified in Part II, Grant Description, pages 1-4, as submitted by Recipient and shall be responsible for the work as described in Section 1.1 (the "Work").

1.3 City and Other Governmental Permits. At such time as required by law, Recipient shall, at its expense, secure or cause to be secured any and all required permits and pay any and all fees which may be required by the City of Las Vegas or any other governmental agency or entity affected by the Work to be done for the Project.

1.4 Bonds. If applicable, all performance, payment, guarantee and other bonds obtained for contractors or subcontractors with respect to any part of the Work shall include provisions for adequate insurance and necessary bonds to cover the scope of the Work, provided that all proceeds thereof shall be made available for completion, repair, restoration of the Work or payment of subcontractors for labor and materials supplied.

1.5 Work and Expenditure Schedules. Recipient has furnished to the Commission (a) a proposed schedule for the Work as described in the Grant Application, Part II; and (b) an expected expenditure of funds schedule showing the amount expected to be spent, its source and the purpose of the expense. As of the date of this Grant Agreement, the proposed budget for the Recipient's Work was submitted as a part of the Grant Application to the Commission. Recipient agrees to update the budget as needed and to provide an updated schedule for the proposed work. The Recipient will revise and update these schedules as frequently as necessary and provide a copy to the Commission. Recipient will promptly begin, or cause the Recipient's contractor, if applicable, to begin and thereafter diligently prosecute to completion the Work.

1.6 Rights of Access. For the purposes of assuring compliance with this Agreement, representatives of the Commission shall have reasonable access to any area where the Work is taking place without charge or fee and at normal business hours during the period of the Work, including, but not limited to, the inspection of the Work being performed.

1.7 Local, State and Federal Laws. Recipient shall carry out the Work, or cause such work to be carried out, in conformity with all applicable laws, including, without limitation, all applicable federal and state labor standards, safety and environmental laws.

1.8 Funding. The Commission shall provide Recipient One Hundred Seven Thousand Four Hundred Sixty-Two and 68/100 Dollars ($107,462.68) (the "Centennial Funds") to be utilized by the Recipient in the Work specified in this Agreement. The Commission shall provide the Centennial Funds to the Recipient subject to no contingencies other than the terms of this Agreement. The Commission shall not provide any Commission funding other than the Centennial Funds.

1.9 Timing. The Commission's Executive Director is authorized to coordinate the Centennial funding in order that Recipient will be able to comply with its contracts with the contractors. The Recipient shall comply with request for information from the Executive Director so that the Executive Director can be assured that the Work and funding are as scheduled and completed. The Executive Director is authorized to implement funding safeguards as deemed reasonably necessary to comply with the requirements of NRS 482.37903 in utilizing such funds for the Work.

1.10 Recipient Funding Requests. When the Recipient is in need of the Centennial Funds provided by this Centennial Grant, Recipient shall furnish the Commission's Executive

Director with a requisition for the expenditure, which shows the amount, the payee and the contract pursuant to which the expense was incurred. In the event the requisition covers expenses that include salaries or compensation to be paid, the requisition shall provide detailed information on the hours worked, salaries and/or compensation and a certification from the Recipient that the information is true and correct. The Executive Director will review the disbursement request and the Work (if applicable) performed to see if it complies with this Agreement, and, if applicable, that all mechanics' and/or materialmen's liens that might arise from such Work being paid will be waived by such payment. If the payment should be so made, the Executive Director shall so notify the Recipient in writing and shall issue a check to the Recipient for payment to the payee.

1.11 Cost Overruns. If the cost of the Work, or any portion thereof, exceeds the amounts set forth in the Recipient's contracts for the Work, Recipient shall pay the amount of the excess from the Recipient's own funds or any other funds obtained by the Recipient or pledged to the Recipient to pay any such excess, so long as such excess amounts are not paid from the Centennial Funds.

ARTICLE II
MISCELLANEOUS COVENANTS

2.1 Recipient. The Recipient covenants to maintain its status as a Nevada non-profit entity throughout the term of this Agreement.

2.2. Inspections and Reviews. Recipient covenants that it will allow the Commission to inspect its books and records pertaining to the Work and this Agreement at all reasonable times and upon reasonable notice.

ARTICLE III
DEFAULTS

3.1 Events of Default. Each of the following shall be deemed an "Event of Default" under this Agreement.

A. Recipient fails to perform any of its duties or obligations hereunder or to abide by any covenant or representation contained in this Agreement.

B. Recipient is dissolved or liquidated without the prior written consent of the other party to this Agreement.

C. The entry of a decree or order for relief by a court having jurisdiction in respect of any party in an involuntary case under the Federal bankruptcy laws, or any other applicable Federal or state insolvency or similar laws, or appointing a receiver, liquidator, assignee, custodian, trustee, or similar official for any party to this Agreement, or ordering the winding up or liquidation of the affairs of any party to this Agreement, and the continuance of that decree or order unstayed and in effect for a period of 90 consecutive days.

D. The commencement by Recipient of a voluntary case under the Federal bankruptcy laws or other applicable Federal or state insolvency or other similar laws, or the consent by a party to this Agreement to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian or similar official for or of any substantial part of the property of such party.

Notwithstanding the provisions stated above, no default, including one of the above described defaults, shall constitute an Event of Default unless one or more of the other parties to this Agreement gives the defaulting party to this Agreement notice in writing of the default and such default remains uncured for a period of thirty (30) days if the default is capable of cure. If such default is capable of cure, but not within thirty (30) days, it shall not be an Event of Default if the defaulting party commences to cure the same within the above-referenced thirty (30) day period and prosecutes such cure to completion with all due diligence.

3.2 Remedies for Default.

A. Remedies of Commission. If the Recipient is the defaulting party, and an Event of Default has occurred, the Commission shall be entitled to exercise all rights that it has under the terms of this Agreement and may withhold further funding. In addition, subject to Section 4.5 of this Agreement, upon an Event of Default by the Recipient, the Commission shall have the right to bring any suit, action or proceeding at law or in equity to enforce its rights under the provisions of this Agreement and to require that the Recipient carry out the agreements that it has made hereunder. The suit may be for specific performance, for damages, or for both, and the Commission may also, by action in equity, enjoin any acts or things which are unlawful or in violation of the Commission's rights under this Agreement.

B. Remedies of Recipient. Subject to Section 4.5, in the Event of a Default by the Commission hereunder, the Recipient shall be entitled to bring a lawsuit at law or in equity.

3.3 Mutual Remedies. In addition to the remedies stated in Sections 3.1 and 3.2 of this Agreement, the Commission and the Recipient shall have all other rights and remedies afforded them by law or in equity for the enforcement of this Agreement if an Event of Default has occurred and one of the other parties is the defaulting party. Subject to Section 4.5, no right or remedy conferred by this Agreement is intended to be exclusive of any other right or remedy, and each and every said right or remedy is cumulative in addition to any other right or remedy given under this Agreement or now or hereafter existing at law or in equity, or by statute.

3.4 No Implied Waivers. The delay or omission of any party in exercising any right or power accruing upon any event of default hereunder shall not exhaust or impair any such right or power, and shall not be construed to be a waiver of any such default or acquiescence therein. Every power or remedy given by this Agreement or at law or in equity may be exercised from time to time and in any manner as may be deemed expedient.

3.5 Effect of Waiver. No waiver of any individual default hereunder by any party shall extend toward any subsequent or other event of default hereunder, or shall impair any rights or remedies for any such subsequent or other event of default hereunder.

ARTICLE IV
MISCELLANEOUS

4.1 Indemnification.

A. The Recipient agrees to protect and indemnify and hold the Commission, its officers and employees and agents and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees, and court costs which the Commission, its officers, employees or agents or any combination thereof may suffer or which may be sought against or recovered or obtained from the them as a result of or by reason of or arising out of or in consequence of (i) the Work described in Section 1.1 of this Agreement by such indemnifying party , or (ii) any act or omission, negligent or otherwise, of the Recipient, or any of its contractors, subcontractors, agents, licensees or anyone who is directly employed by the Recipient, or any of its contractors, subcontractors, agents or licensees, in connection with the Work.

B. The Recipient agrees that it shall at its sole cost and expense defend the Commission, its officers, employees and agents and each of them in any suit or action for which the Recipient has agreed to indemnify the Commission, its officers, employees or agents. The Commission shall promptly notify the Recipient of any claim made against it for which it may seek indemnification and shall fully cooperate with the Recipient in the defense and/or settlement thereof. If the Recipient fails to defend the Commission as herein provided, the Commission shall have the right but not the obligation to defend the same and charge all of the direct or incidental costs of such defense, including, without limitation, any attorneys' fees or court costs to, and recover the same from, the Recipient.

C. The provisions of this Section 4.1 shall survive the termination of this Agreement for a period of twenty four (24) months. It is not intended by the parties hereto that the indemnification provided in this Section 4.1 revive any claim of, or extend, any statute of limitations, which has run or expired against any party or third party.

4.2 No Third-Party Beneficiaries. None of the provisions of this Agreement is intended to, and none shall, constitute the general public, any member thereof, or any other person a beneficiary or third party beneficiary hereunder or to authorize anyone who is not a party to this Agreement to maintain any suit for personal injuries, other damage, or any other cause of action, pursuant to this Agreement.

4.3 Delay of Performance. The parties' respective obligations hereunder are subject to the following:

A. Force Majeure. In the event timely performance is prevented by an occurrence beyond the control of and without the fault of the party that is required to perform (financial inability excepted), such as, but not limited to, an act of God, the act of war, flood, earthquake, labor dispute, governmental regulations (other than existing applications of existing regulations of which the parties could reasonably be expected to be aware on the date hereof) or control and shortage of materials, the time in which performance is required to occur shall be

continued for a reasonable period of time, not less than the number of days the party was delayed by the occurrence.

B. Reasonable Requests for Extension. If the party expected to perform reasonably requests an extension of time to perform, that request will not be unreasonably denied. This clause shall not apply to any delay exceeding one (1) year from the date for performance specified herein in the schedule required in Section 1.5.

4.4 Contract Interpretation. All questions concerning interpretation or clarification of this Agreement will be resolved if possible by the representatives of the Commission and the Recipient administering this Agreement. If those parties are unable to resolve the question, any party to this Agreement involved in such dispute may request in writing a meeting of the Executive Director of Recipient, and the Executive Director of the Commission to attempt to resolve the question. The parties involved in such dispute agree to use their best efforts to cause those individuals to meet within five (5) days of a request. If there is no resolution to the question within ten (10) days after such request any party involved in such dispute may request binding arbitration as provided in Section 4.5.

4.5 Arbitration. All claims, disputes, or other questions that may arise between the Commission and the Recipient concerning any provision or provisions of this Agreement which cannot otherwise be settled and which have not been waived, must be submitted to and be finally settled by binding arbitration upon agreement of both parties in the manner set forth in this Section. After expiration of the ten (10) day period referred to in Section 4.4, any party, by written notice to the other, may demand arbitration. The notice to arbitrate shall provide a complete statement of the nature of the claim and the amount of money in dispute, if known. The notice to arbitrate shall be null and void if received beyond the time allowed by law for the presentation of the claim to the Commission, if applicable, or filing of a lawsuit, whichever occurs first, presenting the same claims as those presented in the notice to arbitrate. Except as provided to the contrary in these provisions on arbitration, the arbitration shall be in conformity with and subject to applicable rules and procedures of JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with JAMS' Streamlined Arbitration Rules and Procedures. The arbitration shall be before one arbitrator. If JAMS is not then in existence or for any reason fails or refuses to act, the arbitration shall be in conformity with and subject to the provisions of the Nevada Uniform Arbitration Act as they stand amended at the time of the notice. The arbitrator shall be a person knowledgeable about the subject matter of the arbitration and the parties shall be bound by this Agreement. The arbitrator shall be impartial and unrelated, directly or indirectly, so far as employment of services is concerned, to any party. The Commission and the Recipient shall pay one-half the cost of arbitration including, without limitation, arbitrator's fees. All arbitration proceedings shall be held in Clark County, Nevada. The arbitrator shall investigate the facts and shall hold hearings at which the parties may present evidence and arguments, be represented by counsel and conduct cross-examination. The arbitrator shall render a written decision upon the matter presented to the arbitrator. The parties waive any right to a trial de novo and the decision rendered in such arbitration shall be final and binding on the parties and judgment thereon may be entered by any court having jurisdiction thereof. All fees, costs and/or expenses of the arbitration, excluding preparation and presentation, shall be assessed equally against the Commission and the Recipient. The Recipient shall carry on the work and maintain progress, and the Commission shall continue to perform, during any

arbitration, court proceedings or any other disputes, unless the duty of such party to so perform is the subject of the dispute or a reasonable person would consider it imprudent to proceed further because of the default in question. The Commission and the Recipient shall each pay their own costs for preparation of and presentation of all claims. For purposes of payment of an arbitrated claim under the terms of this Agreement, the definition of "due and payable" of a claim, shall be the date of the arbitration decision of that claim, plus forty-five (45) calendar days. Interest will be allowed from the date the arbitrators decide payment should have been made at the prime rate referred to in NRS 99.040 plus 2 % per annum.

4.6 Successors: Assignments. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Except as otherwise permitted herein, no assignment of this Agreement or any right or obligation hereunder by any party hereto shall be valid unless the other party hereto consents to such assignment in writing.

4.7 Entire Agreement. This Agreement, including any exhibits hereto constitutes the entire agreement of the parties hereto. The parties may modify this Agreement, but only by a written instrument signed by each party.

4.8 Further Assurances. The Recipient and the Commission agree to do such further acts and things and to execute and deliver to the other such additional certificates, documents and instruments as they may reasonably require or deem advisable to carry into effect the purposes of this Agreement. Without limit or foregoing, the Commission will execute and acknowledge the instruments reasonably requested by the Recipient evidencing termination of this Agreement.

4.9 Notices. All notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, addressed as follows:

If to the Commission:

Commission for the Las Vegas Centennial
c/o Executive Director
495 S. Main Street, 1st Floor
Las Vegas, Nevada 89101

If to the Recipient:

Nevada Preservation Foundation
ATTN: Heidi Swank, Executive Director
620 S. 11th St., Suite 110
Las Vegas, Nevada 89101

Notices delivered personally shall be deemed received on delivery and notices by mail shall be deemed received upon receipt or first attempted delivery, whichever first occurs. Any party hereto may change the above addresses by notice delivered to the other parties as provided in this Section, provided that a notice of change of address shall not be effective against any party until actually received by such party.

4.10 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof that can be given effect without the invalid or unenforceable provision and the parties agree to replace such invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

4.11 Authorized Representatives. Each party hereto shall by written notice to the other parties designate an authorized representative, who will be responsible for all acts and approvals on behalf of that party except as otherwise specified in that notice. The authorized representative may be changed from time to time by notice to the parties designating the new authorized representative. Any such designation by the Commission must be signed by the Executive Director. Any such designation by the Recipient must by signed by the President thereof.

4.12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

4.13 Interpretation. The captions appearing at the commencement of the Articles and Sections hereof are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

4.14 Termination Date. Except as otherwise provided in Section 4.1C hereof, and in this Section, this Agreement shall be in effect from the date and year first mentioned above until the work has been completed and all obligations pursuant to this Agreement fulfilled.

4.15 Time Calculation. Whenever in this Agreement a reference is made to a period of days, the same shall mean calendar days unless otherwise specified, provided that should any time period so computed end on a non-business day, the time shall be extended to the next business day.

4.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be regarded as an original and all of which shall constitute the same Agreement.

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

IN WITNESS WHEREOF the Commission and the Recipient have caused this Agreement to be executed as of the day and year first mentioned above.

COMMISSION FOR THE LAS VEGAS CENTENNIAL

By: _____
Carolyn G. Goodman, President

ATTEST:

_____
Esther Carter, Secretary

APPROVED AS TO FORM:

2/4/16
Date

NEVADA PRESERVATION FOUNDATION

By: _____
[Name]
Title: President

City of Las Vegas Agenda Item No.: **14.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a business impact statement regarding a proposed ordinance to revise various requirements and limitations pertaining to medical marijuana establishments. (This item is related to Bill No. 2016-18, which is located later on this agenda under New Bills)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This item is for Council approval of a business impact statement regarding a proposed ordinance to revise various requirements and limitations pertaining to medical marijuana establishments.

RECOMMENDATION:
It is recommended that the City Council approve the business impact statement.

BACKUP DOCUMENTATION:
Business Impact Statement

BUSINESS IMPACT STATEMENT
BILL NO. 2016-18
(Revises various requirements and limitations pertaining to medical marijuana establishments)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2016-18, that would revise various requirements and limitations pertaining to medical marijuana establishments.

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.

No solicitation of comments was undertaken. It is believed that the proposed measure would be beneficial to affected businesses, with no negative impact identified

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:

Reduces or eliminates various limitations and qualifications on business operations

Direct effects:

See beneficial effects above

Indirect effects:

None identified

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

8. The reasons for the conclusions regarding the impact of the proposed rule on businesses:

It is believed that the proposed measure would be beneficial to affected businesses, with no negative impact identified

CERTIFICATION

I certify that, to the best of my knowledge or belief, the information contained in this business impact statement was prepared properly and is accurate.

Elizabeth R Fuchall

By: City Manager
Date: February 10, 2016

City of Las Vegas Agenda Item No.: **15.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: OFFICE OF COMMUNITY SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve the Deferred Loan Agreement between the City of Las Vegas and Help of Southern Nevada in the amount of $630,000 in Redevelopment Agency Affordable Housing 9% Set-Aside funds for the reimbursement of the land acquisition costs incurred for the Shannon West Homeless Youth Center for valley-wide youth, to be located at 1650 East Flamingo Road - Clark County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

Amount: $630,000
Funding Source: Redevelopment Agency (RDA) Affordable Housing 9% Set-Aside
Dept./Division: Office of Community Services

PURPOSE/BACKGROUND:

The City Council at a special budget hearing on May 19, 2015 approved the FY16 Final Operational and Five Year Capital Budget. Approved within the Capital Budget, there was an allocation of $950,000 from the RDA Affordable Housing 9% Set Aside funds for the Shannon West Homeless Youth Center. Help of Southern Nevada has requested $630,000 for the reimbursement of the costs associated with the land acquisition. The new center will be located in the unincorporated Clark County, but will serve homeless youth in the entire Las Vegas valley.

RECOMMENDATION:

Staff recommends that the Mayor and Council approve the Deferred Loan Agreement and authorizes the Mayor to execute any and all related documents approved as to form by the City Attorney's Office.

BACKUP DOCUMENTATION:

Deferred Loan Agreement to Fund Reimbursement Of Certain Land Acquisition Costs Incurred For The Shannon West Homeless Youth Center Project

DEFERRED LOAN AGREEMENT TO FUND REIMBURSEMENT OF CERTAIN LAND ACQUISITION COSTS INCURRED FOR THE SHANNON WEST HOMELESS YOUTH CENTER PROJECT

THIS AGREEMENT is made and entered into this 2nd day of March, 2016, by and between the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, with offices located at City Hall, 495 South Main Street, Las Vegas, Nevada 89101, and HELP of Southern Nevada, a non-profit corporation organized under the laws of the State of Nevada, with offices located at 1640 East Flamingo Road, Suite 100, Las Vegas Nevada 89119, its permitted successors and assigns (the "Developer"). The City and the Developer are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, pursuant to the requirements of NRS 279.685, the redevelopment agency of a city whose population is 500,000 or more is required to set aside a portion of the tax increment revenues received from its established redevelopment area, which shall be used for the purpose of increasing, improving and preserving the number of dwelling units in the community for use by low-income households (the "RDA Set Aside Funds");

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") has entered into an agreement transferring the RDA Set Aside Funds to the City, and authorizing the City act on behalf of the Agency for purposes of distributing such funds for projects that qualify for funding under NRS 279.685;

WHEREAS, the Developer is the lessee of that certain unimproved parcel of land legally described below (the "Property") consisting of approximately 1.48 acres, which will serve as the site for the construction of an emergency and transitional housing center for homeless youths (the "Project"), commonly known and referred to as the "Shannon West Homeless Youth Center;"

WHEREAS, the Developer has requested financial assistance from the City in the form of reimbursement of the costs to acquire the Property, and certain architectural and design engineering costs incurred in connection such acquisition; and

WHEREAS, the Las Vegas City Council, at its special budget hearing meeting on May 19, 2015, and also at its meeting on March 2, 2016, after determining that the Project will provide a substantial benefit to homeless youths of the City, allocated funds from the Affordable Housing Set Aside Program in the amount set forth below to be used to reimburse the Developer for certain acquisition costs incurred in the purchase of the Property.

NOW, THEREFORE, for and in consideration of the premises above, and of the mutual promises and agreements hereinafter contained, the Parties do hereby agree as follows:

I. DEVELOPER OBLIGATIONS

In consideration for the deferred loan (defined in Section II below) of the Project Funds provided by the City pursuant to this Agreement, the Developer agrees (i) to construct, or to cause the construction of, the Project more fully described in the Project Description, Financing and Requirements (the "Project Description"), Exhibit "A" attached hereto and incorporated herein as a part hereof, and to operate the Project for the Period of Compliance (defined in Section C 1 of the Project Description) as an emergency and transitional affordable housing center for homeless youths within the community, subject to the requirements of this Agreement. The Project Funds are intended to reimburse the Developer for certain costs of acquiring the Property in the amount of $630,000, including and for certain architectural and engineering design costs incurred by the Developer in connection with the acquisition.

II. CITY OBLIGATIONS

In consideration for performance of the obligations by the Developer set forth in Section I above, the City agrees to provide to the Developer a deferred loan (hereinafter defined) of RDA Set Aside Funds in the amount of Six Hundred Thirty Thousand Dollars ($630,000) (the "Project Funds"). For purposes of this Agreement, a "deferred loan" is one in which the Developer is released from the obligation of repayment if the Developer has complied with all of the requirements of this Agreement for the period of time defined as the Period of Compliance in Section V.M below.

Provided the conditions set forth in Section III below have been satisfied, the City agrees to disburse the Project Funds after the request therefor has been received from the Developer. The Project Funds shall be disbursed pursuant to the applicable provisions contained in Section VII of this Agreement after the request for payment has been received from the Developer and approved by the City. The Project Funds are to be used solely for the reimbursement of eligible acquisition costs identified in Section I above, which are related to the acquisition of the Property.

III. CONDITIONS TO THE RELEASE OF PROJECT FUNDS

Prior to the disbursement of any of the Project Funds, the Developer shall provide the City with the following:

(i) Preliminary Title Report indicating that the title of the Property is held in a manner acceptable to the City;

(ii) Leasehold Mortgage Policy of Title Insurance Policy, in a form acceptable to the City, in the minimum amount of the Project Funds, which names the City as an insured party thereunder;

(iii) Real property appraisal ascertaining the fair market value of the Property as required pursuant to subsection Q of Section V of this Agreement;

(iv) Certificates of Insurance evidencing the City as an additional insured party on insurance policies as required under subsection G of Section V;

(v) RDA Promissory Note for Project Funds (the "RDA Promissory Note") set forth as Attachments 1 to the Project Description attached hereto, which has been executed by the Developer in favor of the City;

(vi) All-Inclusive Leasehold Deed of Trust and Assignment of Rents Securing RDA Funds (the "RDA Deed of Trust") set forth as Attachments 2 to the Project Description attached hereto, which has been executed and recorded by the Developer, encumbering the Developer's leasehold interest in the Property in favor of the City as security for (i) repayment of the RDA Promissory Note under the conditions set forth therein and in this Agreement, and (ii) performance of all of the obligations of the Developer under this Agreement; and

(viii) A copy of the executed long term lease whereby HELP Title Holding Corporation, a Nevada 501(c)(3) corporation, leases the Property to the Developer.

IV. PERIOD OF PERFORMANCE.

This Agreement shall commence as of the date set forth in the introductory paragraph and continue in force and effect until performance of all of the obligations set forth in this Agreement, unless terminated earlier pursuant to Section VIII C of this Agreement. The date set forth in the introductory paragraph of this Agreement will be the date of approval of the Project Funds by the City Council for the Project. The Project must be completed on or before August, 31, 2017. The Developer agrees that the Project shall proceed according to the timelines set forth in the Project Schedule, Exhibit "B" attached hereto and incorporated herein as a part of this Agreement, unless an extension to the timelines or deadlines has been granted in writing by the Director of the Office of Community Services (which approval shall not be unreasonably withheld).

V. CITY GENERAL CONDITIONS

A. COMPLIANCE WITH LAW

The Developer agrees to comply the applicable federal, state, and local rules, regulations, statutes, ordinances and laws that apply to the acquisition of the Property and the construction of the Project. The failure to comply as required herein may result in the City not disbursing the Project Funds to the Developer, or in the event such disbursement has been made, demanding form the Developer repayment of the Project Funds, or such portion as the City deems appropriate.

B. INDEMNIFICATION

The Developer agrees to protect, defend, indemnify and hold the City, its officers, employees and agents (collectively the "Indemnitees"), harmless from and against any and all damages, claims, suits, liens, judgments or any other form of liability of whatever nature (collectively the "Claims") for injuries to, or death of, any person caused by, connected with, or arising out of any activities or performance undertaken pursuant to this Agreement. The Developer's obligation set forth herein shall include the payment of reasonable attorneys' fees and reasonable investigation expenses incurred by the Indemnitees in defending against the Claims or enforcing compliance with the provisions of this Section.

C. MAINTENANCE OF RECORDS

The Developer agrees to maintain financial records and supporting documentation pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain them for a period of 5 years after completion of the Project, except those records subject to audit findings which shall be retained for five years after such findings have been resolved. In the event the Developer goes out of existence, the Developer shall turn over to the City all of its records relating to this Agreement which will be retained by the City for the required period of time.

D. AUDITING OF RECORDS AND BOOKS

The Developer agrees to permit the City, or its designated representative(s), (including independent auditors) to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy any information therefrom that the City desires concerning the Developer's performance hereunder. The Developer further understands and agrees that the inspection and audit will be exercised only after written notice to the Developer. If the records or books are not located within Clark County, Nevada, the Developer agrees to deliver the records or books to the address within the City of Las Vegas designated by the City. If the City, or its designated representative(s), find that the records delivered by the Developer are incomplete, the Developer agrees to pay the City or its representative(s), the costs to travel (including transportation, lodging, meals, and other related expenses) to the Developer's offices to inspect and audit, as deemed necessary, all records of the Project relating to finances, as well as other records (such as the performance records) that may be required by relevant directives of funding sources of the City.

E. INSURANCE

1. Insurance Coverages. During the entire term of this Agreement, the Developer shall procure and maintain, at its own expense, the policies of insurance set forth below.

a. Industrial/Workers' Compensation Insurance protecting the Developer and the City from potential Developer employee claims based upon job-related sickness, injury, or accident, during performance of this Agreement.

b. General Liability Insurance in the amount of One Million Dollars ($1,000,000) combined single limit per occurrence, and Two Million Dollars ($2,000,000) in the aggregate, for bodily injury (including death), personal injury and property damage. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to the City within ten (10) days after the notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors.

c. Automobile Liability Insurance in the amount of One Million Dollars ($1,000,000) combined single limit "per accident" for bodily injury or property damage, or both, caused by or arising out of the ownership, maintenance or use of any automobile by the Developer (owned or hired) in the performance of the services under this Agreement.

d. Builder's Risk Insurance protecting the Project form damage and destruction during construction thereof.

e. Comprehensive Fire and Hazard Insurance covering the full replacement costs of the Project.

The insurance coverages required under this Section are in addition to, and not in lieu of, the Developer's indemnification obligation provided under Section V B.

2. Certificates of Insurance. Prior to the commencement of its performance under this Agreement, the Developer shall have on file with the City current certificates of insurance evidencing the coverages required herein.

a. Developer shall furnish the renewal certificates for the required insurance during the period of coverage required by this Agreement. If the renewal certificates are not provided, the City may declare the Developer in default of its obligation under this Section.

b. Except for the Professional Liability Insurance, the City, its officers, employees and volunteers must be expressly named as additional insured parties under the coverages required under this Section.

3. Insurance Rating. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Developer including the rating and financial health of each insurance company providing coverage, is subject to the approval of the City. The City requires insurance carriers to maintain a Best's Key rating of A VII or higher (i.e., A VIII, A IX, A X, etc.)

4. Lapse of Insurance. If the Developer fails to maintain any of the insurance coverages required under this Section, then the City will have the option to (i) declare a breach of this Agreement, (ii) purchase replacement insurance, or (iii) pay the premiums that are due on existing policies in order that the required coverages may be maintained. The Developer is responsible for any expenses paid by the City to maintain or purchase the insurance required under this Section and the City may collect the same from the Developer or deduct the amount paid from any sums due the Developer under this Agreement.

5. Primary Coverage. The Developer's insurance shall be the primary coverage with respect to the City, its officers, employees and agents. Any other coverage (insurance or otherwise) available to the City, its officers, employees and agents shall be considered coverage in excess to that required of the Developer and shall not contribute with it.

6. Notice of Cancellation. Each insurance policy supplied by the Developer must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in

coverage or in limits until thirty (30) days prior written notice by certified mail "return receipt requested" has been given to the City. This notice requirement does not waive the insurance requirements contained herein.

F. IRS REGULATIONS

The Developer agrees to comply with all applicable IRS regulations, specifically regarding employees, depositing of payroll taxes, filing of payroll tax returns, and issuance of W-2's at year-end. All persons working for a non-profit agency, whether full or part-time, are considered employees, pursuant to IRS Publication 15A. If a private contractor or instructor is hired, a W-9 must be completed if he or she is paid $600 or more, and an IRS Form 1099 must be issued to that person at year-end, as well as filed with the IRS. The 1099 instructions can be obtained on the IRS website.

G. LIMIT ON ASSIGNMENT OF INTEREST

The Developer may not assign any part of its rights in this Agreement without the written consent of City. Any such assignment of rights without the consent of City shall result in the forfeiture of the Project Funds, or any part thereof, as determined to be appropriate by City.

H. CEREMONIAL EVENTS

The Developer understands and agrees that all costs incurred for groundbreaking and grand opening ceremonies will be the responsibility of the Developer. In addition, the Developer agrees to coordinate with the City any ceremonial events concerning the Project including the review and approval of the date for groundbreaking ceremonies, the invitations, invitation list, press release, and the ceremonial programs. The City will be responsible for scheduling the ceremonial event with City elected officials.

I. INCOMPLETE PROJECT

If, for any reason whatsoever, subsequent to the execution of this Agreement, the Developer is unable to begin or complete the Project, and Project Funds were disbursed to the Developer, in lieu of the return of the Project Funds, the Developer may convey or transfer the Property by deed to the City, provided such conveyance or transfer is approved by, is without cost to, the City and is free of any liens and encumbrances.

J. APPRAISAL OF PROPERTY

The Developer hereby acknowledges that the policy of the City is to secure performance of the Developer's obligations under this Agreement, including repayment of the Project Funds under certain circumstances set forth in this Agreement, with a security interest in Property. For projects involving the acquisition of real property, improvements to real property, or a combination thereof, the City will not provide funding in excess of fair market value of the Property. For purposes of this Agreement, in order to determine if funding is available, and the amount of such funding, the City requires an appraisal indicating the fair market value of the Property, including all improvements to be made to the Property. The City will not disburse any Project Funds for the Project until an appraisal is received to the satisfaction of the City.

K. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, the Developer warrants that it has disclosed, on the form attached hereto as Exhibit "I", all principals, including, partners of the Developer, as well as all persons and entities holding more than 1% interest in the Developer or any principal of the Developer. Throughout the term hereof, the Developer shall notify the City in writing of any material change in the above disclosure within 15 days of such change.

VI. FINANCIAL MANAGEMENT

A. FINANCIAL RECORDKEEPING

The financial records pertaining to all invoices, materials, payrolls, personnel records and other data concerning matters related to this Agreement may be requested from the Developer by a duly authorized representative of the City.

B. PROJECT BUDGET

The City will pay only costs that are identified and the approved in the Project Budget, and such payment shall be subject to any conditions imposed under this Agreement. The Developer shall include semi-annual reports when seeking reimbursement from the City for eligible Project costs. The invoice for payment must include appropriate back-up documentation, such as, but not limited to, paid invoices, the front and back of cancelled checks, closing statements, bank statements and/or payroll sheets. The Developer shall not make any change in the Project Budget, and line items in the Project Budget may be revised if approved in writing by the Director of the Office of Community Services. The City reserves the right to refuse reimbursement for costs, which are ineligible for reimbursement with the Project Funds, or which are not within the scope of this Agreement.

VII. MODIFICATION AND ENFORCEMENT REMEMDIES

A. AMENDMENT AUTHORITY

Any change in the provisions of this Agreement, including the exhibits and attachments hereto, may be made only pursuant to a written amendment which is executed by the Developer and by (i) the Mayor, with City Council approval, if the amendment provides an increase in the Project funds of $25,000 or more, or (ii) the Office of Community Services Director, if the Amendment is below $25,000, or merely revises the language of the Agreement without any impact on the Project Funds.

B. AMENDMENT OR REVISION REQUIRED BY LAW

The Developer and the City hereby agree to amend or otherwise revise this Agreement if such modification is required by applicable federal, state or local laws.

C. CITY ENFORCEMENT REMEDIES

The City shall be entitled to the remedies set forth therein for the Developer's failure to comply with any of the terms, conditions and covenants of this Agreement, which shall include the following:

(i) Demanding repayment of the Project Funds if the Developer does not remedy within thirty (30) days after notice thereof from the City any failure to perform its obligations, or comply with the requirements of this Agreement;

(ii) Temporarily withholding disbursement of the Project Funds pending correction of the deficiency by the Developer;

(iii) Disallowing use of the Project Fund for all or part of the cost of the activity or action not in compliance;

(iv) Whole or partial suspension or termination of this Agreement, and the funding provided hereunder for reimbursement of the acquisition cost incurred by the Developer in connection with the acquisition of the Property; or

(v) The adoption of other legal or equitable remedies which may be available to the City.

The City reserves the right to set the terms and conditions for suspension or termination, provided that such conditions are appropriate for the noncompliance being addressed. Any notice of termination for noncompliance shall be given to the Developer no less than ten (10) days before the effective date of such termination.

D. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions are not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion.

E. NOTIFICATION OF DEVELOPER CHANGES

The Developer must notify within 15 days the City in writing of any of the following changes: Key staff personnel, Executive Director, changes of more than half of the Board of Directors, Developer name change, change of address, phone, fax or email address. The City must have complete and up to date information on file for the Developer.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representations the day and year first above written.

CITY OF LAS VEGAS

Carolyn G. Goodman Date
Mayor

ATTEST:

LuAnn D. Holmes, MMC, Date
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 2-16-16
Robert S. Sylvain Date
Deputy City Attorney

HELP OF SOUTHERN NEVADA

By _____
Terrie J. D'Antonio, Date
President

ACCEPTANCE OF DEFERRED LOAN AND AGREEMENT TO
COMPLY WITH CONDITIONS IMPOSED IN CONNECTION THEREWITH

I, _____, President of HELP of Southern Nevada, on behalf of that corporation, do hereby accept the deferred loan, and agree to comply with the conditions imposed in connection therewith, as set forth in the Deferred Loan Agreement to Fund Reimbursement of Certain Land Acquisition Costs Incurred for the Shannon West Homeless Youth Center Project approved by the City Council of the City of Las Vegas, Nevada on the 19th day of May, 2015, a copy of which is attached hereto and incorporated herein.

Executed this ____ day of _____, 2016.

HELP OF SOUTHERN NEVADA

By: _____
Terrie J D'Antonio, President

ACKNOWLEDGEMENT

State of Nevada)
County of Clark)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for said county and State, personally appeared Terrie J. D'Antonio, known to me to be the person described in the foregoing instrument, who acknowledged to me that she executed the same freely and voluntary and for the uses and purposes therein mentioned.

_____
Notary Public

TABLE OF EXHIBITS AND ATTACHMENTS

EXHIBIT "A" -- PROJECT DESCRIPTION, FINANCING AND REQUIREMENTS

ATTACHMENTS TO EXHIBIT A

Attachment 1: Promissory Note for RDA Funds

Attachment 2 All-Inclusive Leasehold Deed of Trust and Assignment of Rents Securing RDA Funds

EXHIBIT "B" -- SCHEDULE OF PERFORMANCE

EXHIBIT "C" -- PROJECT BUDGET

EXHIBIT "D" -- SITE MAP

EXHIBIT "E" -- PROJECT RENDERING

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EXHIBIT "G" -- DISCLOSURE OF PRINCIPALS

EXHIBIT "A"
PROJECT DESCRIPTION, FINANCING AND REQUIREMENTS

A. PROJECT DESCRIPTION

For purposes of the Agreement, the Project involves the construction of an emergency and transitional housing facility for homeless youths, commonly known and referred to as the "Shannon West Homeless Youth Center." The Shannon West Homeless Youth Center is designed as a 37,627 square foot, three story, dormitory style building. The Property, which will serve as the site of the Project, consists of approximately 1.48 acres of unimproved real property located in Clark County. The Property site is generally depicted on the Site Map, Exhibit "D" attached to the Agreement. A rendering of the Project is shown on the Project Rendering, Exhibit "E" attached to the Agreement. The legal description of the Property is set forth in the Legal Description, Exhibit "F" attached to the Agreement.

B. PROJECT FINANCING

1. Public Financing. The City agrees to provide $630,000 in RDA Set Aside Funds (the "Project Funds") to be used to reimburse the Developer for certain land acquisition costs identified in the Project Budget, Exhibit "C" attached thereto. Any Property acquisition costs in excess of the Project Funds will be the responsibility of the Developer unless otherwise agreed in writing by the City. Subsequent to the acquisition of the Property, the Developer agrees to construct, or cause the construction of, the Project and, after the completion thereof, to operate it as an emergency and transitional housing facility for homeless youths for the Period of Compliance set forth in subsection 1 of Section C below.

Currently, the owner of record for the Property is HELP of Southern Nevada, the Developer. At the time of the closing on the New Market Tax Credit financing, the Developer will convey all of its rights, title and interest in the Property to its affiliate, HELP Title Holding Corporation, a Nevada non-profit corporation, and contemporaneous therewith the new owner will enter into a long term triple net lease of the Property to the Developer who will construct, or cause the construction of, the Project and who will, after the completion thereof, be responsible for operating it as a emergency and transitional housing facility for homeless youths pursuant to the requirements of this Agreement.

As security for the repayment of the Project Funds in the event it fails to perform the requirements of the Agreement, the Developer agrees to execute the Promissory Note for RDA Funds (the "RDA Promissory Note) (Attachment 1 to this Exhibit "A"), and the All-Inclusive Leasehold Deed of Trust and Assignment of Rents Securing RDA Funds (the "RDA Deeds of Trust") (Attachments 2 to this Exhibit "A"), as security for repayment of the Project Funds.

2. Other Financing. The Developer and the City acknowledge that the Property may be encumbered by one or more deeds of trust or other security interest created by the Developer, or its assignee, to provide additional financing for construction of the Project, which will be recorded in the official records of Clark County Recorder's Office. The Developer and the City acknowledge that the Property may be subject to the Tax Credit Compliance Guaranties provided to tax credit investors in the Project. The City acknowledges and agrees that the RDA Deed of

Trust will be subject and subordinate to the Tax Credit Compliance Guaranties and any liens, deeds of trust or other security instruments required for financing of the Project. Other than the aforementioned encumbrances, the Developer shall not allow the Property to be encumbered or attached in any manner with any liens, encumbrances or other security instruments during the Period of Compliance.

C. PROJECT REQUIREMENTS

1. Period of Compliance. The Project will be operated as an emergency and transitional housing facility for homeless youths for a minimum period of five (5) years from the completion date of the Project. For purposes of this Section, the completion date is considered to be date that the Certificate of Occupancy is issued by Clark County for the Project.

2. Sale or Transfer Prohibited and Use Restricted. If, during the Period of Compliance, any of the following occur: (i) the Developer sells, transfers, conveys or disposes of the Property, or otherwise loses possession or any of its rights, title or interest in the Property through foreclosure or any other proceeding, or (ii) Developer fails to construct, or subsequent to such construction, fails to continuously operate the Project as emergency and transitional housing for homeless youths pursuant to the requirements of this Agreement, the City shall be entitled to repayment of the Project Funds used to reimburse the Developer for its costs incurred in connection with the acquisition of the Property, and the Developer agrees to repay the Project Funds to the City upon receipt of a demand therefor. The failure to repay the Project Funds as required herein shall entitle the City to declare the principal and interest due under the provisions of the RDA Promissory Note to be due and payable and to the enforce the security interests in the Property granted by the Developer to the City pursuant to the RDA Deed of Trust.

3. Payment of Prevailing Wage Rates. Pursuant to the requirements of NRS 279.500, if the Project Funds are used in the actual construction of the Project, the Developer may be subject to, and if subject to, agrees to make payment of, the prevailing wage rates as required under the statute. Any claims for the payment of prevailing wage rates asserted against the City arising from the Project will be subject to the indemnity obligation of the Developer set forth in Section V B of the Agreement.

4. Usage Records. The Developer will provide the Director of the Office of Community Services with usage records by homeless youths of the Project on a semi-annual basis during the Period of Compliance.

ATTACHMENT 1 TO EXHIBIT "A"

PROMISSORY NOTE FOR RDA FUNDS

(next page)

PROMISSORY NOTE FOR RDA FUNDS

(SECURED – ALL-INCLUSIVE)

March 2, 2016
$630,000

Las Vegas, Nevada

FOR VALUE RECEIVED, the undersigned (herein "Maker") hereby promises to pay to the order of City of Las Vegas (herein "Holder"), a Nevada municipal corporation at 495 South Main Street, Las Vegas, Nevada 89101, or at such other place or to such other party as Holder may from time to time designate in writing, the principal sum of Six Hundred Thirty Thousand Dollars ($630,000). This Note will be with recourse to the Maker and shall bear compounded interest at the rate of Zero Percent (0%), which will accrue during the term of the Note.

Each payment is to be applied when received, first, to any expenses reimbursable to Holder, second, to any unpaid interest and third, any balance shall be used to reduce the principal balance. Maker shall have the right to prepay the indebtedness represented by this Promissory Note in full, or in part, at any time. The indebtedness represented by this Note shall be due and payable in its entirety if either of the following occur: (i) the date that Maker sells, conveys, transfers or otherwise loses its title and interest in or possession of the Property that secures this Note, prior to expiration of the Period of Compliance, as defined in that certain Deferred Loan agreement to Fund Reimbursement of Certain Land Acquisition Costs incurred for the Shannon West Homeless Youth Center Project dated March 2, 2016 (the "Agreement"); or (ii) the date that the Maker fails to perform its obligations, or fails to comply with the requirements, under the Agreement.

The Maker and any endorsers or guarantors hereof and all others who may become liable for all or part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and non-payment of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without in any way affecting or discharging this liability.

In the event any of the payments from or performance by Maker required by the terms hereof be not paid or performed when same become due, then at any time thereafter, the whole of the unpaid principal balance of this Note shall, at the option of Holder and without notice, become immediately due and payable. This option may be exercised at any time after any such event and the acceptance by Holder of one or more installments or other payments or performance from any person thereafter shall not constitute a waiver of Holder's option.

Time is expressly made of the essence with respect to every provision hereof and the All-Inclusive Deed of Trust (defined below). This Note shall be governed by, construed and enforced exclusively in accordance with the laws of the State of Nevada.

This Note is secured by the certain All-Inclusive Leasehold Deed of Trust and Assignment of Rents Securing RDA Funds of even date herewith ("All-Inclusive Deed of Trust") executed by Maker, as Trustor, to Holder, as trustee and beneficiary thereunder, which All-Inclusive Deed of

Trust encumbers that certain real property more particularly described therein (the "Property").

IN WITNESS WHEREOF, Maker has caused this Note to be executed on its behalf by its duly authorized officer as of the date first above written.

HELP of Southern Nevada, a non-profit corporation

By: _____
Terrie J. D'Antonio, President

ATTACHMENT 2 TO EXHIBIT "A"

ALL-INCLUSIVE LEASEHOLD DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING RDA FUNDS

(next page)

APN 162-14-411-007

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Office of Community Services
5th Floor, City Hall Complex
495 South Main Street
Las Vegas, Nevada 89101
Attention: Earlie King

ALL-INCLUSIVE LEASEHOLD DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING RDA FUNDS

THIS ALL-INCLUSIVE LEASEHOLD DEED OF TRUST AND ASSIGNMENT OF RENTS SECURING RDA FUNDS (this "All-Inclusive Deed of Trust") is made this 2nd day of March, 2016, by HELP of Southern Nevada (herein "Trustor"), a Nevada non-profit corporation, whose address is 1640 East Flamingo Road, Suite 100, Las Vegas, Nevada 89119, to City of Las Vegas (herein "Trustee"), a Nevada municipal corporation, whose address is 495 South Main Street, Las Vegas, Nevada 89101, for the benefit of City of Las Vegas (herein "Beneficiary").

WITNESSETH:

That Trustor irrevocably grants, transfers and assigns to Trustee in Trust for the benefit of Beneficiary, with power of sale and with right of entry and possession, that certain property located in the City of Las Vegas, State of Nevada, legally described on Exhibit "1" hereto (herein the :Property"), together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Trustee and Beneficiary to collect and apply such rents, issues and profits arising therefrom.

This All-Inclusive Deed of Trust is executed for the purpose of (i) securing repayment of that certain Promissory Note for RDA Funds of even date herewith in the amount of Six Hundred Thirty Thousand Dollars ($630,000) (the "Secured Note"), together with interest accruing thereon according to the terms thereof, made by Trustor, payable to the order of Beneficiary, or its assignee, and (2) securing performance of the obligations of the Trustor to the Beneficiary under that certain Deferred Loan Agreement to Fund Reimbursement of Certain Land Acquisition Costs Incurred for the Shannon West Homeless Youth Center Project dated March 2, 2016 (the "Project Agreement"), and (3) securing performance of the Trustor's obligations set forth in this All-Inclusive Deed of Trust.

A. GENERAL PROVISIONS

1. Trustor shall abide by all of the terms of the Project Agreement. Trustor agrees to construct emergency and transitional housing for homeless youth on the Property as required

under the Deferred Loan Agreement. Trustor agrees to maintain and operate the Property as a drug-free environment. Trustor agrees to operate and maintain the Property as emergency and transitional housing for homeless youths for the Period of Compliance (5 years), which is defined in the Deferred Loan Agreement.

2. Trustor agrees to repay Secured Note if a sale or transfer of the Property occurs as prohibited in the Deferred Loan Agreement.

B. TO PROTECT THE SECURITY OF THE ALL-INCLUSIVE DEED OF TRUST, TRUSTOR AGREES:

1. To keep the Property in good condition and repair; not to remove or demolish and build thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary, or its assignee fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary, or its assignee.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary (including its assignee) or Trustee and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary, or its assignee, to foreclose this All-Inclusive Deed of Trust.

4. To pay: (a) at least ten days before delinquency all taxes and assessments affecting the Property, including assessments on appurtenant water stock; (b) when due, subject to the mutual agreements of the parties as below set forth, all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto; and (c) all allowable expenses of this Trust.

If Trustor fails to make any payment or to do any act as herein provided, then Beneficiary or Trustee may, without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, (a) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (b) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (c) pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and (d) in exercising any such powers, pay reasonable expenses, employ counsel and pay reasonable attorney's fees.

5. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditures at the rate provided in the Secured Note.

6. If the Property, or any part thereof, or any direct or indirect interest therein, shall be sold, conveyed, disposed of, alienated, hypothecated, leased (except to tenants of space in the improvements), assigned, pledged, mortgaged, further encumbered or otherwise transferred, or Trustor shall be divested of its title to the Property, or any direct or indirect interest therein, in any manner or way, whether voluntarily or involuntarily without the prior written consent of Beneficiary being first obtained, which consent may be withheld in Beneficiary's sole discretion, then the same shall constitute an event of default.

7. Trustor shall forever warrant, defend and preserve title and the validity and priority of the lien of this instrument and shall forever warrant and defend the same to Beneficiary against the claims of all persons whomsoever.

8. Trustor shall not cause or permit a sale, conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment, grant of any options with respect to, or any other transfer or disposition(directly or indirectly, voluntarily or involuntarily, be operation of law or otherwise, and whether or not for consideration or of record) of a legal or beneficial interest in the Property or any part thereof, other than in accordance with the provisions of the Project Agreement, and only with the prior written consent of Beneficiary.

C. IT IS MUTUALLY AGREED

1. That, to the extent permitted under Nevada law, any award of compensation and/or damages in connection with any condemnation for public use or of injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such money received by it in the same manner and with the same effect as hereinafter provided for the disposition of the proceeds from fire or other insurance.

2. That In the event of any fire or other casualty to the Property or eminent domain proceedings resulting in condemnation of the Property or any part thereof, Trustor shall have the right to rebuild the Property, and to use all available insurance or condemnation proceeds therefore, provided that (a) such proceeds are sufficient to rebuild the Property in a manner that provides adequate security to Beneficiary for repayment of amounts due hereunder if such proceeds are insufficient then Trustor shall have funded any deficiency, (b) Beneficiary shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no material default then exists under the Project Agreement. If the casualty or condemnation affects only part of the Property and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the amounts due hereunder in a manner that provides adequate security to Beneficiary for repayment of the remaining balance of the amounts due hereunder.

3. That by accepting payment of any sum secured hereby after its due date,

Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure promptly to pay.

4. That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this All-Inclusive Deed of Trust and the Secured Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may reconvey any part of the Property, consent to the making of any map or plat thereof, join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

5. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this All-Inclusive Deed of Trust and the Secured Note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals of such Reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

6. Notwithstanding anything to the contrary contained herein, Trustor hereby irrevocably assigns, gives to and confers upon Beneficiary or its designee the right, power and authority, during the continuance of this Trust, to collect the rents, issues and profits of the Property, reserving unto Trustor the right, prior or subsequent to any default by Trustor in payment of any indebtedness hereby secured, to enter upon and take possession of the Property, or any part thereof in its own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less allowable expenses of operation, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default or notice of defaults hereunder or invalidate any act done pursuant to such notice.

7. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement secured hereunder, in addition to any rights or remedies available to Beneficiary at law or in equity, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and notice of breach and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with the Trustee this All-Inclusive Deed of Trust, the Secured Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of breach, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Any sale or transfer of the Property must be contingent on the Property remaining as affordable housing and in compliance with the requirements set forth in the HOME rules and regulations. Trustee may postpone sale of all or any portion of the Property by public

announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement.

Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without covenant or warranty, express or implied. The recitals in such deed of any matters of facts shall be conclusive proof of truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, include costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the rate provided in the secured Note; all other sums then secured hereby and the remainder, if any, to the person or persons legally entitled thereto.

8. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the county recorder of the county or counties where the Property is situated, shall be conclusive proof of the proper substitution of such successor Trustee or Trustees, who shall, without the need for any conveyance from the predecessor Trustee, succeed to all its title, estate rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and document number where this All-Inclusive Deed of Trust is recorded and the name and address of the Trustee.

9. That this All-Inclusive Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary as used herein shall mean the owner and holder of the Secured Note, and its assignee, including pledges of the Security Note, whether or not named as Beneficiary herein. In this All-Inclusive Deed of Trust, whenever the context so requires, the neuter gender includes the feminine and/or masculine, and the singular number includes the plural.

10. That the Trustee accepts this Trust when this All-Inclusive Deed of Trust, duly executed and acknowledged, is made a public record as provided. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

D. THE PARTIES FURTHER AGREE:

1. Trustor covenants and agrees that Trustor shall perform and observe all obligations to be performed and observed by Trustor under this All-Inclusive Deed of Trust security the Secured Note.

2. If Trustor be in default under the terms of the Secured Note, and if Beneficiary consequently incurs any penalties, charged, or other expenses on account of the Secured Note or

the Project Agreement during the period of such default, the amount of such penalties, charges and expenses shall be immediately added to the principal amount of the Secured Note and shall be immediately payable by Trustor to Beneficiary.

3. Trustor and Beneficiary agree that in the event the proceeds of any condemnation award or settlement in lieu thereof, or the proceeds of any casualty insurance covering destructible improvements located upon the Property, are applied by the holder of the Secured Note in reduction of the unpaid principle amount thereof, the unpaid principal balance of the Secured Note shall be reduced by an equivalent amount and be deemed applied to the last sums due under the Secured Note.

4. Any demand hereunder delivered by Beneficiary to Trustee for the foreclosure of the lien of this All-Inclusive Deed of Trust may not be for more than the sum of the following amounts: (i) The equity of Beneficiary in the Secured Note, which equity is the difference between the balance of the principal and interest accrued and unpaid on the Secured Note on the date of the foreclosure sale and, if applicable, the then unpaid balance of principal and interest so accrued and unpaid on the RDA Agreement as of the date of such foreclosure sale; plus (ii) the aggregate of all amounts theretofore paid by Beneficiary pursuant to the terms of this All-Inclusive Deed of Trust prior to the date of such foreclosure sale for taxes and assessments, insurance premiums, delinquency charges, foreclosure costs, and any other sums advanced by Beneficiary pursuant to the terms of the All-Inclusive Deed of Trust, to the extent the same where not previously repaid by Trustor to Beneficiary; plus (iii) the costs of foreclosure together with attorneys' fees and costs incurred by Beneficiary in enforcing this All-Inclusive Deed of Trust or the Secured Note as permitted by law.

5. The following Covenant Nos. 1, 3, 4 (rate of interest is the default rate stated in the Secured Note), 5, 6, 7 (5%), 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust, provided, however, that the express covenants of this All-Inclusive Deed of Trust shall control to the extent that the same are inconsistent with NRS 107.030.

6. If a monetary event of default occurs under any of the terms of any of the Secured Note, prior to exercising any remedies thereunder, Beneficiary shall give the Trustor, and such persons as identified in paragraph 8 below, or as identified by written notice to Beneficiary, simultaneous written notice of such default. Trustor shall have a period of seven (7) days after such notice is given within which to cure the default prior to exercise of remedies by Beneficiary under the Secured Note, or such longer period of time as may be specified in the Secured Note. The foregoing grace period shall run concurrently with the thirty-five (35) day cure period under NRS 107.080(2)(a)(2).

7. If a non-monetary event of default occurs under the terms of the Secured Note, prior to exercising any remedies thereunder, Beneficiary shall give Trustor and each of the Limited Partner (or the Limited Liability Company if applicable), as identified below or as identified in a written notice to Beneficiary, simultaneous written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, Trustor shall have such period to effect a cure prior to exercise of remedies by Beneficiary under the Secured Note, or such longer period of time as may be specified in the Secured Note. If the default is such that it

is not reasonably capable of being cured within thirty (30) days or such longer period if so specified, and if Trustor (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then Trustor shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Beneficiary. In no event shall Beneficiary be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within one hundred eighty (180) days after the first notice of default is given, or such longer period of time as may be specified in the Secured Note.

8. Beneficiary shall give any tax credit investor or any lender written notice of any default under any loan agreements and any cure periods shall commence on the effective date of any such notice, at the following address or such address provided by the tax credit investor:

Trustor: HELP of Southern Nevada
1640 East Flamingo Road, Suite 100
Las Vegas, Nevada 89119
Attention: Terrie J. D'Antonio, President

9. Any cure periods available to the parties set forth above shall commence upon the date of any such notice is delivered to the party.

10. To the full extent permitted by law, Trustor agrees that Trustor shall not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisement, valuation, stay, moratorium or extension, or any law now or hereafter inforce providing for the reinstatement of the debt prior to any sale of the Property to be made pursuant to any provisions contained herein or prior to the entering of any decree, judgment or order of any court of competent jurisdiction, or any right under any statute to redeem all or any part of the Property so sold. Trustor, for Trustor and Trustor's successors and assigns, and for any and all persons ever claiming any interest in the Property, to the full extent permitted by law, hereby knowingly, intentionally and voluntarily, with an upon the advice of competent counsel: (a) waives, releases, relinquishes and forever forgoes all rights of valuation, appraisement, stay of execution, reinstatement and notice of election or intention to mature or declare due the debt (except such notices as are specifically provided for herein); (b) waives, releases, relinquishes and forever forgoes all right to a marshaling of the assets of Trustor, including the Property, to a sale in the inverse order of alienation, or to direct the order in which any of the Property shall be sold in the event of foreclosure of the liens and security interests hereby created and agrees that any court having jurisdiction to foreclose such liens and security interests may order the Property sold as an entirety; and (c) waives, releases, relinquishes and forever forgoes all rights and period of redemption provided under applicable law. To the full extent permitted by law, Trustor shall not have or assert any right under any statute or rule of law pertaining to the exemption of homestead or other exemption under any federal, state or local law now or hereafter in effect, the administration of estates of decedents or other matters whatever to defeat, reduce or affect the right of Beneficiary under the terms of this All-Inclusive Deed of Trust to a sale of the Property, f or the collection of the debt without any prior or different resort for collection, or the right of Beneficiary under the terms of this All-Inclusive Deed of Trust to the payment of the debt out of the proceeds of sale of the Property in preference to every other claimant whatever. Furthermore, Trustor hereby knowingly,

intentionally and voluntarily, with and upon the advice of competent counsel, waives releases, relinquishes and forever forgoes all present and future statutes of limitations as a defense to any action to enforce the provisions of this All-Inclusive Deed of Trust or to collect any of the debt to the fullest extent permitted by law. Trustor covenants and agrees that upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against Trustor, Trustor shall not seek a supplemental stay or otherwise shall not seek pursuant to 11 U.S.C. §105 or any other provision of the Bankruptcy Reform Act of 1978, as amended, or any other debtor relief law (whether statutory, common law, case law, or otherwise) of any jurisdiction whatsoever, now or hereafter in effect. Which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of Beneficiary to enforce any rights of Beneficiary against any guarantor or indemnitory of the secured obligations or any other party liable with respect thereto by virtue of any indemnity, guaranty or otherwise.

11. Trustor, to the full extent permitted by law, hereby knowingly, intentionally and voluntarily, with and upon the advice of competent counsel, (i) submits to personal jurisdiction in the state in which the premises is located over any suit, action or proceeding by any person arising from or relating to the note, this all-inclusive deed of trust or any other of the documents referenced herein, (ii) agrees that any such action, suit or proceeding may be brought in any state or federal court of competent jurisdiction sitting in the county in which the premises is located, (iii) submits to the jurisdiction of such courts, and (iv) to the fullest extent permitted by law, agrees that it will not bring any action, suit or proceeding in any other forum (but nothing herein shall affect the right of beneficiary to bring any action, suit or proceeding in any other forum).

12. This All-Inclusive Deed of Trust will be governed by and construed in accordance with the laws of the State of Nevada, provided that to the extent that any of such laws may now or hereafter be preempted by federal law, such federal law shall so govern and be controlling, and provided further that the laws of the State of Nevada shall govern as to the creation, priority and enforcement of liens and security interests in the Property located in Nevada.

13. Beneficiary may waive any single event of default by Trustor hereunder without waiving any other prior or subsequent event of default. Beneficiary may remedy any event of default by Trustor hereunder without waiving the event of default remedied. Neither the failure by Beneficiary to exercise, nor the delay by Beneficiary in exercising, any right, power or remedy upon any event of default by Trustor hereunder shall be construed as a waiver of such event of default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise by Beneficiary of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Trustor therefrom shall in any event be effective unless the same shall be in writing and signed by Beneficiary, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose given. Acceptance by beneficiary of any payment in any amount less than the amount then due on any of the debt shall be deemed an acceptance on account only and shall not in any way affect the total amount that is due and owing or the existence of an event of default. In case Beneficiary shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under the other documents incorporated herein and shall thereafter elect to discontinue or abandon the same for any reason,

beneficiary shall have the unqualified right to do so and, in such an event, Trustor and Beneficiary shall be restored to their former positions with respect to the debt, the Property and otherwise, and the rights, remedies, recourses and powers of Beneficiary shall continue as if the same had never been invoked.

14. A determination that any provision of this All-Inclusive Deed of Trust is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this All-Inclusive Deed of Trust to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

15. Without affecting Trustor's liability for the payment of any of the debt, Beneficiary may from time to time and without notice to Trustor: (a) release any person liable for the payment of the debt; (b) extend or modify the terms of payment of the debt; (c) accept additional real or personal property of any kind as security or alter, substitute or release any property securing the debt; (d) recover any part of the Property; or (e) join in any extension agreement of this All-Inclusive Deed of Trust or any agreement subordinating the lien hereof.

16. All remedies contained in this All-Inclusive Deed of Trust are cumulative and Beneficiary shall also have all other remedies provided at law and in equity or in any other documents referenced herein. Such remedies may be pursued separately, successively or concurrently at the sole subjective direction of Beneficiary and may be exercised in any order and as often as occasion therefore shall arise. No act of Beneficiary shall be construed as an election to proceed under any particular provisions of this All-Inclusive Deed of Trust to the exclusion of any other provision of this All-Inclusive Deed of Trust or as an election of remedies to the exclusion of any other remedy which may then or thereafter be available to Beneficiary.

17. Trustor shall, on the request of Beneficiary and at the expense of Trustor: (a) promptly correct any defect, error or omission which may be discovered in the contents of this All-Inclusive Deed of Trust; (b) promptly execute, acknowledge, deliver and record or file such further instruments (including, without limitation, further mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements and assignments of rents or leases) and promptly do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this All-Inclusive Deed of Trust and to subject to the liens and security interests hereof and thereof any property intended by the terms hereof and thereof to be covered hereby and thereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements or appurtenances to the Property; (c) promptly execute, acknowledge, deliver, procure and record or file any document or instrument (including specifically, without limitation, any financing statement) deemed advisable by Beneficiary to protect, continue or perfect the liens or the security interests hereunder against the rights of interests of third persons; and (d) promptly furnish to Beneficiary, upon Beneficiary's request, a duly acknowledged written statement and estoppel certificate addressed to such party or parties as directed by Beneficiary and in form and substance supplied by Beneficiary, setting forth all amounts due under the Secured Note, stating whether any default or event of default has occurred hereunder, stating whether any offsets or defenses exist against the debt and containing such other matters as Beneficiary may reasonably require.

18. Trustor shall pay all costs and expenses of every character reasonably incurred in connection with the closing of the loan evidenced by the Secured Note and secured hereby attributable or chargeable to Trustor as the owner of the Property or otherwise attributable to any consent requested of Beneficiary, including, without limitation, appraisal fees, recording fees, documentary, stamp, mortgage or intangible taxes, brokerage fees and commissions, title policy premiums and title search fees, uniform commercial code/tax lien/litigation search fees, escrow fees, consultants' fees and reasonable attorneys' fees. If Trustor defaults in any such payment, which default is not cured within any applicable grace or cure period, beneficiary may pay the same and Trustor shall reimburse Beneficiary on demand for all such costs and expenses incurred or paid by Beneficiary, together with such interest thereon at the default interest rate from and after the date of Beneficiary's making such payment until reimbursement thereof by Trustor. Any such sums disbursed by Beneficiary, together with such interest thereon, shall be additional indebtedness of Trustor secured by this All-Inclusive Deed of Trust.

19. Trustor shall promptly notify Beneficiary in writing of any litigation or threatened litigation affecting the Property, or any other demand or claim which, if enforced, could impair or threaten to impair Beneficiary's security hereunder. Without limiting or waiving any other rights and remedies of Beneficiary hereunder, if Trustor fails to perform any of its covenants or agreements contained in this All-Inclusive Deed of Trust or in any and such failure is not cured within any applicable grace or cure period, or if any action or proceeding of any kind (including, but not limited to, any bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding) is commenced which might affect Beneficiary's interest in the Property or notice to Trustor, make any appearances, disburse any sums and take any actions as may be necessary or desirable to protect or enforce the security of this All-Inclusive Deed of Trust or to remedy the failure of Trustor to perform its covenants and agreements (without, however, waiving any default of Trustor).

20. Trustor agrees to pay on demand all expenses of Beneficiary or Trustee incurred with respect to the foregoing (including, but not limited to, reasonable fees and disbursements of counsel), together with interest thereon from and after the date on which Beneficiary or Trustee incurs such expenses until reimbursement thereof by Trustor. Any such expenses so incurred by Beneficiary, together with interest thereon as provided above, shall be additional indebtedness of Trustor secured by this All-Inclusive Deed of Trust. The necessity for any such actions and of the amounts to be paid shall be determined by Beneficiary in its discretion. Beneficiary is hereby empowered to enter and to authorize others to enter upon the Property or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to Trustor or any person in possession holding under Trustor.

21. Trustor hereby indemnifies and holds Beneficiary harmless for, from and against all loss, cost and expenses with respect to any event of default hereof, any liens (i.e., judgement, mechanics; and materialmen's liens, or otherwise), charges and encumbrances filed against the Property, and from any claims and demands for damages or injury, including claims for property damage, personal injury or wrongful death, arising out of or in connection with any accident or fire or other casualty on the Property or the improvements hereon or any nuisance made or suffered thereon, including, without limitation, in any case, reasonable attorneys' fees, costs and expenses as aforesaid, whether at pretrial, trial or appellate level, and such indemnity shall survive payment in

full of the debt. This Section shall not be construed to require Beneficiary to incur any expenses, make any appearances or take any actions.

22. Trustor acknowledges and agrees that this All-Inclusive Deed of Trust will be subject and subordinate to any liens, deeds of trust or other security instrument required for the financing of the Project.

TRUSTOR:

HELP of Southern Nevada, a Nevada non-profit corporation

By: _____
Terrie J. D'Antonio, President

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

On this _____ day of _____, 2016, Terrie J. D'Antonio, President, personally appeared before me a Notary Public in and for the County and State identified above, who is known to me to be the person described in the foregoing instrument, and who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County of Clark, the day and year first above written.

Notary Public _____ My commission expires: _____

EXHIBIT 1 TO ALL-INCLUSIVE LEASEHOLD DEED OF TRUST AND ASSIGNMENT OF RENTS

LEGAL DESCRIPTION

(APN 162-14-411-007)

A.P. NO. 162-14-411-007
23 December 2015
JOB NO. 818-028-131

EXPLANATION: THIS LEGAL DESCRIPTION DESCRIBES THAT PORTION OF "EAST FLAMINGO POINTE" SUBDIVISION (BOOK 46, PAGE 89 OF PLATS) TO BE THE SITE OF THE SHANNON WEST YOUTH CENTER, SAID PARCEL LIES BETWEEN ALGONQUIN DRIVE AND SPENCER STREET ON THE NORTH SIDE OF FLAMINGO ROAD.

LEGAL DESCRIPTION

SITUATE WITHIN THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.

BEING THAT PORTION OF LOT 1 OF "EAST FLAMINGO POINTE", THE PLAT OF SAID SUBDIVISION BEING ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE AS BOOK 46, PAGE 89 OF PLATS, DESCRIBED AS FOLLOWS:

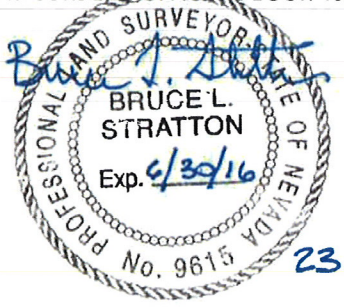
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SAID SECTION 14;
THENCE NORTH 89°36'42" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SAID SECTION 14, A DISTANCE OF 344.43 FEET TO THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID "EAST FLAMINGO POINTE" SUBDIVISION;
THENCE NORTH 03°28'41" EAST ALONG SAID WEST LINE ITS SOUTHERLY PROLONGATION, 508.22 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A DEED RECORDED JUNE 16, 1994 IN BOOK 940616 AS INSTRUMENT NO. 00909 OF OFFICIAL RECORDS, SAID POINT BEING THE **POINT OF BEGINNING;**
THENCE ALONG THE WEST, NORTH AND EAST LINES OF SAID SUBDIVISION THE FOLLOWING THREE (3) COURSES:
NORTH 03°28'41" EAST, 186.46 FEET;
THENCE NORTH 89°38'16" EAST, 345.93 FEET;
THENCE SOUTH 03°36'10" WEST, 186.32 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A DEED RECORDED SEPTEMBER 7, 1990 IN BOOK 900907 AS DOCUMENT NO. 00542 OF OFFICIAL RECORDS ;
THENCE SOUTH 89°36'34" WEST ALONG THE NORTH LINE OF SAID PARCEL AND THE WESTERLY PROLONGATION THEREOF, 345.54 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 64,291 SQUARE FEET (1.476 ACRES).

BASIS OF BEARINGS

NORTH 89°39'48" EAST, BEING THE BEARING OF THE NORTH LINE OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., AS SHOWN ON A MAP ON FILE IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AS BOOK 46, PAGE 89 OF PLATS.

BRUCE L. STRATTON
PROFESSIONAL LAND SURVEYOR
NEVADA CERTIFICATE NO. 9615
L. R. Nelson Consulting Engineers
6765 West Russell Road, Suite 200
Las Vegas, NV 89118-1884



23 DEC 2015

EXHIBIT "B"
SCHEDULE OF PERFORMANCE

Completion Schedule

Estimated Date	**Milestone**
Start Construction	March 2016
Construction Complete	June 2017
Fully Occupied	August 2017

EXHIBIT "C"
PROJECT BUDGET

EXHIBIT "D"
SITE MAP

EXHIBIT "E"
PROJECT RENDERING

EXHIBIT "F"
LEGAL DESCRIPTION

A.P. NO. 162-14-411-007
23 December 2015
JOB NO. 818-028-131

EXPLANATION: THIS LEGAL DESCRIPTION DESCRIBES THAT PORTION OF "EAST FLAMINGO POINTE" SUBDIVISION (BOOK 46, PAGE 89 OF PLATS) TO BE THE SITE OF THE SHANNON WEST YOUTH CENTER, SAID PARCEL LIES BETWEEN ALGONQUIN DRIVE AND SPENCER STREET ON THE NORTH SIDE OF FLAMINGO ROAD.

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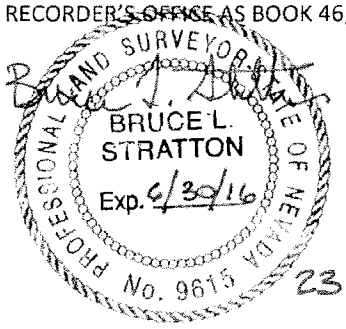
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THENCE NORTH 89°36'42" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SAID SECTION 14, A DISTANCE OF 344.43 FEET TO THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID "EAST FLAMINGO POINTE" SUBDIVISION;
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THENCE ALONG THE WEST, NORTH AND EAST LINES OF SAID SUBDIVISION THE FOLLOWING THREE (3) COURSES:
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THENCE SOUTH 03°36'10" WEST, 186.32 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A DEED RECORDED SEPTEMBER 7, 1990 IN BOOK 900907 AS DOCUMENT NO. 00542 OF OFFICIAL RECORDS ;
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CONTAINING 64,291 SQUARE FEET (1.476 ACRES).

BASIS OF BEARINGS

NORTH 89°39'48" EAST, BEING THE BEARING OF THE NORTH LINE OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 14, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., AS SHOWN ON A MAP ON FILE IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AS BOOK 46, PAGE 89 OF PLATS.

BRUCE L. STRATTON
PROFESSIONAL LAND SURVEYOR
NEVADA CERTIFICATE NO. 9615
L. R. Nelson Consulting Engineers
6765 West Russell Road, Suite 200
Las Vegas, NV 89118-1884



23 DEC 2015

EXHIBIT "G"
DISCLOSURE OF PRINCIPALS

DISLCLOSURE OF PRINCIPALS

The principals and partners of HELP of Southern Nevada, Inc., and all persons and entities holding more than 1% ownership interest therein, are the following:

	FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
	None (See attached Board of Directors)		

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

HELP of Southern Nevada, a Nevada non-profit corporation

By: _____
Terrie J. D'Antonio, President

Subscribed and sworn to before me this
_____ day of _____, 2016.

_____
Notary Public

City of Las Vegas Agenda Item No.: **16.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: FINANCE
DIRECTOR: VENETTA APPLEYARD ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve award of Mutual Use Contract No. 160109-SK, TYMCO Sweepers - Department of Operations and Maintenance - Award recommended to: TYMCO, INC (Not-to-Exceed $650,000 - City Equipment Internal Service Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

Amount: $650,000
Funding Source: City Equipment ISF
Dept./Division: Operations and Maintenance

PURPOSE/BACKGROUND:
This request provides for the purchase of three TYMCO regenerative air sweepers to replace City-owned vehicles per the City's vehicle replacement policy. This item is exempt from the competitive bidding process pursuant to NRS 332.195, which allows local governments to use the contract of other local governments with the authorization of the contracting vendor. TYMCO, Inc. is located in Waco, Texas.

PCC: S. Kessler
PCC: Ron Holy - (254) 717-4583

RECOMMENDATION:
That City Council approve award of Mutual Use Contract No. 160109-SK, TYMCO Sweepers to TYMCO, Inc. in the not-to-exceed amount of $650,000. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Mutual Use Contract No. 160109-SK

MUTUAL USE CONTRACT

THIS Contract is made and entered into this _____ day of _____, 20___, by and between the CITY OF LAS VEGAS (herein the "City"), a municipal corporation within the State of Nevada, and TYMCO, Inc. (herein the "Supplier"), a corporation organized and existing under the laws of the State of Texas.

RECITALS

WHEREAS, the Supplier and Houston-Galveston Area Council (HGAC) (herein "Originating Government Entity") have entered into that Contract dated April 1, 2014 (Bid No.: SW04-14), which provides for Sweeping Equipment (herein the "Supplier Contract"); and

WHEREAS, pursuant to NRS 332.195, governmental entities within this State may join or use the contracts of other governmental entities with the authorization of the Supplier; and

WHEREAS, the City desires to use the Supplier Contract between the Supplier and the Originating Government Entity; and

WHEREAS, the City and Supplier intend to enter into an agreement between themselves using the terms, conditions and specifications of the Supplier Contract to the extent such are incorporated by reference herein.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following:

1. This Contract shall consist of Exhibit "A", Special Conditions (4 pages), attached hereto and incorporated herein, Exhibit "B" (6 pages), Attachment "1" (1 page), and Attachment "2" (1 page), the terms, conditions and covenants of the Supplier Contract, a copy of which is attached hereto and made a part hereof.

2. As required pursuant to NRS 332.195, the Supplier hereby authorizes and consents to the City using the terms, conditions and covenants of the Supplier Contract as the basis for this Contract, and the City hereby agrees, in consideration of such authorization and consent, to be bound by the terms, conditions and covenants of the Supplier Contract to the extent that the same are incorporated herein as a part of this Contract.

3. The Supplier Contract is based upon the estimated procurement figures of the Originating Government Entity. The City hereby agrees to the purchase of supplies and/or services in greater or lesser amounts than estimated in the Supplier Contract. The City reserves the right, however, to terminate this Contract and bid or negotiate a new contract if procurements by the City under this Contract are significantly greater than the estimated amounts in the Supplier Contract.

4. This Contract and the rights granted hereunder to the City shall continue in force and effect for the period of time set forth in the Supplier Contract. In the event that the Supplier Contract is terminated for any reason, including the Originating Government Entity's failure to exercise any or all of the options granted thereunder, the City shall have the right to continue this Contract in force and effect despite such termination, and to exercise any and all of the options which the Originating Government Entity fails to exercise thereunder.

5. The City reserves its right to terminate this Contract and its use of the Supplier Contract for any reason whatsoever, and such termination shall be effective ten (10) days after written notice is provided to the Supplier. The City's exercise of its right to terminate herein shall have no effect on the Supplier Contract between the Supplier and the Originating Government Entity.

6. Any change or modification to the Supplier Contract between the Supplier and the Originating Government Entity shall be applicable to the City if so agreed to in writing by the City. In the event that such change or modification adversely impacts the City, the City may elect not to incorporate the change or modification as part of this Contract.

7. Any notice or other communication given in connection with this Contract shall be made in writing. Any notice required to be given under the terms of this Contract shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, (iii) transmitted by email with confirmation of receipt by addressee, or (iv) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: Manager, Purchasing and Contracts
City Hall, Third Floor
495 South Main Street
Las Vegas, NV 89101
Fax: 702-384-9964
Email: purchasing@lasvegasnevada.gov

FOR THE COMPANY: Attn: Kenneth J. Young
TYMCO, Inc.
P. O. Box 2368
Waco, TX 76703
Phone: 254-799-5546
Fax: 254-799-2722
Email: kenneth.young@tymco.com

The parties shall provide written notification of any change in the information stated above. For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

8. The Supplier agrees to provide and maintain insurance coverages as defined in Exhibit "A" Section 2, Insurance, for the entire term of this Contract. Certificates of insurance and other required documents must be received and validated as compliant by the City's representative, Insurance Tracking Services (ITS), prior to City execution of the Contract.

9. Unless the content indicates otherwise, references in the Supplier Contract to the Originating Government Entity shall be understood and interpreted to refer to the City for purposes of this Contract.

10. This Contract may be executed in counterparts. All such counterparts will constitute the same Contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter

11. Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Supplier acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Supplier recognizes that if the Supplier or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Supplier in breach of contract and terminate Contract.

12. Fair Employment Practices: In connection with the performance of work under this Contract, the Supplier agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Supplier further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Supplier shall constitute a material breach of this Contract

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

YOLANDA C. JONES, C.P.M., CPPO
Manager, Purchasing and Contracts — Date

ATTEST:

LUANN D. HOLMES, MMC
City Clerk — Date

APPROVED AS TO FORM:

Robert Sylvain 1-21-16
Deputy City Attorney — Date

TYMCO, Inc.

Kenneth J. Young 2-2-16
Kenneth J. Young, President — Date

EXHIBIT A - SPECIAL CONDITIONS

1. Agreement Type

This is an Agreement for a one-time purchase of the Goods described in Paragraph 2 below.

2. Pricing

(a) Payment to the Company will be made only for the actual quantities of Goods delivered and accepted.

(b) Prices and description of Goods are as follows:

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1	TYMCO Model 600 Regenerative Air Sweeper With Accessories Per HGAC Pricing Worksheet, Attachment "1".	3	$214,190.00	$642,570.00
1	Freight	1	$5,600.00	$5,600.00
	Total			$648,170.00

(c) The prices set forth in (b), above, include all costs associated with delivering and tendering the Goods to the City, including expenses for inspection, meeting warranty requirements, and complying with all terms of this Agreement.

3. Taxes

The City is exempt from paying Sales and Use Taxes under the provision of Nevada Revised Statues 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The price(s) set forth in Paragraph 2 are net, exclusive of these taxes. The Company shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any Goods delivered under this Agreement. The Company agrees to defend, indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

4. Invoices [CAO-5/2/12]

a) The Supplier shall submit a detailed invoice to the City, after shipment of Goods. All invoices should identify the following items:

(i) the date of the invoice and invoice number;
(ii) the purchase order number;
(iii) the Contract Item against which charges are made; and
(iv) performance dates covered.

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Supplier will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Supplier shall submit the original invoice to:

ATTN: Accounts Payable
Department of Finance
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101 – 2986

5. Insurance [CAO-04/08/15]

The Company shall procure and maintain Workers' Compensation, General Liability and Auto Liability Insurance, at its own expense, for all work related to the performance of this Contract.

6. Indemnification [CAO-5/2/12]

a) In addition to the insurance requirements set forth in Section 5 (Insurance), the Supplier shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or intentional, on the part of the Supplier, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, except to any extent that the Liabilities were caused in part by the City.

b) If a third party claim against the City for negligent performance by the Supplier is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Supplier what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Supplier under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Supplier, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

c) It is expressly agreed that the Supplier shall defend the City against the Liabilities and in the event that the Supplier fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including reasonable attorney's fees and court costs, to the Supplier.

7. Vehicles

(a) **Latest Model (Vehicles)** Supplier guarantees that the equipment offered is the latest and most improved model currently in production and not scheduled to be replaced, or deleted from the manufacturer's line within ninety (90) days immediately following Award.

(b) **Equipment Modifications (Vehicles)** All equipment modifications shall be made by an authorized factory representative.

(c) **Vehicle Title Fees (Vehicles)** The Supplier shall be responsible to pay any and all title fees. Out-of-State Supplier shall remit the $28.25 Nevada title fee made payable to State of Nevada Department of Motor Vehicles at time of delivery for each vehicle awarded.

(d) **Vehicle Dealer's Report of Sale (Vehicles)** Dealer's Report of Sale shall be addressed to: City of Las Vegas. Out-of-State Supplier must furnish a Manufacturer's Statement of Origin (MSO) and Nevada Department of Motor Vehicles, Vehicle Identification Number (VIN) Inspection Report at time of delivery for each vehicle awarded.

8. Delivery Requirements

(a) **F.O.B. Destination**. All deliveries shall be F.O.B., Destination. The delivery point shall be the City of Las Vegas, East Fleet Service Center 3128 E. Bonanza Ave Las Vegas, NV 89101-2402.

(i) The Supplier shall pay all freight charges. The Supplier shall file all claims and bears all responsibility for the products from the point of origin to the City's destination. All prices shall include delivery as well as any necessary unloading.

(b) **Delivery Coordination.** The Supplier shall provide the City with twenty-four (24) hour notice prior to delivery. All deliveries are to be coordinated with Dave Bougsty 702-229-5170. The City reserves the right to refuse delivery if advance notice is not given.

(i) The Supplier shall be responsible for unloading material at the designated delivery address: East Fleet Service Center 3128 E. Bonanza Ave Las Vegas, NV 89101-2402 .

(ii) The Sweepers will be delivered on the first Tuesday available after the Dealers Pre Delivery Inspection. Training on the use of the Sweepers will be provided by the Dealer in a two hour session over the next three days after delivery. Coordination for the training sessions will be with the City's Project Manager.

(c) **Maximum Delivery Time**. The maximum delivery time is 180 calendar days after receipt of order. Failure to meet the delivery time specified shall constitute a breach of contract.

(d) **Partial Shipments**. Partial shipments will be permitted.

(e) **Failure to Deliver**. In the event that the Supplier fails to deliver the product(s) in accordance with the terms and conditions of the Contract, the City shall have the option to either terminate the Contract or procure the product(s) from another supplier. If the product(s) is procured from another supplier, the Supplier shall pay the City any difference between the contract price(s) and the price(s) paid to the other supplier plus any and all administrative costs incurred associated with the re-procurement.

9. Additional Delivery Instructions

The Company shall provide two operation and maintenance manuals for all systems on the Sweepers. Additionally four sets of keys are to be provided with each Sweeper.

10. Documentation

The Supplier shall be required to furnish one (1) complete set of parts, service and operator manuals for each Sweeper delivered. Parts, service and operator manuals are to be written so that a qualified technician can read and interpret effectively the contents.

11. Training

Training in the form of three two (2) hour training sessions shall be provided to City personnel by qualified factory trained personnel, in the proper operation techniques, including care and maintenance of the Sweepers, at the Supplier's expense. This training shall take place at East Fleet Service Center 3128 E. Bonanza Ave Las Vegas, NV 89101-2402 ., within the three days following delivery.

12. Service Calls and Response Times

Upon receipt of a service call, the Supplier's qualified maintenance technician must respond by phone within two (2) hours of the initial call for service. If on-site service is required, the technician must respond on-site twenty four (24) hours. If response is not possible due to insufficient time remaining in the day (before 5:30 p.m..), the twenty four (24) hour maximum continues from 8:00 a.m.. of the next work day.

13. Inspections

(a) **Pre-Delivery Inspection**. Prior to delivery, the Sweepers shall be completely inspected and serviced by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the manufacturer's standard pre-delivery service checklist shall be completed for the Sweepers signed by a representative of the organization performing the inspection/service and delivered with the Sweepers.

(b) **Inspection Upon Delivery**

(i) The Lift Trucks will be inspected at time of delivery, by an authorized representative of the City, for workmanship, appearance, proper functioning of all equipment and systems and conformance to all other requirements of this specification. The Inspection Period will consist of three business days and the acceptance or rejection of the Lift Truck will be completed at the end of the three day Inspection Period. In the event deficiencies are detected, the Dump Truck will be rejected to enable the Supplier to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not be made until the corrective action is made, the Lift Truck re-inspected and accepted. All Warranties shall be reset to the date of acceptance.

(ii) It shall be the responsibility of the Supplier to arrange for the return and to pay all costs for return due to commodities returned pursuant to this clause.

14. Warranties

(a) **Warranty Exclusions Prohibited**. The City will NOT accept any warranty clause from the manufacturer or Supplier, which states:

(i) That the warranty of merchantability and/or the warranty of fitness for a particular purpose is excluded from the offer to the City
(ii) That the manufacturer's and/or the Supplier's warranty clause is in lieu of all other warranties that are either expressed or implied.

(b) In addition to the above restrictions, the warranty requirements of the Contract shall exist in a direct extension from the manufacturer to the City as well as from the Supplier to the City if the items are sold by a distributor or agent.

(c) **Warranty**

The Manufacturer's standard warranties, set forth in Attachment "2" applies in its entirety.

EXHIBIT B - SUPPLIER CONTRACT

LIST OF DOCUMENTS

Title	Pages
HGAC Contract # SW04-14	5

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
TYMCO, INC.
Waco, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments,** hereinafter referred to as **H-GAC,** having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **TYMCO, Inc.** hereinafter referred to as the **CONTRACTOR,** having its principal place of business at 225 East Industrial Boulevard, Waco, Texas 76705.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Sweeping Equipment** Contract to become effective as of April 1, 2014, and to continue through March 31, 2016 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC. H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER,** for the purchase of **Sweeping Equipment** offered by the **CONTRACTOR.** The **CONTRACTOR** agrees to sell **Sweeping Equipment** through the **H-GAC** Contract to **END USERS.**

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:**SW04-14,** including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **SW04-14,** including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR.** No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC,** the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR. CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR.**

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract , routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC, CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.
EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER, CONTRACTOR**'s total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC** , its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR**'s negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR.**

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER. CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR.**

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR, H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER, CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC**'s Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC**'s order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR.**

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]*

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council**, Houston, Texas: _____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council**, Houston, Texas: _____
Deidre Vick, Director of Public Services

Date: March 12, 2014

Signed for **TYMCO, Inc.** Waco, Texas: _____

Printed Name & Title: Kenneth J. Young, President

Date: March 6, 2014

Attest for **TYMCO, Inc.** Waco, Texas: _____

Printed Name & Title: Kaye Morgan, Sales/Production Coordinator

Date: March 6, 2014

Attachment-A

Vendor: **TYMCO, Inc**
Contract: SW04-14: Sweeping Equipment

Applicable items are the base unit (Form-D) items listed in the table below, as well any options priced in offeror's Form-E submittal. Each Base Unit line item below shall be turn-key functional systems, ready for operation upon delivery and shall be priced and equipped in a manner consistent with H-GAC's SW04-14 specification requirements.

HGAC PRODUCT CODE	MFGR	MODEL	PRICE
BH01	Tymco	210-D: regenerative air sweeper; auxiliary engine: Kubota V2403MT Tier 4i turbocharged diesel, 56 hp; hopper: 2.4 cu.yds.; standard sweep path, max: 98"	$42,500
BH02	Tymco	210h: regenerative air sweeper; *hdrive* hydraulic power system; single engine design; BlueLogic Control System; hopper: 2.4 cu.yds.; standard sweep path, max: 98"	$40,250
BH03	Tymco	435: mid-sized regenerative air sweeper; auxiliary engine: Kubota V2403T Tier 4i turbocharged diesel, 56 hp; hopper: 4 cu. yds.; water tank: 150 gallons; standard sweep path, max: 130"	$63,250
BH04	Tymco	DST-4: mid-sized regenerative air dustless sweeping technology sweeper; auxiliary engine: Kubota V2403T Tier 4i turbocharge diesel, 56 hp; hopper: 4 cu. yds.; water tank: 76 gallons; standard sweep path, max: 130"	$113,500
BH05	Tymco	DST-6: full size regenerative air dustless sweeping technology sweeper; auxiliary engine: Deere 4045T turbocharged diesel, 99 hp; hopper: 6 cu. yds.; water tank: 220 gallons; standard sweep path, max: 142"	$165,350
BH06	Tymco	Model 600: regenerative air sweeper; auxiliary engine: Deere 4045T turbocharged diesel, 99 hp; hopper: 7.3 cu.yds.; water tank: 220 gallons; standard sweep path, max: 142"	$95,750
BH07	Tymco	Model 500-X: high side dump regenerative air sweeper; auxiliary engine: 115 hp Deere 4045T turbocharged diesel; hopper: 5.7 cu. yds., stainless steel; water tank: 250-gallons; dump height: 2-11'; standard sweep path, max: 142"	$149,650
CD01	Tymco	HSP: regenerative air high speed performance runway sweeper; auxiliary engine: Deere 4045T turbocharged diesel, 99 hp; hopper: 7.3 cu.yds.; water tank: 220 gallons; standard sweep path, max: 120"	$102,750

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	SW04-14	Date Prepared:	7/7/2015

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Las Vegas, NV	Contractor:	TYMCO, Inc. (ISSUE P.O. TO TYMCO, Inc.- email below)
Contact Person:	Steve Kessler	Prepared By:	Kaye Morgan
Phone:		Phone:	254-799-5546
Fax:		Fax:	254-799-2722
Email:	skessler@lasvegasnevada.gov	Email:	kaye.morgan@tymco.com

Product Code:	BH06	Description:	TYMCO Model 600 Regenerative Air Sweeper

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $ 95,750.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

Description	Cost	Description	Cost
Hopper Drain	$ 565.00	Gutter Broom Tilt Adjuster - Left & Right	$ 1,300.00
Hopper Deluge	$ 815.00	Abrasion Protection Package	$ 1,275.00
Gutter Broom Drop Downs - Left & Right	$ 1,800.00	Auxiliary Hydraulic System	$ 1,130.00
Broom Assist Pick-Up Head	$ 4,350.00	Pick-Up Head Curtain Lifter	$ 1,605.00
Reverse Pick-Up Head System	$ 410.00	Traffic Directing Light - LED (Whelen TACF85LH)	$ 1,200.00
Auxiliary Hand Hose - 8"	$ 1,225.00	2014 International 4300-DT Chassis - 152" WB	$ 77,750.00
		John Deere iT4 Auxiliary Engine	$ 14,000.00
High Capacity Dust Separator is standard on HGAC		**PRICES GOOD THROUGH 3/31/2016**	
contract			
		Subtotal From Additional Sheet(s):	
		Subtotal B:	$ 107,425.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

Description	Cost	Description	Cost
Auxiliary Engine Heat Deflector	$ 600.00	Dump Switch in Cab	$ 200.00
Fire Extinguisher	$ 80.00	Amber Beacon Light - LED (Additional)	$ 350.00
Hazard Reflectors	$ 50.00	Spare Tire & Wheel	$ 750.00
2017 International 4300-DT Chassis UPGRADE 152"	$ 4,410.00	Amber Beacon Light - LED - Cab Mounted	$ 350.00
Low Emission Package	$ 1,800.00	Broom Assist Pick-Up Head Deluge	$ 225.00
LED Lights - Stop/Turn/Tail/Clearance/Markers	$ 500.00	Additional Water Nozzles w/Separate Switch - Hopper	$ 400.00
Front Bumper Spray Bar	$ 500.00	Additional Water Nozzles w/Separate Switch - GB (2)	$ 800.00
		Subtotal From Additional Sheet(s):	
		Subtotal C:	$ 11,015.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	5%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C) $ 214,190.00

Quantity Ordered:	3	X Subtotal of A + B + C:	$ 214,190.00	=	Subtotal D:	$ 642,570.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Freight/PDI/Inservice	$ 5,600.00		
		Subtotal F:	$ 5,600.00

Delivery Date:	**90-150 Days**	**G. Total Purchase Price (D+E+F):**	$ 648,170.00

REGENERATIVE AIR SWEEPERS

REGENERATIVE AIR SWEEPER® WARRANTY

TYMCO REGENERATIVE AIR SWEEPERS ("TYMCO Product") are warranted to be free from defective materials and workmanship for a period of 12 months or 1,000 hours from date of delivery and such period being hereinafter referred to as "warranty period." It is the sole responsibility of the dealer in whose territory the TYMCO Products are used, with respect to the warranty period to replace, free of charge, F.O.B. Waco, Texas, any original TYMCO part or parts which may prove to be defective due to defective workmanship or materials within the warranty period. This warranty does not apply to instances where there has been use of unauthorized parts or changes to the TYMCO Product, whether done voluntarily or by incompetence, carelessness, negligence, accident or need of attention upon the part of the purchaser, agents, employees or other parties.

This warranty shall not cover normal maintenance and adjustments, and shall not include, nor shall Seller or TYMCO be liable or responsible for, material for normal wear and usage.

TYMCO reserves the right to change the design and construction of the TYMCO Product when, in its sole discretion, any such change represents an improvement to the TYMCO Product.

All non-TYMCO purchased equipment and accessories are subject to that manufacturer's guarantee to the extent that such guarantee may apply and are not subject to this warranty nor to any implied warranty by TYMCO or the Seller.

THIS WARRANTY BY TYMCO AND/OR SELLER IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER TYMCO NOR SELLER SHALL BE LIABLE FOR ANY DAMAGES OF ANY KIND OR NATURE, WHETHER DIRECT OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL WITH RESPECT TO THE SALE, USE OR PURCHASE OF THE TYMCO PRODUCT. FURTHER, NEITHER TYMCO NOR SELLER SHALL BE LIABLE FOR ANY DAMAGES BY REASON OF LOSS OF PRODUCTION, DOWN TIME, LOSS OF PROFITS OR LOSS OF INCOME ARISING FROM ANY REASON WHATSOEVER.

NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTIES OR TO ASSUME ANY OTHER LIABILITY ON TYMCO'S BEHALF UNLESS MADE IN WRITING BY TYMCO, AND NO PERSON IS AUTHORIZED TO GIVE ANY WARRANTIES OR TO ASSUME ANY LIABILITIES ON THE SELLER'S BEHALF UNLESS MADE IN WRITING BY THE SELLER.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

City of Las Vegas Agenda Item No.: **17.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: JERRY WALKER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve an Intergovernmental Agreement between the City of Las Vegas and Southern Nevada Regional Housing Authority (SNRHA) for the City to provide fuel, repair and maintenance services to fleet vehicles owned by SNRHA - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City's Fleet Services Division is willing to provide repair, maintenance, and fuel to the fleet vehicles owned by SNRHA in accordance with the provisions of this Agreement for a term of three years. SNRHA agrees to pay the City for all labor, parts, supplies, sublet services and fueling charges supplied.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF LAS VEGAS
AND
SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY FOR MAINTENANCE AND FUEL SERVICES

THIS INTERGOVERMENTAL AGREEMENT ("Agreement") is made and entered into this **2nd day of March 2016,** by and between the City of Las Vegas ("City"), a municipal corporation within the State of Nevada and Southern Nevada Regional Housing Authority (hereinafter referred to as the " "SNRHA"), a quasi-governmental agency.

WITNESSETH

WHEREAS, NRS Chapter 277 authorizes public agencies to enter into an agreement whereby one governmental agency provides services for the benefit of another public agency;

WHEREAS, the SNRHA is the owner of the fleet of vehicles more fully identified below (hereinafter identified as "Fleet"), that are used to support the day-to-day activities of SNRHA;

WHEREAS, SNRHA requires the continuous and uninterrupted use of the Fleet in order to provide its services for the benefit of the citizens of the City, and therefore, it is of paramount importance that the Fleet be maintained in a useable and operational condition; and
WHEREAS, the City, through its Department of Operations and Maintenance, Fleet Services Division, is willing to provide repair, maintenance, and fuel to the Fleet in accordance with the provisions of this Agreement.

NOW THEREFORE, in view of the above stipulations and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties do agree as follows:

1) **REPAIRS, MAINTENANCE, AND FUEL.** The City hereby agrees to perform repairs and maintenance services necessary to maintain the Fleet as identified in **ATTACHMENT A.** Attachment A will list every vehicle the City will service and allows for only new purchases to be added, with the maximum number of units to be serviced not to exceed 110 total. All additions must be units "new" to the SNRHA Fleet. These can be previously owned. This does not allow for units that are being serviced under another contract with a municipality that have been released and now need service.

   SNRHA will be responsible for transporting their vehicles in need of repairs etc. to the City's Fleet Services Division operational site located at: 3128 East Bonanza Road ("East Service Center") or 2950 Ronemus Drive ("West Service Center"). Upon notification that a vehicle is ready for pickup, SNRHA will pick up the unit within 10 calendar days.

   Pickup notification will be via e-mail from the City to the designated and standardized SNRHA points of contact. SNRHA is to provide no more than four (4) standard points of contact, and update the City of any changes to the distribution list within ten (10) calendar days. The City will provide a similar list for e-mail communications related to the administration of this Agreement. This list of contacts will apply to all additional formal communications.

   Failure to pick up a vehicle within ten (10) calendar days of notice will result in a $10.00 per calendar day storage fee.

2) **SERVICE FEE.** SNRHA agrees to pay the City for all labor, parts, supplies, sublet services, and fueling charges supplied. The labor rate is $75.00 per hour,. Parts and sublet services will be chargedat cost plus 35%. Fuel will be charged at the same unit rate applied to City vehicles. In addition, a one-time setup fee of $100.00 will be assessed for each new vehicle that is to be serviced by the City. This includes the units added in this Agreement, which are not currently in the City system. The setup fee is applied to address software license and data configuration costs. Fuel control keys which require replacement due to loss or user damage will be assessed a $25 replacement fee.

   The City will invoice SNRHA for service(s) provided in accordance with those stipulated above. Payment shall be made to the City within forty (40) calendar days of receipt of invoice. Any payment made after forty (40) calendar days, is subject to a 0.5% penalty, per calendar day. If a payment is forty five (45) or more calendar days late, the City reserves the right to cease all fueling and service support, as well as hold any SNRHA units within its possession, pending reconciliation of accounts. In the event of nonpayment, the City reserves all other rights to pursue payment. In the event fueling services are suspended due to nonpayment, reinstatement of services will require a payment of $25.00 per unit.

All payments must be submitted to the City Finance Department, at 495 South Main Street, 4th Floor.

The initial not-to-exceed amount during the term of this Agreement is Five Hundred Thousand Dollars (**$500,000.00).** This amount may be amended by mutual written agreement between SNRHA and the City.

3) **JOB TASKS.** The City will provide a list of general job tasks that are to be performed on the Fleet. These tasks are specified in **ATTACHMENT B** and are to include: Quarterly and Annual services, emissions testing, and standard vehicle repair and maintenance activities.

4) **REPAIR ESTIMATES.** It is understood and agreed that the SNRHA will not require prior verbal and/or written approval for any individual repair or maintenance job task up to $1,000.00 per activity. If a series of service activities will yield a cumulative cost in excess of $2,500.00, SNRHA approval is required prior to exceeding that amount. Submittal and approval of estimates in excess of the listed amounts will be via e-mail communication between the designated standard contacts. Such approval must be submitted by SNRHA within five (5_calendar days of the City's submittal of request.

5) **FUELING STATION ACCESS.** The City agrees to provide fuel site access to the various City-owned and operated fueling facilities per the listing in **ATTACHMENT C**. The City will provide the necessary fueling keys (i.e. prokees) to access the automated fueling system as requested by SNRHA for staff authorized to utilize the fueling facilities.

6) **AUTOMATED WORK ORDER SYSTEM.** The City agrees to enter all work performed on the Fleet into a City generated automated work order system. Each SNRHA vehicle will have a unique and exclusive vehicle tracking number under the numerical prefix of 7xxx. The system will archive historical data on each vehicle serviced to establish a maintenance and repair history. Additionally, the City agrees to incorporate respective vehicles into the preventative maintenance notification system.

7) **INSURANCE.** SNRHA will list the City as an additional insured to their automotive insurance policy. A Certificate of Insurance evidencing such coverage shall be provided to the City prior to the execution of this Agreement. The Certificate of Insurance shall include a waiver of subrogation of claims against the City.

8) **SNRHA LANGUAGE.** The City will list SNRHA as an additional insured to their general liability insurance policy. A Certificate of Insurance evidencing such coverage shall be provided to SNRHA prior to the execution of this Agreement. . The Certificate of Insurance shall include a waiver of subrogation of claims against SNRHA.

9)

10) **SECURITY ACCESS.** The City agrees to issue a gate card to each SNRHA employee requiring access to the East Service Center at 3128 East Bonanza Road and the West Service Center at 2950 Ronemus.

11) **POLICIES AND PROCEDURES.** SNRHA agrees that all staff will be required to follow applicable regulatory and City operational and safety requirements. City will provide copies of applicable documents as appropriate.

12) **AGREEMENT PERIOD.** This Agreement shall be for a term of **three (3) years** commencing on the effective date of **March 2, 2016, and expiring on March 3, 2019,** unless extended by written notice between the parties. Each subsequent extension will be consecutive unless superseded by agreement between the parties, and subject to the current year's budget approval.

13) **TERMINATION.** Either party may terminate this Agreement for any reason whatsoever by providing to the other party thirty (30) days written notice of termination.

14) **ASSIGNMENT.** The requirements and benefits of this Agreement may not be assigned, transferred or delegated without the written consent of all parties hereto.

15) **SEVERABILITY.** It is not the intent of either party to violate any laws of the State of Nevada or of the United States of America. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contravention of any such laws, the parties will enter into immediate negotiations to rectify the offending clause or clauses. The remainder of this Agreement shall remain in full force and effect.

16) **NEVADA LAW.** This Agreement will be governed by Nevada Law.

17) **MODIFICATION TO THE AGREEMENT.** This Agreement may be amended or modified only by written Agreement duly executed by the respective governing board of each party hereto or their authorized representatives.

18) **WAIVER.** The failure of any party to enforceat any time or for any period of time, the provisions herein, shall not be construed as a waiver of such provisions or of the rights of any party to enforce each and every provision.

19) **INDEMNIFICATION BY SNRHA.** To the extent permitted by law, SNRHA shall protect, indemnify and hold the City, officers and employees harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, attorney fees and court costs (collectively herein the "Claims") which the City, its officers or employees may suffer as a result of, by reason of, or as a consequence of, the negligent acts or omissions of SNRHA, its employees, subcontractors or agents in performance of this Agreement. As part of its obligation hereunder, SNRHA shall, at its own expense, defend the City, its officers and employees, against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, any negligent act or omission of, SNRHA, its employees, subcontractors or agents, for and against, which SNRHA is obligated to indemnify the City. If SNRHA shall fail to do so, the City shall have the right, but not the obligation, to defend the same and charge SNRHA and be paid by SNRHA, for all direct and incidental costs of such defense (including attorney fees and court costs)

20) **INDEMNIFICATION BY CITY.** To the extent authorized by law, the City shall protect, indemnify and hold SNRHA, its officers and/or employees harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, attorney fees and court costs, (collectively herein the the "Claims") which SNRHA, its officers and/or employees may suffer as a result of, by reason of, or as a consequence of, the negligent acts or omissions of the City, its employees, subcontractors and/or agents in performance of this Agreement. As part of its own expense, defend SNRHA, its officers and/or employees against the "Claims" which may be brought against them, or any of them as a result of, by reason of, or as a consequence of, any negligent act or omission of, the City, its employees, subcontractors or agents for and against which the City is obligated to indemnify SNRHA. If the City shall fail to do so, SNRHA shall have the right, but not the obligation, to defend the same and charge the City and be paid by the City, for all direct and incidental costs of such defense (including attorney fees and court costs).

21) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding of the parties hereto and supersedes all other oral and written negotiations, agreements, and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by either party hereto or its officers, employees, beneficiaries, or other agents to induce execution of this Agreement.

IN WITNESS HEREOF, this Agreement has been made and entered into, and shall become effective on the date of its execution.

CITY OF LAS VEGAS

By: _____
Carolyn Goodman, Date
Mayor

ATTEST:

By: _____
City Clerk Date

APPROVED AS TO FORM

Robert S. Sylvain 2-9-16
Robert S. Sylvain, Date
Deputy City Attorney

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

By: _____
John Hill, Date
Executive Director

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

By: _____
Theodore Parker III, Date
Legal Counsel

ATTACHMENT A
SNRHA FLEET LIST VEHICLE ASSIGNMENTS

ATTACHMENT A

SNRHA FLEET LIST VEHICLE ASSIGNMENTS

#	CLV # (RTA List 02/04/16)	SNRHA ID #	Model Year	Make	Model	VIN	License # (x=plate removed)	Primary Fuel Type	Dept	AMP	Employee Assigned
1	7102	102	1997	Chevrolet	Lumina / Sedan	2G1WL52M7V9323496	EX32565	Unleaded	OPE	404	Carlos Leon
2	7124	124	1997	Ford	F150	1FTDX1765VKD46442	EX32564	Unleaded	AFC	BH	*Carrasco
3	7220	220	2001	Chevrolet	3500 VAN/DIESL	1GCHG35F811224805	EX39799	Diesel	OPE	401	John Jones
4	7221	221	2002	Ford	DUMP/1TN	1FDAF56F42EC20030	EX40929	Unleaded	AFC	ahcc	unassigned
5	7225	225	2003	Ford	F350	1FDSX34P03EB92326	EX22986	Diesel	AFC	BH	Bohdan Maciech
6	7226	226	2003	Ford	E350/VAN CNG	1FDSE34M63HA71892	EX22293	CNG	OPE	409	John Phillips - TANK EXPIRES 03/2016
7	7233	233	2004	Ford	F150	2FTRF17W34CA68023	EX45742	Unleaded	OPE	409	409 Staff
8	7240	240	2010	Ford	F150	1FTMF1CW9AKA48401	EX58544	Unleaded	OPE	409	Luis Molina
9	7241	241	2010	Ford	F250	1FTNF2A55AEA90292	EX58789	Unleaded	OPE	406	Jorge Marty
10	7259	259	1991	Chevrolet	S30 Van	2GAGG39K1N4102815	EX27182	Unleaded	903-6-08	SS	Drivers
11	7281	281	1993	Ford	Econo Van	1FBJS31G1PHB80262	EX28634	Unleaded	903-6-08	SS	Drivers
12	7287	287	1995	Chevrolet	G30 Van	1GAHG39N0SF206135	EX19621	Unleaded	903-6-08	SS	Drivers
13	7288	288	1995	GMC	Sierra Truck	1GTGC24K9SE535847	EX20515	Unleaded	OPE		unassigned
14	7289	289	1995	GMC	RCAB Sierra	1GDKC34N9SJ526885	EX20100	Unleaded	OPE	409	Ron Abrams
15	7290	290	1995	GMC	RCAB Sierra	1GDKC34N4SJ515082	EX19649	Unleaded	OPE	406	406 Staff
16	7291	291	1995	GMC	RCAB Sierra	1GDKC34N8SJ517806	EX22131	Unleaded	OPE	408	Roosevelt Moore
17	7295	295	1995	Chevrolet	Cutaway	1GBHG31K2SF250649	EX26322	Unleaded	OPE		unassigned
18	7296	296	1997	Chevrolet	2500 Truck	1GCGC24F9VZ128367	EX19626	Diesel	OPE	409	Carl Polito
19	7298	298	1998	Isuzu	NPR Truck	JALC4B1K1W7002271	EX26324	Diesel	OPE	406	Michael Smith
20	7305	305	1999	Ford	20 Pas. Bus	1FDXE40S8XHA75514	EX19905	Unleaded	903-6-08	SS	Drivers
21	7306	306	2000	Chevrolet	Silverado	1GCGC24F7YF420007	EX52374	Diesel	OPE	402	Ed Jones
22	7307	307	2000	Chevrolet	3500 Truck	1GBGC34F7YF419871	EX19629	Diesel	OPE	408	Jason Day
23	7311	311	2000	Chevrolet	3500 Truck	1GBGC34F9YF502914	EX26337	Diesel	OPE	407	Ron Apodaca
24	7312	312	2000	Chevrolet	3500 Truck	1GBGC34F5YF494441	EX26335	Diesel	OPE	409	Paul Breaux (Acting Sup)
25	7313	313	2000	Chevrolet	3500 Truck	1GBGC34F4YF493958	EX26336	Diesel	OPE	409	John Yelverton
26	7316	316	1990	JOHN DEERE	310C	T0310CA746144	Unit#7316		OPE	PH	unassigned
27	7317	317	2001	Ford	F350 Truck	1FTSF30F01EC32955	EX26328	Diesel	OPE	406	Alan Karganilla
28	7318	318	2001	Ford	F350 Truck	1FTSF30F91EC32954	EX26334	Diesel	OPE	404	Hogland
29	7319	319	2001	Ford	F350 Truck	1FTSF30F71EC32953	EX26339	Diesel	OPE	403	Larry Clary
30	7320	320	2001	Ford	F350 Truck	1FTSF30F51EC32952	EX19602	Diesel	OPE	406	Todd Ercolani
31	7321	321	2001	Ford	F350 Truck	1FDWF36F81EC32951	EX19623	Diesel	OPE	407	Leonard Wolfram

ATTACHMENT A

SNRHA FLEET LIST VEHICLE ASSIGNMENTS

#	CLV # (RTA List 02/04/16)	SNRHA ID #	Model Year	Make	Model	VIN	License # (x=plate removed)	Primary Fuel Type	Dept	AMP	Employee Assigned
32	7323	323	2001	Chevrolet	3500 Truck	3GBKC34F81M111916	EX19632	Diesel	903-6-08	SS	Drivers
33	7324	324	2001	Chevrolet	3500 Van	1GCHG35F711222639	EX19633	Diesel	OPE	406	John Storick
34	7325	325	2000	Chevrolet	3500 Van	1GCHG35F7Y1179480	EX19634	Diesel	AFC	RGP	Javier Gonzalez
35	7327	327	2002	Ford	F350 Truck	1FTSF30F12EB37693	EX19642	Diesel	OPE	406	Luis Mercado
36	7328	328	2002	Ford	F350 Truck	1FTSF30F82EB37691	EX19643	Diesel	AFC	JBB	Thomas Langford
37	7329	329	2002	Ford	F350 Truck	1FTSF30FX2EB37692	EX19647	Diesel	OPE	407	Felipe Martinez
38	7330	330	2002	Ford	F150 Truck	1FTRF17272NB40247	EX26989	Unleaded	OPE	404	Michael Templet
39	7332	332	2002	Ford	F150 Truck	1FTRF17202NB40249	EX26102	Unleaded	OPE	401	Andre Coward
40	7333	333	2002	Ford	F150 Truck	1FTRF17252NB40246	EX20544	Unleaded	OPE	403	Charles Lavoll
41	7334	334	2002	Ford	F150 Truck	1FTRF17292NB40248	EX52373	Unleaded	OPE	403	Andrew Washington
42	7335	335	2002	Ford	Focus, Sedan	1FAFP34P92W361005	EX27750	Unleaded	HCV	HQS	John Rhodes
43	7336	336	2003	Mazda	Protégé, Sedan	JM1BJ225X30195328	EX20437	Unleaded	HCV	HQS	Spare
44	7337	337	2005	GMC	Sierra Pickup	1GTEC14V65Z150769	EX45290	Unleaded	OPE	406	Marvin Coleman
45	7338	338	2005	GMC	Sierra Pickup	1GTEC14V05Z151528	EX45292	Unleaded	OPE	407	Anthony Jordan
46	7339	339	2005	GMC	Sierra Pickup	1GTEC14V45Z153394	EX25293	Unleaded	OPE	402	Gilbert Tacan
47	7340	340	2005	GMC	Sierra Pickup	1GTEC14V85Z153141	EX45291	Unleaded	AFC	RGP	Javier Gonzalez
48	7341	341	2006	Chevrolet	Equinox	2CNDL13F766121389	EX48660	Unleaded	MOD	D/M	Frank Stafford
49	7342	342	2007	Chevrolet	Cobalt, Sedan	1G1AK58F777324707	EX52372	Unleaded	HCV	HQS	Spare
50	7343	343	2008	Chevrolet	Malibu, Sedan	1G1ZS58FX8F109672	EX52385	Unleaded	903-6-08	SS	La'Nethia Hampton
51	7344	344	2007	Toyota	Camry, Sedan	4T1BE46K27U712065	EX52387	Unleaded	AFC	NSP	Patricia Stephens
52	7345	345	2008	Chevrolet	Impala, Sedan	2G1WB58K681205340	EX55323	Unleaded	OPE	408	Patricia Rossol
53	7346	346	2008	Chevrolet	Malibu, Sedan	1G1ZG57B084232831	EX55309	Unleaded	OPE	401	Gawaan Hureskin
54	7347	347	2008	Toyota	Camry, Sedan	4T1BE46KX8U755733	EX56932	Unleaded	OPE	403	Eugene Ortega
55	7348	348	2008	Chevrolet	HHR	3GCCA85DX8S720964	EX57106	Unleaded	INF	IT	Jose Murillo
56	7349	349	2008	Chevrolet	Malibu, Sedan	1G1ZG57B88F212797	EX57100	Unleaded	HCV	HQS	Spare
57	7350	350	2009	Chevrolet	Malibu, Sedan	1G1ZG57B39F138626	EX57121	Unleaded	OPE	409	Senta Robinson
58	7351	351	2009	Toyota	Camry, Sedan	4T1BE46K79U371717	EX57122	Unleaded	OPE	406	Marcy Davis
59	7352	352	2009	Chevrolet	Bus, 36 Passenger	1GBJ5V1949F406636	EX58504	Diesel	903-6-08	SS	Drivers
60	7353	353	2009	Chevrolet	Malibu, Sedan	1G1ZG57B79F234727	EX58521	Unleaded	HCV	HQS	Vincent Stewart
61	7354	354	2009	Chevrolet	Malibu, Sedan	1G1ZG57B19F234836	EX58522	Unleaded	HCV	HQS	Jack Richards
62	7355	355	2007	Chevrolet	Colorado, Pickup	1GCCS199378192587	EX58526	Unleaded	OPE	404	Roger Zaragoza
63	7356	356		Drake	Trailer Dump	1D9BU16206P472532	EX48699	n/a	OPE		unassigned
64	7357	357	2009	Chevrolet	Silverado	1GCHC53K49F106658	EX58543	Unleaded	MOD	D/M	Edgardo Medina

ATTACHMENT A

SNRHA FLEET LIST VEHICLE ASSIGNMENTS

#	CLV # (RTA List 02/04/16)	SNRHA ID #	Model Year	Make	Model	VIN	License # (x=plate removed)	Primary Fuel Type	Dept	AMP	Employee Assigned
65	7362	362	2004	Ford	Taurus, Sedan	1FAFP53U64G104190	EX45985	Unleaded	HCV	HQS	Spare
66	7363	363	2005	Toyota	Camry, Sedan	4T1BE32K65U080359	EX47858	Unleaded	HCV	HQS	Spare
67	7364	364	2004	Ford	F150	2FTRF17W14CA68022	EX45743	Unleaded	OPE	407	407 Staff (401 borrowing Dec/Jan)
68	7507	507	2000	Ford	Taurus, Sedan	1FAFP5529YG171710	EX59272	Unleaded	OPE	402	Jenelle Jackson
69	7508	508	2011	Chevrolet	Malibu	1G1ZB5E11BF196927	EX60123	Unleaded	HCV	HQS	Ted Rosal
70	7509	509	2011	Chevrolet	Malibu	1G1ZB5E11BF268743	EX59270	Unleaded	HCV	HQS	James Jackson
71	7510	510	2011	Chevrolet	Malibu	1G1ZB5E11BF227643	EX59267	Unleaded	HCV	HQS	Jerry Miello (leave)
72	7511	511	2011	Chevrolet	Malibu	1G1ZB5E12BF207062	EX59268	Unleaded	HCV	HQS	Jose Hernandez
73	7512	512	2013	Chevrolet	Silverado	1GCRCPE0XDZ279488	EX62593	Flex	OPE	408	Jerry Nash
74	7513	513	2013	Chevrolet	Impala, Sedan	2G1WF5E3XD1208804	EX62592	Flex	OPE	407	Amber Baltzley
75	7514	514	2013	Chevrolet	C2500	IGB0CVCG5DF180063	EX64209	Flex	AFC	NSP	Jason Bowling
76	7515	515	2015	Ford	F-250	1FTBF2A6FEB23242	EX65885	Flex	AFC	NSP	Russel Van Vuren
77	7516	516	2015	Chevrolet	Malibu	1G11A5SLOFF250083	EX65845	Flex	HCV	HQS	Francisco Martinez (leave)
78	7517	517	2014	Ford	F-250 super duty	1FDBF2A60FEB97586	EX65801	Unleaded	AFC	NSP	Ernie Romero
79	7518	518	2015	Chevrolet	1500 Silverado Reg Cab 8' bed	1GCNCPEH7FZ348547	EX66172	Unleaded	OPE	406	Marvin Coleman

ATTACHMENT B
MAINTENANCE SERVICES FOR SNRHA

ATTACHMENT B

Service Performed	Task Code	Time Standard	Work Description	Conditions that Warrant Services	Procedures
Quarterly	VQTLY	1 hr average	Change engine oil and filter, air filter, service battery, safety inspection*, and road test.	Time based only and occurs every three months	Call for an appointment at 702-229-5170 for the East Yard shop, and 702-229-5159 for the West Yard shop. When vehicle is brought in for service, place the vehicle on the deadline, bring mileage, keys, and any information pertaining to the required service to the office.
Annual	VAI	4 hrs average	This is a 50-point inspection. Failed or damaged parts are replaced**.	Based on annual only from last inspection	Same As Above
Road Call/ Towing **During normal work hours ONLY, Mon.-Fri., 6:00 am - 4:30 pm.**	VRC	Time based on actual time worked	A wrecker and mechanic are dispatched to the location with the necessary tools to work on the vehicle or tow it to a Fleet Services shop location. All work necessary is performed and SNRHA will be notified when the vehicle is ready for service.	Disabled Vehicle; Vehicle involved in an accident Towing service required	**During normal work hours ONLY, Monday - Friday, 6:00 am - 4:30 pm.** Call 702-229-5170 for the East Yard shop dispatch services, and 702-229-5159 for the West Yard shop dispatch services. Provide the vehicle number, location (such as address or closest cross streets), and a return phone number to keep communication.
Smog Certificate	N/A	Gas - 30 min Diesel – 1 hr + $35 inspection fee	Perform or sublet an emissions analysis that is required by the state and sent to Carson City as a record of completion.	Required by the State of Nevada for all vehicles. New vehicles are allowed two years before the first inspection begins.	The smog inspection is included with all annual inspections on gasoline vehicles and diesel vehicles with a GVW of 1400lbs and under.
Fueling Services	N/A	Driver intervention only	N/A	Need fuel	SNRHA is required to use Fleet Services issued device (e.g. prokee) in accordance with fueling system policy and procedures. There are 4 locations.
Unscheduled Repairs	N/A	Varies, depending on service	To include, but not limited to, repairs to fuel, electrical, exhaust, suspension, steering, engine, A/C, power steering, cooling, brake, drive train systems, and tire repairs.	Disabled Vehicle	Call or deliver to closest City repair facility.

ATTACHMENT C
CITY OF LAS VEGAS FUEL SITES

ATTACHMENT C

City of Las Vegas Fuel Sites
Available For Use By SNRHA

East Fleet Service Center 3128 E. Bonanza Rd. 89101	RFG Unleaded & BioDiesel
Satellite Yard 4357 Vegas Dr. 89108	RFG Unladed & BioDiesel
Fire Station #1 500 N. Casino Center Blvd. 89101	RFG Unleaded & Diesel
West Fleet Service Center 2950 Ronemus Dr. 89128	RFG Unleaded & BioDiesel

City of Las Vegas Agenda Item No.: **18.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: JERRY WALKER ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a First Amendment to License Agreement between the City of Las Vegas and Capriati Construction to extend the term of the agreement for the property located at 10051 Moccasin Road, APN 126-01-502-003 - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
City acquired the property on October 31, 2012. When the City acquired the property Capriati Construction had a lease agreement with the previous owner. The parties mutually desire to extend the term of the Agreement for an additional one year term which will be automatically renewed for each year on the same terms and conditions. Rent increases each year by 2.5%.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
First Amendment to License Agreement

FIRST AMENDMENT TO LICENSE AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND CAPRIATI CONSTRUCTION

THIS FIRST AMENDMENT TO LICENSE AGREEMENT ("First Amendment") is entered into this _____ day of _____, 2016, by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("City"), and Capriati Construction Corp., Inc., a Nevada corporation, ("Licensee"). City and Licensee may be referred to singularly as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the City and Licensee entered into that certain license agreement dated February 6, 2013, (the "Agreement") to allow Licensee to occupy the real property located in the City of Las Vegas, County of Clark, State of Nevada and commonly known as Assessor's Parcel Number 126-01-502-003 ("Property"); and

WHEREAS, the City and Licensee mutually desire to extend the term of the Agreement.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

AGREEMENT

1. Section 2, TERM, add the following:

   After the three (3) year Term, this Agreement shall automatically renew for an additional one (1) year term (each an "Additional Annual Term") on the same terms and conditions herein unless terminated in writing by either Party pursuant to Section 5. As used herein, "Term" shall refer to the original three (3) year Term or any Additional Annual Term.

2. Section 4, LICENSE FEE, add the following after the first sentence:

   If Licensee fails to pay the Licensee Fee on the first business day of every month during the Term, a late payment of One Hundred Dollars ($100.00) shall be assessed for each unpaid Licensee Fee. Licensee's failure to pay any Licensee Fee by the end of the last day of the month the Licensee Fee is due and payable shall be an immediate default of this Agreement and not subject to any cure period.

3. Section 5, TERMINATION, shall be deleted in its entirety and replaced with the following:

   This Agreement by be terminated by without further liability as follows:

   A. By any Party upon a default of any covenant, condition, or term herein by any Party, which default is not cured within thirty (30) days of receipt of written notice of default. No default will be deemed to exist if the party claimed to be in default has commenced to cure such default within such period and provided that such efforts are brought to completion with reasonable diligence; or

   B. Immediately by the City if Licensee fails to pay the License Fee pursuant to Section 4; or

   C. By City or Licensee after the Execution Date for any reason or for no reason, provided the terminating party delivers written notice of early termination to the other party no later than ninety (90) days prior to termination; or

   D. Upon failure of Licensee to cure a safety related concern pursuant to the terms of Section 8.

Upon any termination of this Agreement, the Licensee shall restore the Property pursuant to Section 7.C no later than sixty (60) day after written notice of termination of this Agreement.

4. Any capitalized terms contained herein that are not defined herein shall have the same meaning as set forth in the Agreement.

5. The Parties represent and acknowledge that as of the date of this First Amendment, neither Party (i) is in default under the terms of the Agreement; (ii) has any defense, set off, or counterclaim to the enforcement by either Party of the terms of the Agreement; and (iii) is aware of any action or inaction by either Party that would constitute a default by either Party under the Agreement.

6. In the event of a conflict between any provision(s) of the Agreement and of this First Amendment, this First Amendment shall control.

7. In all other respects, the Agreement is hereby ratified and confirmed, in full.

8. Counterparts. This First Amendment may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

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FIRST AMENDMENT TO LICENSE AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND
CAPRIATI CONSTRUCTION
Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the date and year set forth above.

CITY OF LAS VEGAS

"City"

By: _____

Carolyn G. Goodman, Mayor

ATTEST:

By: _____

LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

By: John S. Ridilla 2/9/16

Deputy City Attorney Date

CAPRIATI CONSTRUCTION

"Licensee"

By: David M. Rocchio

Name: David M. Rocchio

Title: President

City of Las Vegas Agenda Item No.: **19.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: PUBLIC WORKS
DIRECTOR: DAVID N. BOWERS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Interlocal Contract 880 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for engineering and construction of Durango Drive/Gowan Road Improvements at the intersection of Durango Drive and Gowan Road ($200,000 - Road and Flood Capital Project Fund [CPF]) - Ward 4 (Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $200,000
Funding Source: Road and Flood CPF
Dept./Division: PW/Transportation Engineering

PURPOSE/BACKGROUND:
This Interlocal Contract applies to roadway improvements associated with the Durango Drive/Gowan Road intersection. The Improvements include construction of new pavement, curb, gutter, sidewalk and street lights along Durango Drive and Gowan Road. Total funding from Fuel Revenue Indexing funds for the project shall not exceed $200,000. The RTC approved this contract at their January 14, 2016 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Contract 880

INTERLOCAL CONTRACT
DURANGO DRIVE/GOWAN ROAD IMPROVEMENTS

THIS INTERLOCAL CONTRACT made and entered into this _____ day of _____, 2016, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC."

W I T N E S S E T H

WHEREAS, a Project CITY intends to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Durango Drive/Gowan Road Improvements, hereinafter referred to as "PROJECT," being located wholly within the City of Las Vegas has been approved by the RTC; and

WHEREAS, the CITY is requesting an Authorization to Proceed from RTC to commence the design and right-of-way other for the PROJECT; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract applies to improvements associated with the roadway improvements for Durango Drive/Gowan Road PROJECT. The improvements will include construction of new pavement, curb, gutter, sidewalk, streetlights along Gowan Road along with sidewalks on Durango Drive, and any other miscellaneous items necessary to complete the PROJECT.

SECTION II: PROJECT COSTS

The RTC agrees to provide funds for PROJECT costs according to its policies, including but not limited to Section 6.1 REIMBURSABLE COSTS of the Policies and Procedures Manual of RTC, incorporated herein by reference, and in accordance with the following:

1. The total cost for engineering design, contract administration, surveying, inspection, testing, right-of-way acquisition, right-of-way other, utility relocation, construction and construction management shall not exceed $200,000.00.

2. "Authorization to Proceed" will be granted for engineering design in the amount not to exceed $50,000 and right-of-way other in the amount of not to exceed $8,000.

3. A separate request for an "Authorization to Proceed" will be required for right-of-way acquisition, construction and construction engineering.

4. A written request must be made to the RTC and an additional supplemental contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to any additional funds.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.

2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.

3. The design, construction, right-of-way acquisition and contract administration of the PROJECT shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.

4. The CITY's Department of Public Works has a policy, which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.

5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.

6. The PROJECT must be completed to the satisfaction of the RTC prior to December 31, 2018. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as hereinabove set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the PROJECT and will hold the other parties to this Interlocal Contract and the RTC harmless for any liability therefore except the funding provided by this Interlocal Contract.

8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

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DocuSign Envelope ID: 3014C36C-B0CD-4EB6-936A-9A71F90F1B22

IN WITNESS WHEREOF, this Interlocal Contract is effective as of the date first set forth above.

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

01/14/2016 BY: DocuSigned by: Lawrence L Brown III 9BD793A7A53847A...

LAWRENCE L. BROWN III, Chairman

Attest:

DocuSigned by: Kelly Backman A04BED2D3B56401...

KELLY BACKMAN, Executive Secretary

Approved as to Form:

DocuSigned by: Greg Gilbert 0E6FC22BB31D4A3...

GREG GILBERT, Outside General Counsel, RTC

Date of Council Action: CITY OF LAS VEGAS

_____ BY: _____

CAROLYN G. GOODMAN, Mayor

Attest:

_____

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

John S. Ridilla
Deputy City Attorney

John S. Ridilla 2/9/16

Deputy City Attorney Date

City of Las Vegas Agenda Item No.: **20.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: JERRY WALKER ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-9-2016 - For possible action to approve a Resolution adopting as a City regulation that certain document entitled "Graffiti Abatement Activities - Rapid Response Section, Streets & Sanitation Division, Operations and Maintenance Department" - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
For compliance with recent updates to the Nevada Revised Statute (NRS) provisions pertaining to graffiti, as adopted by Chapter 372 of 2015 Statutes of Nevada, a resolution is proposed to adopt historical city practices for graffiti abatement as a City regulation.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-9-2016

R-9-2016

RESOLUTION ADOPTING AS A CITY REGULATION THAT CERTAIN DOCUMENT ENTITLED "GRAFFITI ABATEMENT ACTIVITIES—RAPID RESPONSE SECTION, STREETS & SANITATION DIVISION, OPERATIONS AND MAINTENANCE DEPARTMENT"

WHEREAS, Senate Bill (SB) 56 of the 2015 Session of the Nevada Legislature, approved as Chapter 372, 2015 Statutes of Nevada, revises statutory provisions regarding graffiti; and

WHEREAS, SB 56 authorizes cities and counties to establish certain procedures regarding graffiti abatement, but in so doing also authorizes them to establish and maintain their own local ordinances or regulations concerning graffiti that operate independently of those provided for in SB 56; and

WHEREAS, the City of Las Vegas has a preexisting graffiti abatement program operated by the Rapid Response Section of the Streets & Sanitation Division of the Operations and Maintenance Department; and

WHEREAS, the City Council desires, by means of this Resolution, to formally adopt that program as a City regulation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas to adopt as a regulation that certain document entitled "Graffiti Abatement Activities—Rapid Response Section, Streets & Sanitation Division, Operations and Maintenance Department"—which document is attached to this Resolution.

PASSED, ADOPTED AND APPROVED this _____day of _____, 2016.

CITY OF LAS VEGAS

BY _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM

Val Steed 2-9-16
Val Steed, Date
Deputy City Attorney

Graffiti Abatement Activities – Rapid Response Section, Streets & Sanitation Division, Operations and Maintenance Department

- Public property graffiti abatement activities are primarily addressed by the Rapid Response Section ("RR") in the Streets & Sanitation Division of the Operations and Maintenance Department.
- The workers respond to citizen complaints, plus they proactively patrol known areas of high graffiti activity and/or high traffic corridors and abate graffiti as it is observed.
- Due to safety and operational concerns expressed by NV Energy (NVE) in 2014, RR no longer covers graffiti on NVE components. Those are submitted to NVE for their action, and they address the concerns in a timely manner.
- RR's graffiti abatement activities occur in public street areas, drainage channels, drainage basins, trails, facilities, and parks.
- While cleaning street areas, RR also routinely addresses adjacent perimeter block walls or other such components, with the contingencies that it is visible and reachable from the public street area.
- RR recognizes that block walls are almost always a private property component, but RR undertakes this activity with the recognition that these abatement activities are providing for the public good, and thus not in violation of the Public Purpose Doctrine.
- RR undertakes block wall graffiti abatement without assessing costs to the applicable property owner. In addition to the contribution to the public good, RR is providing a beneficial service for the respective property owner.
- If RR is notified by a property owner, such as a proactive owners association, that the owner does not want RR us to abate graffiti on their property, RR respects and complies with that request.
- If RR gets a complaint from a property owner regarding RR's abatement activities at a location (e.g., there is an objection to the lack of exact color match), RR attempts to resolve the concerns to the satisfaction of the property owner, but with the understanding that all future abatement activities will be the responsibility of the property owner, and failure to proactively do so may be subject to Code Enforcement actions.
- As a general rule, RR does not abate graffiti outside of Las Vegas jurisdictional boundaries.
- As a general rule, RR does not go onto private property to abate graffiti.
- If RR sees graffiti on a private property structure which is visible to the public and readily accessible, plus occupants are immediately available (e.g., a commercial establishment), RR asks if the owner/occupant would like RR to cover the graffiti while there, and does so if requested.
- If Code Enforcement (CE) actions are taken against a property owner, and CE staff notifies RR that they have obtained permission for RR to abate a private property structure, RR may do so as a limited courtesy action.
- RR does not breach security fencing on private properties, nor does staff undertake abatement activities in dangerous situations (e.g., climb onto roofs to address graffiti on upper stories).
- Properties with continuous graffiti problems are turned over to Code Enforcement for action as a chronic nuisance.

- If graffiti content is such that immediate action is appropriate, RR graffiti abatement may be undertaken immediately and possibly outside of the normal guidelines.
- Within the guidelines listed above, RR does not attempt to recover costs from property owners as the cost of that process is generally in excess of the respective cost recovery.
- During community beautification and/or cleanup projects, RR may provide project support including painting of perimeter block walls through the provision of labor, materials or both. For liability concerns, RR does not loan out vehicles or equipment for third party use in such activities.
- In the event a community beautification and/or cleanup project includes perimeter block wall painting, prior to undertaking such activities RR coordinates with the respective property owners. In order to ensure proper documentation of such notification, RR will on all future activities submit such documentation through certified postal service, or other trackable format. The notification will include a description of project activities, a notification that the wall is a private property improvement and the city assumes no future liability or responsibility outside of the planned activity, a projected time frame for the activities to occur, and an option for the property owner to decline this improvement activity is they choose to do so.

City of Las Vegas Agenda Item No.: **21.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-10-2016 - For possible action to approve a Resolution Determining the Cost to be Assessed and directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2017) - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This resolution directs the City Engineer to prepare the Final Assessment Roll 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 1, 2016 through June 30, 2017.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-10-2016

RESOLUTION NO. R-10-2016

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2017); DETERMINING THE COST TO BE ASSESSED AND AUTHORIZING, ORDERING AND DIRECTING THE CITY ENGINEER TO PREPARE THE FINAL ASSESSMENT ROLL AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Roll Preparation

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada, (hereinafter the "City Council" and the "City" respectively) pursuant to an ordinance heretofore adopted (hereinafter the "Creation Ordinance") created the City of 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 such District (hereinafter the "Maintenance Project"); and

WHEREAS, the City Council by resolution heretofore adopted has authorized the proper officers of the City to execute a contract for the Maintenance Project on behalf of the City in accordance with NRS 271.335, for the Project, all as provided by 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; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the Maintenance Project to be acquired in the District, and only the property which is so specially benefited, is to be included on the final assessment roll; and,

WHEREAS, in accordance with NRS 271.360 and 271.378, the City Council has determined and does hereby declare that the net cost to the City for the Maintenance Project in the District for FY2017 (including all necessary incidentals, which either have been or will be incurred in connection with the District) is $75,800 of which $-0- is available from other sources and $75,800 is to be assessed upon the benefited lots, tracts and parcels of land in the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS IN THE COUNTY OF CLARK AND STATE OF NEVADA; THAT:

Section 1. All actions, proceedings, and matters heretofore taken, had and done by the City and the officers thereof, not inconsistent with the provisions of this Resolution, concerning the District, be, and the same hereby are, ratified, approved and confirmed.

Section 2. All of the total cost of the District to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. The total cost of the District shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessments	Amount Available From Other Sources
$75,800	$75,800	$-0-

Section 3. The City Engineer (hereinafter the "Engineer") be, and he is hereby authorized, ordered and directed, with the assistance of the City Engineer Division, to make out and prepare, an assessment roll for the District containing, among other things:

(1) The name and address of each last known owner of each lot, tract, or parcel of land to be assessed.

(2) A description of each lot, tract or parcel of land to be assessed, and the amount of the proposed assessment thereon, apportioned upon the basis for assessments heretofore determined by the City Council in the Creation Ordinance and as stated in the provisional order for the hearing on the Maintenance Project.

Section 4. Immediately upon the adoption of this Resolution, the City Clerk shall cause a copy of this Resolution to be furnished to the Engineer. When the Engineer has made out and prepared the assessment roll, pursuant to Section 3 of this Resolution, he shall report the assessment roll to the Council and shall cause the same to be filed in the office of the City Clerk and numbered. The Engineer shall submit an executed certificate in the form provided in Subsection 3 of NRS 271.375, which certificate, duly executed, shall accompany the assessment roll.

Section 5. 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 Resolution, including without limiting the generality of the foregoing, the preparation of all further necessary legal proceedings,

assessment rolls and lists, supplemental report(s) on benefits, and other items necessary or desirable for the completion of the District.

Section 6. All resolutions, or parts thereof, in conflict with the provisions of this Resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 7. If any section, paragraph, clause or other provision of this Resolution 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 Resolution.

Section 8. The City Council has determined and declares, that this Resolution shall be in effect upon its passage in accordance with the law.

PASSED AND APPROVED on March 2, 2016.

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

2/9/16
Date

Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss**
)
CITY OF LAS VEGAS)

I, LuAnn D. Holmes, MMC, the duly chosen and qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on March 2, 2016.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye:	Carolyn G. Goodman Steven D. Ross Lois Tarkanian Ricki Y. Barlow Stavros S. Anthony Bob Coffin Bob Beers
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal office, at the

building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Hall
495 South Main Street
Las Vegas, Nevada

(ii) City of Las Vegas Development Services Center
333 North Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(iv) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(v) The City of Las Vegas website

(b) By mailing a copy of the notice 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. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council 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 City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on March 2, 2016, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this March 2, 2016.

(SEAL)

LUANN D. HOLMES, MMC
City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

City of Las Vegas Agenda Item No.: **22.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-11-2016 - For possible action to approve a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2017) - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This resolution defines the time and place for a public hearing on the Final Assessment Roll for the annual maintenance costs of street beautification improvements along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane for the period July 1, 2016 through June 30, 2017.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-11-2016

RESOLUTION NO. R-11-2016

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2017) AND CALLING A HEARING ON THE ASSESSMENT ROLL.

Summary: Public Hearing Notice

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada, (hereinafter the "City Council" and the "City" respectively) pursuant to an ordinance heretofore adopted (hereinafter the "Creation Ordinance") created City of 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"); and

WHEREAS, the City Council, by resolution heretofore adopted, has authorized the proper officers of the City to execute a contract for the Maintenance Project on behalf of the City in accordance with NRS 271.335, for the Maintenance Project, all as provided by 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); and

WHEREAS, NRS 271.360 and 271.378 provides that the City Council may determine the cost of the Maintenance Project for the fiscal year to be assessed after making the contract, or after determining the net cost to the City; and

WHEREAS, in accordance with NRS 271.360 and 271.378, the City Council has determined and does hereby declare that the net cost to the City for the Maintenance Project for FY2017 (including all necessary incidentals which either have been or will be incurred in connection with the District) is $75,800, of which $-0- is available from other sources and $75,800 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, directed the City Engineer with the assistance of the City Engineer Division (hereinafter, the "Engineer") to make out a final assessment roll; and

WHEREAS, the City Council, together with the Engineer, made out a final assessment roll for the District which contains, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the proposed assessment to be levied thereon. The Engineer has reported the final assessment roll to the City Council and has prepared and filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the improvements to be acquired in the District and only that property, which is so specially benefited, is included on the final assessment roll; and

WHEREAS, the City Council has also determined, and does hereby determine, that the notice for a hearing on the final assessment roll, which is provided for herein, is reasonably calculated to inform each interested person of the proceedings concerning the District, who may directly and adversely affect his or her legally protected rights and interests.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS IN THE COUNTY OF CLARK, IN THE STATE OF NEVADA; THAT:

Section 1. 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 Resolution) concerning the District, be, and the same hereby are, ratified, approved and confirmed.

Section 2. A portion of the total cost of the District, to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. The total cost of the District shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessments	Amount Available from Other Sources
$75,800	$75,800	$-0-

Section 3. The final assessment roll for the District has been examined by the City Council, is tentatively approved, and is ordered filed in the office of the City Clerk.

Section 4. Wednesday, April 6, 2016, at 9:00 a.m., at the City of Las Vegas Council Chambers, 495 South Main Street, Las Vegas, Nevada, be, and the same hereby is, fixed as the date, time and place when the City Council will hear and consider complaints, protests and objections to the final assessment roll, to the amount of each of the assessments, and to the regularity of the proceedings in making such assessments (whether made verbally or in writing) by the owners of the assessable property specially benefited by the Maintenance Project in "City of Las Vegas, Nevada, Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2017)" and proposed to be assessed, or by any party or person interested, and by all parties or persons aggrieved by such assessments.

Section 5. The City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City and a newspaper of general circulation in the District. Such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication in said newspaper to be at least 15 days prior to the date of the protest hearing. 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 in such newspaper and the last publication in the same newspaper. Service by publication shall be verified by the affidavit of the publishers or a designee and filed with the City Clerk. In accordance with NRS 271.380 (2), the City Clerk or Deputy City Clerk shall also give notice by registered or certified mail by depositing a copy of such notice in the United States mail, postage prepaid, as first-class mail, at least 20 days prior to such hearing, to the last known owner or owners of each tract being assessed at his or their last known address or addresses. Proof of 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, provided however, that failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) appertaining thereto, have been paid in full, or any claim is barred by an appropriate statute of limitations. The City Council of City of Las Vegas hereby determines that the manner of giving notice herein provided by publication and by registered or certified mail is

reasonably calculated to inform the parties of the proceedings concerning the District and the levying of assessments, which may directly and adversely affect their legally protected interests. Such notice shall be provided in NRS 271.380 and shall be substantially in the following form:

(Start of Form)

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2017)

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2016-1 for City of Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2017) (hereinafter the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the City Engineer, has been filed on March 2, 2016, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Thursday 7:00 a.m. until 5:30 p.m. The boundaries of the District are described in the Special Improvement District No. 1485 Creation Ordinance heretofore adopted (hereinafter the "Creation Ordinance") to defray the annual maintenance costs of a street beautification project (hereinafter the "Maintenance Project"). The boundaries of the District, which include the location of the Maintenance Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property abutting the street as described below. The streets along which the improvements are to be maintained include:

Alta Drive (BOTH SIDES) from western right-of-way of Rancho Drive to approximately 275 feet west of Lacy Lane.

The amounts to be assessed for the Maintenance of the Improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases), provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the Improvements so that assessments according to benefits are equal and uniform.

The amount to be assessed will be levied on an area basis, i.e., the amount of the assessment against each parcel will be in proportion to the area of that parcel as compared to the area of all parcels to be assessed. Each property owner will be assessed for the annual cost of the Maintenance Project.

The landscape maintenance shall include maintenance of all landscape improvements including trees, shrubs, and other plantings, irrigation system and controls, fertilization, electrical and water services. The maintenance shall also include the supply of all required water and electrical power.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The portion of the costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the maintenance of improvements in the Maintenance Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said 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. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, April 6, 2016, at 9:00 a.m. at the City of Las Vegas Council Chambers, 495 South Main Street, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Thursday, March 31, 2016, i.e., at least three working days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

(1) He is entitled to be represented by counsel at the hearing;

(2) Any evidence he desires to present on these issues must be presented at the hearing; and,

(3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer in four (4) substantially equal quarterly installments of principal without interest.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the amount of the assessment postponed. A person desiring to apply for a hardship determination shall file an application no later than March 31, 2016, with the Clark County Department of Social Service (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-4270 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing 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, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this March 2, 2016.

LUANN D. HOLMES, MMC
City Clerk

(End of Form)

Section 6. The owner or owners of any lot, tract or parcel of land which is assessed in such final assessment roll, whether named or not in such roll, or any person interested, or any parties aggrieved, may, within three (3) working days prior to the date set for the hearing, file with the office of the City Clerk his or her complaints, protests, or objections in writing to said assessment.

Section 7. Whenever any notice is mailed as herein provided, the fact that the person to whom it was addressed does not receive it shall not in any manner invalidate or affect the legality of the notice thereby given.

Section 8. 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 Resolution.

Section 9. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 10. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall in no way affect any remaining provisions of this Resolution.

Section 11. The City Council has determined, and does hereby declare, that this Resolution shall be in effect immediately after its passage in accordance with law.

PASSED and APPROVED on March 2, 2016.

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to form:

2/9/16
Date

Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss**
)
CITY OF LAS VEGAS)

I, LuAnn D. Holmes, MMC, the duly chosen and qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on March 2, 2016.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye:	Carolyn G. Goodman Steven D. Ross Lois Tarkanian Ricki Y. Barlow Stavros S. Anthony Bob Coffin Bob Beers
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal office, at the

building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Hall
495 South Main Street
Las Vegas, Nevada

(ii) City of Las Vegas Development Services Center
333 North Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(iv) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(v) The City of Las Vegas website

(b) By mailing a copy of the notice 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. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council 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 City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on March 2, 2016, is attached to this certificate as Exhibit "A". A copy of the affidavit of publication of the Notice of Public Hearing is attached hereto as Exhibit "B" and a copy of the minutes of the public hearing held on April 6, 2016, is attached hereto as Exhibit "C".

IN WITNESS WHEREOF, I have hereunto set my hand on this March 2, 2016.

(SEAL)

LUANN D. HOLMES, MMC
City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

Exhibit "B"

(Attach Affidavit of Publication of Notice of Public Hearing)

Exhibit "C"

(Attach minutes of public hearing on April 6, 2016)

STATE OF NEVADA)
) **ss.**
CITY OF LAS VEGAS)

AFFIDAVIT OF MAILING
NOTICE OF HEARING

LuAnn D. Holmes does hereby swear, upon oath according to law:

1. I am and at all times hereinafter mentioned was the duly qualified and sworn City Clerk of the City of Las Vegas, Nevada.

2. I mailed or caused to be mailed a notice entitled "NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2017)" by deposit in the United States mail, postage prepaid, as first-class mail, at the post office in the City of Las Vegas, Nevada, on _____, 2016, being at least twenty (20) days prior to the hearing, on April 6, 2016, to the last known address of each last known owner of land within the District whose property will be assessed for the cost of the improvements, such addresses and owners being those appearing on the records of the County Assessor of Clark County, Nevada, and from such other sources as I, the City of Las Vegas and Public Works Department, deemed to be reliable.

3. A list of said owners and their addresses is hereto attached, marked Exhibit A and made a part hereof, all addresses therein being situated within the City of Las Vegas, Nevada, unless otherwise indicated, such names and addresses being the same as those shown on the "Tabulation of Parcels" or "Final Assessment Roll".

4. There is attached hereto, marked Exhibit B and made a part hereof, a full, true and correct copy of the notice as mailed as herein described.

5. Copies of the affidavit of publication of said notice, verified by the affidavit of the publisher, and a copy of this affidavit are on file in the office of the City Clerk.

Further Affiant sayeth naught.

_____
LUANN D. HOLMES, MMC
City Clerk

SUBSCRIBED and SWORN to before me in the City of Las Vegas, Nevada, this _____ __, 2016.

My commission expires _____.

_____
Notary Public

(NOTARIAL STAMP)

EXHIBIT "A"

(Attach List of Property Owners with Their Addresses)

EXHIBIT "B"

(Attach Notice of Hearing as Mailed)

City of Las Vegas Agenda Item No.: **23.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-12-2016 - For possible action to approve a Resolution Determining the Cost to be Assessed and directing the City Engineer to prepare the Final Assessment Roll for Special Improvement District No. 1516 - Fremont Street Maintenance District FY2017 (Las Vegas Boulevard to 8th Street) - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This resolution directs the City Engineer to prepare the Final Assessment Roll for annual funding for the maintenance of the Fremont Street Neighborhood Improvement Project. Assessments for the maintenance district will be suspended from July 1, 2016 through June 30, 2017 due to a surplus of funds acquired through previous assessments. Although no assessments are being levied, NRS requires the maintenance district to be levied each year. The maintenance of the Neighborhood Improvement Project is funded 100% by the property owners through this SID.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-12-2016

RESOLUTION NO. R-12-2016

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET); DETERMINING THE COST TO BE ASSESSED AND AUTHORIZING, ORDERING AND DIRECTING THE CITY ENGINEER TO PREPARE THE FINAL ASSESSMENT ROLL FOR FY2017 AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Roll Preparation

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada, (the "City Council" and the "City," respectively) pursuant to an ordinance heretofore adopted (the "Creation Ordinance") created the City of Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (the "District") and ordered the acquisition, improvement and maintenance of a Commercial Area Vitalization Project, now known as a Neighborhood Improvement Project, as defined in NRS 271.063 (the "Project"), within the District; and

WHEREAS, the City Council has heretofore determined that the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the Project, and only the property which is so specially benefited, is to be included on the final assessment roll; and,

WHEREAS, in accordance with NRS 271.360 and 271.377, the City Council has determined and does hereby declare that the net cost to the City for the Project in the District (including all necessary incidentals, which either have been or will be incurred in connection with the District) for FY2017 is $11,500.00, of which $11,500.00 is available from other sources, and $-0- is to be assessed upon the benefited lots, tracts and parcels of land in the District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS IN THE COUNTY OF CLARK AND STATE OF NEVADA; THAT:

Section 1. All actions, proceedings, and matters heretofore taken, had and done by the City and the officers thereof, not inconsistent with the provisions of this Resolution, concerning the District, be, and the same hereby are, ratified, approved and confirmed.

Section 2. The total cost of the Project to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. However, a surplus exists from previous fiscal years' assessments which will be used to cover the costs for FY2017. The total cost of the Project shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessment	Amount Available from Other Sources
$11,500.00	$-0-	$11,500.00

Section 3. The City Engineer (hereinafter, the "Engineer") be, and he is hereby authorized, ordered and directed, with the assistance of the City Engineer Division, to make out and prepare, an assessment roll for the District containing, among other things:

(1) The name and address of each last known owner of each lot, tract, or parcel of land to be assessed.

(2) A description of each lot, tract or parcel of land to be assessed, and the amount of the proposed assessment thereon, apportioned upon the basis for assessments heretofore determined by the City Council in the Creation Ordinance and as stated in the provisional order for the hearing on the Project.

Section 4. Immediately upon the adoption of this Resolution, the City Clerk shall cause a copy of this Resolution to be furnished to the Engineer. When the Engineer has made out and prepared the assessment roll, pursuant to Section 3 of this Resolution, he shall report the assessment roll to the City Council and shall cause the same to be filed in the office of the City Clerk and numbered. The Engineer shall submit an executed certificate in the form provided in Subsection 3 of NRS 271.375, which certificate, duly executed, shall accompany the assessment roll.

Section 5. 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 Resolution, including without limiting the generality of the foregoing, the preparation of all further necessary legal proceedings, assessment rolls and lists, supplemental report(s) on benefits, and other items necessary or desirable for the completion of the District.

Section 6. All resolutions, or parts thereof, in conflict with the provisions of this Resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 7. If any section, paragraph, clause or other provision of this Resolution 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 Resolution.

Section 8. The City Council has determined and declares, that this Resolution shall be in effect upon its passage in accordance with the law.

PASSED AND APPROVED on March 2, 2016.

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC, City Clerk

Approved as to Form:

2/9/16
Date Assistant City Attorney

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

I, LuAnn D. Holmes, MMC, the duly chosen and qualified City Clerk of the City of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (the "City Council") at a meeting held on March 2, 2016.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye: Carolyn G. Goodman
Steven D. Ross
Lois Tarkanian
Ricki Y. Barlow
Stavros S. Anthony
Bob Coffin
Bob Beers

Those Voting Nay: _____
_____

Those Absent: _____
_____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least

three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Hall
495 South Main Street
Las Vegas, Nevada

(ii) City of Las Vegas Development Services Center
333 North Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(iv) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(v) The City of Las Vegas website

(b) By mailing a copy of the notice 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. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council 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 City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of the notice of the meeting was posted on the City's website no later than 9:00 a.m. on the third working day prior to the meeting.

7. A copy of such notice so given of the meeting of the City Council on March 2, 2016, is attached to this certificate as Exhibit "A."

IN WITNESS WHEREOF, I have hereunto set my hand on this March 2, 2016.

(SEAL)

LUANN D. HOLMES, MMC, City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

City of Las Vegas Agenda Item No.: **24.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-13-2016 - For possible action to approve a Resolution fixing the time and place when complaints, protests, and objections to the Final Assessment Roll will be heard for Special Improvement District No. 1516 - Fremont Street Maintenance District FY2017 (Las Vegas Boulevard to 8th Street) - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This resolution defines the time and place for a public hearing on the Final Assessment Roll for annual funding for the maintenance of the Fremont Street Neighborhood Improvement Project. Assessments for the maintenance district will be suspended from July 1, 2016 through June 30, 2017 due to a surplus of funds acquired through previous assessments. Although no assessments are being levied, NRS requires the maintenance district to be levied each year. The maintenance of the Neighborhood Improvement Project is funded 100% by the property owners through this SID.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-13-2016

R-13-2016

RESOLUTION NO. _____

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2017 (LAS VEGAS BOULEVARD TO 8TH STREET); FIXING THE TIME AND PLACE WHEN COMPLAINTS, PROTESTS, AND OBJECTIONS TO THE FINAL ASSESSMENT ROLL FOR THE DISTRICT WILL BE HEARD; PROVIDING FOR THE MANNER OF GIVING NOTICE OF THE HEARING ON THE FINAL ASSESSMENT ROLL; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ALL ACTION TAKEN CONSISTENT WITH THE PROVISIONS HEREOF; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Public Hearing Notice

WHEREAS, the City Council of the City of Las Vegas in the County of Clark, State of Nevada, (hereinafter the "City Council" and the "City," respectively) pursuant to an ordinance heretofore adopted (the "Creation Ordinance") created the City of Las Vegas, Nevada, Special Improvement District No. 1516 – Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (the "District") and ordered the acquisition, improvement and maintenance of a Commercial Area Vitalization Project, now known as a Neighborhood Improvement Project, as defined in NRS 271.063 (the "Project"); and

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

WHEREAS, NRS 271.360 provides that the City Council may determine the cost of the Project to be assessed after making the construction contract, or after determining the net cost to the City, but not necessarily after the completion of the Project; and

WHEREAS, in accordance with NRS 271.360 and NRS 271.377, the City Council has determined and does hereby declare that the net cost to the City for the Project (including all necessary incidentals which either have been or will be incurred in connection with the District) is $11,500.00, of which $11,500.000 is available from other sources and $-0- 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 Project; and

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

WHEREAS, the City Council, together with the Engineer, made out a final assessment roll for the District which contains, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the proposed assessment to be levied thereon. The Engineer has reported the final assessment roll to the City Council and the Engineer has prepared and filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council has determined, and does hereby determine, that all of the assessable property in the City which is specially benefited by the Project, and only that property which is so specially benefited, is included on the final assessment roll; and

WHEREAS, the City Council has also determined, and does hereby determine, that the notice for a hearing on the proposed final assessment roll, which is provided for herein, is reasonably calculated to inform each interested person of the proceedings concerning the District, which may directly and adversely affect his or her legally protected rights and interests.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS IN THE COUNTY OF CLARK, IN THE STATE OF NEVADA; THAT:

Section 1. 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 Resolution) concerning the District, be, and the same hereby are, ratified, approved and confirmed.

Section 2. The total cost of the District to the City, including all necessary incidentals, which either have been or will be incurred in connection with the District, shall be paid by the assessable property in the District as designated in the Creation Ordinance. However, a surplus exists from previous fiscal years' assessments which will be used to cover the costs for FY2017. The total cost of the Project shall be apportioned and the amount to be assessed shall be as follows:

Total Cost	Estimated Amount of Special Assessment	Amount Available from Other Sources
$11,500.00	$-0-	$11,500.00

Section 3. The proposed final assessment roll for the District has been examined by the City Council, is tentatively approved, and is ordered filed in the office of the City Clerk.

Section 4. Wednesday, April 6, 2016 at 9:00 a.m., at the City of Las Vegas Council Chambers, 495 South Main Street, Las Vegas, Nevada, be, and the same hereby is, fixed as the date, time and place when the City Council will hear and consider complaints, protests and objections to the final assessment roll, to the amount of each of the assessments, and to the regularity of the proceedings in making such assessments (whether made verbally or in writing) by the owners of the assessable property specially benefited by the Project in the District and proposed to be assessed, or by any party or person interested, and by all parties or persons aggrieved by such assessments.

Section 5. The City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City and a newspaper of general circulation in the District. Such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication in said newspaper to be at least 15 days prior to the date of the hearing. 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 in such newspaper and the last publication in the same newspaper. Such publication shall be verified by the affidavit of the publishers and filed with the City Clerk. In accordance with NRS 271.380 (2), the City Clerk or Deputy City Clerk shall also give notice by registered or certified mail by depositing a copy of such notice in the United States mail, postage prepaid, as first-class mail, at least 20 days prior to such hearing, to the last known owner or owners of each tract being assessed at his or their last known address or addresses. Proof of 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, provided however, that failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter

issued) appertaining thereto, have been paid in full, both principal and interest, or 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 registered or certified mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levying of assessments, which may directly and adversely affect their legally protected interests. Such notice shall be provided in NRS 271.380 and shall be substantially in the following form:

(Start of Form)

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2017 (LAS VEGAS BOULEVARD TO 8TH STREET).

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2016-2 for City of Las Vegas, Nevada, Special Improvement District No. 1516 – Fremont Street Maintenance District FY2017 (Las Vegas Boulevard to 8th Street) (the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the City Engineer, has been filed on March 2, 2016, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Thursday 7:00 a.m. until 5:30 p.m. The boundaries of the District are described in the Special Improvement District No. 1516 Creation Ordinance heretofore adopted (the "Creation Ordinance"). The street to be improved by the improvements is:

Fremont Street (BOTH SIDES) from the center line of Las Vegas Boulevard to the center line of 8th Street.

The amounts to be assessed for the improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases). However, an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are to be equal and uniform. The costs to be assessed against and the maximum amount of benefits estimated (and corresponding market value increases) to be conferred upon each piece or parcel of property in the District is stated in the assessment plat and addendum thereto designated "Tabulation of Parcels" or Final assessment roll. In cases of wedge or "V" or any other irregularly shaped tracts, the amount apportioned thereto shall be in proportion to the special benefits thereby derived.

The following methodology will determine the assessments against parcels in the District. The acreage of a parcel in the District will be multiplied by a weighting factor, depending upon the street or streets which the parcel fronts. The categories of streets shall be weighted as follows: a) Fremont Street frontage will be weighted at 1.5; b) side street frontage (Las Vegas Boulevard, Sixth Street, Seventh Street, and Eighth Street) will be weighted at 1.0; and c) back street frontage (Ogden Avenue and Carson Avenue) will be weighted at 0.75. The assessments will equal the weighting factor times the acreage of the parcel, divided by the total weighted acreage in the District, times the total amount assessed for the Project.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said 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 Project. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, April 6, 2016, at 9:00 a.m. at the City of Las Vegas Council Chambers, 495 South Main Street, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Thursday, March 31, 2016, i.e., at least three working days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn

such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

(1) He is entitled to be represented by counsel at the hearing;

(2) Any evidence he desires to present on these issues must be presented at the hearing; and

(3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer in four (4) substantially equal quarterly installments of principal without interest.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the principal amount of the assessment postponed, but is required to pay the interest on the unpaid balance of the assessment at the same rate and upon the same terms as established by the City Council for the assessments. A person desiring to apply for a hardship determination shall file an application no later than March 31, 2016, with the Clark County Department of Social Service (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-4270 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing 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, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this March 2, 2016.

/s/ LUANN D. HOLMES
LUANN D. HOLMES, MMC, City Clerk

(End of Form)

Section 6. The owner or owners of any lot, tract or parcel of land which is assessed in such final assessment roll, whether named or not in such roll, or any person interested, or any parties aggrieved, may, within three (3) days prior to the date set for the hearing, file with the office of the City Clerk his or her complaints, protests, or objections in writing to said assessment.

Section 7. Whenever any notice is mailed as herein provided, the fact that the person to whom it was addressed does not receive it shall not in any manner invalidate or affect the legality of the notice thereby given.

Section 8. 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 Resolution.

Section 9. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 10. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall in no way affect any remaining provisions of this Resolution.

Section 11. The City Council has determined, and does hereby declare, that this Resolution shall be in effect immediately after its passage in accordance with law.

PASSED and APPROVED on March 2, 2016.

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC, City Clerk

Approved as to form: 2/9/16

Assistant City Attorney Date

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss**
)
CITY OF LAS VEGAS)

I, LuAnn D. Holmes, MMC, the duly chosen and qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on March 2, 2016.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye: Carolyn G. Goodman
Steven D. Ross
Lois Tarkanian
Ricki Y. Barlow
Stavros S. Anthony
Bob Coffin
Bob Beers

Those Voting Nay: _____
_____

Those Absent: _____
_____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least

three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Hall
495 South Main Street
Las Vegas, Nevada

(ii) City of Las Vegas Development Services Center
333 North Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(iv) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(v) The City of Las Vegas website

(b) By mailing a copy of the notice 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. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council 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 City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of the notice of the meeting was posted on the City's website no later than 9:00 a.m. on the third working day prior to the meeting.

7. A copy of such notice so given of the meeting of the City Council on March 2, 2016, is attached to this certificate as Exhibit "A." A copy of the affidavit of publication of the Notice of Public Hearing is attached hereto as Exhibit "B," and a copy of the minutes of the public hearing held on April 6, 2016, is attached hereto as Exhibit "C."

IN WITNESS WHEREOF, I have hereunto set my hand on this March 2, 2016.

(SEAL)

LUANN D. HOLMES, MMC, City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

Exhibit "B"

(Attach Affidavit of Publication of Notice of Public Hearing)

Exhibit "C"

(Attach minutes of public hearing on April 6, 2016)

STATE OF NEVADA)
) ss.
CITY OF LAS VEGAS)

AFFIDAVIT OF MAILING
NOTICE OF HEARING

I, LuAnn D. Holmes, do hereby swear, upon oath according to law:

1. I am and at all times hereinafter mentioned was the duly qualified and sworn City Clerk of the City of Las Vegas, Nevada.

2. I mailed or caused to be mailed a notice entitled "NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2017 (LAS VEGAS BOULEVARD TO 8TH STREET)" by deposit in the United States mail, postage prepaid, as first-class mail, at the post office in the City of Las Vegas, Nevada, on _____, 2016, being at least twenty (20) days prior to the hearing on April 6, 2016, to the last known address of each last known owner of land within the District whose property will be assessed for the cost of the improvements, such addresses and owners being those appearing on the records of the County Assessor of Clark County, Nevada, and from such other sources as I, the City of Las Vegas and Public Works Department, deemed to be reliable.

3. A list of said owners and their addresses is hereto attached, marked Exhibit A and made a part hereof, all addresses therein being situate within the City of Las Vegas, Nevada, unless otherwise indicated, such names and addresses being the same as those shown on the "Tabulation of Parcels" or "Final Assessment Roll."

4. There is attached hereto, marked Exhibit B and made a part hereof, a full, true and correct copy of the notice as mailed as herein described.

5. Copies of the affidavit of publication of said notice, verified by the affidavit of the publisher, and a copy of this affidavit are on file in the office of the City Clerk.

Further Affiant sayeth naught.

_____
LUANN D. HOLMES, MMC, City Clerk

SUBSCRIBED and SWORN to before me in the City of Las Vegas, Nevada, this _____ ___, 2016.

My commission expires _____.

_____
Notary Public

(NOTARIAL STAMP)

EXHIBIT "A"

(Attach List of Property Owners with Their Addresses)

EXHIBIT "B"

(Attach Notice of Hearing as Mailed)

City of Las Vegas Agenda Item No.: **25.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: ADMINISTRATIVE SERVICES
DIRECTOR: TED J. OLIVAS ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-14-2016 - For possible action to approve a Resolution in support of the Los Angeles 2024 Olympic Exploratory Committee as it submits to the International Olympic Committee to bring the 2024 Olympic and Paralympic Summer Games to Los Angeles - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
On September 1, 2015, Los Angeles Mayor Eric Garcetti announced that Los Angeles would formalize its campaign to host the 2024 Olympic and Paralympic Summer Games. Since that time, the Los Angeles 2024 Exploratory Committee (LA 2024) has been created, the US Olympic Committee officially endorsed "LA 2024" as the United States Candidate City, and Los Angeles has received the support of the President of the United States. The residents of Las Vegas have many social, cultural, and economic ties to the City of Los Angeles. This Resolution provides examples of why Los Angeles would be an excellent choice to host the 2024 Olympic and Paralympic Summer Games, and asks Council to support the efforts of the Los Angeles 2024 Olympic Exploratory Committee.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-14-2016

R-14-2016

RESOLUTION SUPPORTING LOS ANGELES' CANDIDATURE TO HOST THE 2024 OLYMPIC AND PARALYMPIC GAMES

WHEREAS, on September 1, 2015, Los Angeles Mayor Eric Garcetti announced that Los Angeles would formalize its candidature to host the 2024 Olympic and Paralympic Games following a unanimous vote (15-0) by the Los Angeles City Council; and

WHEREAS, the Los Angeles 2024 Exploratory Committee ("LA 2024") is representing Los Angeles in its candidature and to serve as the predecessor to the Organizing Committee for the Olympic Games in the event that the International Olympic Committee and the International Paralympic Committee award the Games to Los Angeles; and

WHEREAS, LA 2024 was endorsed by the United States Olympic Committee and officially chosen as the United States Candidate City, and received the enthusiastic support of President Barack Obama and First Lady Michelle Obama; and

WHEREAS, Los Angeles has demonstrated in both 1932 and 1984 that it is capable of hosting the Olympic Games in a way that is profitable, compelling, and produces a long-term legacy; and

WHEREAS, the proceeds from the 1984 Olympic Games went to support the United States Olympic Committee and the LA84 Foundation, which has invested more than $225 million to support more than 2,000 youth sports organizations over the past 31 years, and still provides benefits to the local and national sports community today; and

WHEREAS, eighty five percent of the world-class venues in LA 2024's games plan are already built or planned as permanent facilities, uniquely positioning Los Angeles to deliver an innovative, fiscally responsible and sustainable Olympic Games; and

WHEREAS, since the founding of Las Vegas, its citizens have many social, cultural and economic ties to the City of Los Angeles, as well as great admiration for the Olympic values of friendship, respect, and excellence.

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NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS to fully support the Los Angeles 2024 Olympic Exploratory Committee as it submits to the International Olympic Committee to bring the 2024 Olympic and Paralympic Games to Los Angeles.

PASSED, ADOPTED AND APPROVED this _____day of _____, 2016.

CITY OF LAS VEGAS

BY _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM

Val Steed 2-16-16
_____
Val Steed, Date
Deputy City Attorney

City of Las Vegas Agenda Item No.: **26.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: JERRY WALKER ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public hearing and discussion for possible action regarding an Interlocal Agreement to exchange real property at the current appraised market value between the City of Las Vegas ("City"), as the owner of certain Neighborhood Stabilization Program houses, APN 125-16-615-026 addressed as 7820 Autumn Gate Avenue, Las Vegas, Clark County, Nevada, APN 125-12-110-067 addressed as 5604 Green Ferry Avenue, Las Vegas, Clark County, Nevada, and APN 125-13-719-003 addressed as 5412 Whisper Lake Lane, Las Vegas, Clark County, Nevada; the Las-Vegas Clark County Library District ("District") as owner of APN 139-36-302-005, addressed as 2601 Sunrise Avenue, Las Vegas, Clark County, Nevada; and the Southern Nevada Regional Housing Authority ("SNRHA") as owner of APN's 139-36-110-031 and -032, both addressed as 2851 East Bonanza Road, Las Vegas, Clark County, Nevada - Wards 3 and 6 (Coffin and Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On February 17, 2016 City Council approved Resolution R-5-2016. The District desires to construct a new library facility at 2851 East Bonanza Road. This property is currently owned by the SNRHA and has an appraised value of $1,320,000. The District currently owns 2601 Sunrise Avenue and has an appraised value of $700,000. To facilitate the construction of the new library, the SNRHA desires to convey the Bonanza property to the District in exchange for the Sunrise property. There is a $620,000 difference in the value of the properties and a $99,620 difference in the utility credits associated with the properties. The City desires to convey a portfolio of three Neighborhood Stabilization Program houses to the SNRHA to facilitate the exchange.

RECOMMENDATION:
Approval. If approved, the City's Real Estate Administrator is hereby authorized to execute any documents, as approved as to form by the City Attorney, related to the conveyance of the real property.

BACKUP DOCUMENTATION:
Interlocal Agreement

INTERLOCAL AGREEMENT FOR THE TRANSFER OF LAND BETWEEN THE CITY OF LAS VEGAS, THE LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT, AND THE SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

THIS INTERLOCAL AGREEMENT FOR THE TRANSFER OF LAND ("Agreement") is entered into this _____ day _____ 2016 ("Effective Date"), by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("City"), Las Vegas-Clark County Library District, a political subdivision of the State of Nevada, ("District") and the Southern Nevada Regional Housing Authority, a Nevada non-profit corporation ("SNRHA"). City, District, and SNRHA may be referred to singularly as a "Party" or collectively as "Parties." Where each Party makes a covenant or a warranty that is in reference to their conveyance of a Property (as defined below), such Party is referred to as the "Grantor." Where each Party makes a covenant or warranty that is in reference to their acceptance of a Property, such Party is referred to as the "Grantee."

RECITALS

WHEREAS, pursuant to Nevada Revised Statute ("NRS") 277.180 any public agency may contract with any other public agency to perform any governmental service, activity, or undertaking which any of the public agencies entering into the Agreement is authorized by law to perform;

WHEREAS, the District is the owner of that certain vacant Property, Assessor's Parcel Number ("APN") 139-36-302-005, with an address of 2601 Sunrise Avenue, Las Vegas, Clark County, Nevada and commonly known as the former Clark County School District Variety School site (the "Sunrise Parcel");

WHEREAS, the City is the owner of that certain Property, APN 139-27-708-017 with an address of 833 North Las Vegas Boulevard 89101, Las Vegas, Clark County and commonly known as the Las Vegas Library (the "Library Parcel");

WHEREAS, the District currently operates the Las Vegas Library on the Library Parcel pursuant to the terms of that certain Interlocal Agreement for the Transfer of Land Between the City of Las Vegas and the Las Vegas-Clark County Library District, dated April 15, 2015, and subsequent amendments, whereby the City conveyed the Sunrise Parcel to the District in Exchange for the transfer of the Las Vegas Library to the City, and an additional capital contribution from the City for the outlay needed by the District for the cost of the new library building and related facilities to be constructed by the District (the "East Las Vegas Library");

WHEREAS, the SNRHA is the fee title owner of those certain vacant parcels located at the southeast corner of East Bonanza Road and North 28th Street, APN 139-36-110-031 and 139-36-110-032, both addressed as 2851 East Bonanza Road, Clark County, Las Vegas, Nevada (the "Bonanza Parcels");

WHEREAS, the Parties mutually desire to locate the East Las Vegas Library on the Bonanza Parcels;

WHEREAS, the SNRHA desires to convey the Bonanza Parcels to the District in exchange for the Sunrise Parcel to be conveyed by the District and a portfolio of Neighborhood Stabilization Homes ("NSP Houses") to be conveyed by the City whereby reasonably equivalent value is exchanged (the "Exchange"), as detailed in Exhibit A;

WHEREAS, pursuant to NRS 277.050, the governing body of public agencies may exchange land for property or cash by adopting a resolution declaring its intent and without advertising for public bids.

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

AGREEMENT

ARTICLE 1. CITY AGREES:

1.1. to execute and deliver to Title Company a Grant, Bargain, and Sale Deed in the form attached here to as Exhibit B to convey the NSP Houses to the SNRHA and to perform all other obligations as detailed herein.

ARTICLE 2. DISTRICT AGREES:

2.1. to execute and deliver to Title Company a Grant, Bargain, and Sale Deed in the form attached here to as Exhibit C to convey the Sunrise Parcel to the SNRHA and to perform all other obligations as detailed herein.

2.2. to accept the conveyance of the Bonanza Parcel from the SNRHA.

ARTICLE 3: SNRHA AGREES:

3.1. to execute and deliver to Title Company a Grant, Bargain, and Sale Deed in the form attached here to as Exhibit D to convey the Bonanza Parcels to the District and to perform all other obligations as detailed herein.

3.2. to accept the conveyance of the Sunrise Parcel from the District.

3.3. to accept the conveyance of the NSP Houses from the City.

3.4 to maintain the NSP Houses in a manner consistent with the terms of the PROPERTY MANAGEMENT AGREEMENT FOR PROPERTIES ACQUIRED UNDER THE NEIGHBORHOOD STABILIZATION PROGRAMS 1 AND 3, dated November 7, 2013, executed by and between the City and Affordable Housing Program, Inc., a subsidiary of the SNRHA. In addition, the SNRHA shall comply with all Neighborhood Stabilization Program requirements, including maintaining the affordability period for the NSP Houses, that the City would otherwise be subject to if the City retained fee title to the NSP Houses. The City will ensure compliance with NSP requirements through the use of a Deed of Trust that will be recorded against the NSP Houses in favor of the City.

Upon expiration of the Neighborhood Stabilization Program requirements, and specifically the affordability period, Neighborhood Stabilization Program requirements will be deemed fulfilled and removed from the NSP Houses. At such time, all Neighborhood Stabilization Program long-term affordability requirements are terminated and SNRHA's Neighborhood Stabilization Program obligations are satisfied. The Deed of Trust or other land liens will be reconveyed, and SNRHA will have full and clear fee title to the NSP Houses.

ARTICLE 4. THE PARTIES MUTUALLY AGREE:

4.1. the value of the difference between the water connection fees for the Sunrise Parcel of One Hundred Ninety Two Thousand and Seven Hundred Eighty Dollars and 00/100 ($192,780.00), and the Bonanza Parcels of Two Hundred Ninety Two Thousand Four Hundred Dollars and 00/100 ($292,400.00), is Ninety Nine Thousand Six Hundred Twenty and 00/100 ($99,620.00) (the "Water Credit Fee Difference"). The City agrees to The Water Credit Fee Difference shall be added to the value of the Bonanza Parcels to determine the reasonably equivalent value of the Exchange.

4.2. to transfer the sewer connection fees of One Hundred Forty Thousand Two Hundred and Four Dollars and 90/100 ($140,204.90) from the Bonanza Parcel to the Sunrise Parcel and Thirty Thousand Five Hundred and Fifty Four Dollars and 70/100 ($30,544.70) from the Sunrise Parcel to the Bonanza Parcels.

4.3. the District shall be solely responsible for the planning, design, and construction of the East Las Vegas Library on the Bonanza Parcels. The District shall follow all applicable laws, regulations, and ordinances pertaining to the planning, design and construction of the East Las Vegas Library, including any requirement of the City when the City is acting in a regulatory manner.

4.4. the Exchange is for the mutual benefit of the Parties and no further consideration other than as detailed herein is contemplated under this Agreement or any separate Agreement between any Parties hereto.

ARTICLE 5. ESCROW AND CONTINGENCIES.

5.1. Escrow Holder. Within five (5) business days after the Effective Date, the City will open an Escrow ("Escrow") with Chicago Title of Nevada, Inc. (the "Title Company"), located at 9075 West Diablo Drive, Suite 100, Las Vegas, NV 89148, telephone (702) 836-8000, Attn: Jennifer Reinink, jennifer.reinink@ctt.com, for the purpose of consummating the Exchange in accordance with the terms hereof.

5.2. Contingencies. The Parties obligation to consummate the Exchange is subject to the satisfaction or waiver of the conditions precedent described in this Section 5.2 (the "Contingencies") no later than sixty (60) calendar days of the Effective Date (the "Contingency Period"). Any of the Contingencies may be waived by a Party in its sole discretion. If necessary, the Parties may agree by signing a written document, to extend the Contingency Period for as many days as are reasonably necessary to satisfy or waive one or more of the Contingencies.

A. Title. Promptly after opening Escrow, City shall obtain, at City's expense, a commitment for an owner's policy of title insurance issued by the Title Company with respect to the Sunrise Parcel, Bonanza Parcels, and each NSP House (collectively, the Sunrise Parcel, Bonanza Parcels, and the NSP Houses are referred to herein individually as the "Property" or collectively as the "Properties") (collectively, the "Title Commitment"). The Title Commitment shall show in each respective Grantor marketable title in fee simple free and clear of all liens and encumbrances except: (i) those created by each respective Grantee; (ii) zoning ordinances; and (iii) covenants, restrictions, conditions, and easements acceptable to each respective Grantee in its sole discretion. If title to the any of the Properties is unmarketable, each respective Grantee shall have the right to object to such conditions within fourteen (14) calendar days of such Grantee's receipt of the Title Commitment. If any Grantee so objects, and the Grantor of such Property fails to remedy or remove any such defect, lien, encumbrance, easement, condition, restriction, or encroachment, then such Grantee shall have the option to terminate this Agreement by delivering written notice thereof to the other Parties hereto. The issuance of a title insurance policy pursuant to the Title Commitment (the "Title Policy") is a condition precedent to each Grantee's obligation to proceed to Close of Escrow under this Agreement. The Title Policy shall be in a form reasonably acceptable to such Grantee and in the amount of the appraised value, showing title to the Properties vested of record in such Grantee in fee simple, subject only to any matters approved or waived by such Grantee, any matters shown on the Survey, if any, and not objected to by such Grantee and any other matters that such Grantee has approved in writing.

B. Survey. During the Contingency Period, each Grantee shall have the right to obtain, at Grantee's cost and expense, a Survey of any Property, together with certification of the surveyor as may

reasonably be required by Grantee (the "Survey"). The Survey shall satisfy, if required by such Grantee, the 2011"Minimum Standard Detail Requirements for ALTA®/ACSM Land Title Surveys" jointly established and adopted by the American Land Title Association (ALTA) and the National Society of Professional Surveyors ("NSPS"). The receipt of a Survey is a condition precedent to each Grantee's obligation to proceed to Close of Escrow under this Agreement.

C. Survey Notice. If the Survey reveals any exceptions to title or any matters affecting the Property to which any Grantee objects ("Survey Exceptions"), such Grantee shall notify the respective Grantor of such Survey Exceptions not later than fourteen (14) calendar days after receipt of the Survey (the "Survey Notice"). If: (1) such Grantor fails to cure any Survey Exceptions referenced in the Survey Notice, or (2) such Grantor notifies the Grantee of such Grantor's inability or unwillingness to cure such Survey Exceptions referenced in the Survey Notice, then such Grantee shall have the option to terminate this Agreement by delivering written notice thereof to the other Parties hereto.

D. Environmental Conditions. Each Grantee shall have the right, and the respective Grantor shall provide such Grantee access to its Property as reasonably necessary, to obtain Environmental Reports regarding the soils, ground water, topography, geology, and other conditions of such Property, together with reliance letters of the preparers of such reports as may be required by Grantee ("Environmental Reports"). If the Environmental Reports reveal any environmental matters adversely affecting the Properties to which Grantee objects (the "Environmental Conditions"), such Grantee shall notify the respective Grantor of such Environmental Conditions within fourteen (14) calendar days of such Grantee's receipt of the respective Environmental Reports (the "Environmental Notice"). If, within the Contingency Period: (1) Grantor fails to cure any Environmental Conditions referenced in the Environmental Notice, or (2) Grantor notifies Grantee of Grantor's inability or unwillingness to cure such Environmental Conditions referenced in the Environmental Notice, then such Grantee shall have the option to terminate this Agreement by delivering written notice thereof to the other Parties hereto.

E. Inspection. Grantor shall cooperate in making the Property reasonably available for inspection by Grantee. If Grantee is not, in good faith, satisfied with the condition of the Property as disclosed by any inspection thereof, such Grantee may deliver to the respective Grantor a written request that the Grantor remedy any unsatisfactory conditions. In the event that Grantee and Grantor do not reach Agreement regarding remedying the unsatisfactory conditions prior to the expiration of the Contingency Period, then such Grantee shall have the option to terminate this Agreement by delivering written notice thereof to the other Parties hereto.

ARTICLE 6. CLOSE OF ESCROW.

6.1. Closing. For purposes of this Agreement, the Closing shall be deemed to occur as of the date and time that the Grant, Bargain, and Sale Deeds are recorded in the Clark County Recorder's Office and the "Closing Date" or "Close of Escrow" shall be the day that the Closing occurs.

6.2. Closing Date. The Closing Date shall be no later than fifteen (15) days after the expiration of the Contingency Period, as it may have been reasonably extended. In addition to the satisfaction or waiver of the Contingencies, each Grantee's obligations under this Agreement are subject to and contingent upon the occurrence of the following on or before the date of Closing: (a) all of their respective Grantor's representations and warranties hereunder shall remain true and correct; (b) no moratorium, statute, order, regulation, ordinance or judgment of any court or governmental agency shall have been enacted, adopted, issued or initiated that would materially and adversely affect any of the Properties or such Grantee's use thereof as contemplated herein; and (c) each of the Parties shall have delivered all necessary documents and made such other deliveries as are required hereby.

6.3. Documents and Delivery.

A. Grantor's Documents. At least one (1) business day prior to the Closing Date, each Grantor shall deposit into Escrow:

(1). One (1) original duly executed, acknowledged and dated Grant, Bargain, and Sale Deed in a form suitable for recordation, conveying to Grantee fee simple title to the Property, which shall be recorded in the Official Records of Clark County, Nevada on the Close of Escrow, in substantially the respective form attached hereto as Exhibit B, C, or D;

(2). One (1) originally executed State of Nevada Declaration of Value statement, to accompany the Grant, Bargain, and Sale Deed;

(3). One (1) original of an affidavit duly executed by such Grantor which satisfies the requirements of Section 1445 of the Internal Revenue Code, as amended;

(4). One (1) counterpart signature on the Joint Escrow Instructions between the Parties, which will be prepared by Title Company consistent with the terms of this Agreement ("Joint Escrow Instructions"); and

(5). Such other instruments and documents as may be reasonably requested by the Title Company relating to such Grantor, to their respective Property and as otherwise required to transfer such Property to the respective Grantee pursuant to the terms and conditions of this Agreement.

B. Grantee's Documents. At least one (1) business day prior to the Closing Date, each Grantee shall deposit into Escrow:

(1). One (1) counterpart signature of the Joint Escrow Instructions;

(2). One (1) original counterpart execution on the State of Nevada Declaration of Value statement signed by Grantor and referenced in Paragraph 6.3(A)(2) above; and

(3). Such other instruments and documents as may be reasonably requested by the Title Company as otherwise required to transfer the Property to Grantee pursuant to the terms and conditions of this Agreement.

6.4. Prorations. The following items shall be prorated by the Title Company as of the day of the Closing, with Grantor chargeable for costs incurred through the Closing and Grantee chargeable for costs incurred from and after the Closing:

A. All real taxes based on the most recent tax bills available, bonds, additional taxes, special assessments, rents, issues and profits from each Property, and such other matters as the Parties shall instruct the Title Company prior to Closing Date.

B. Any tax bills received by Grantee after the Close of Escrow relating to a period prior to the Close of Escrow shall be prorated between the Parties as if said tax bills had been available as of the Close of Escrow. The provisions of this Article 6 shall survive the Close of Escrow.

6.5. Closing Costs. The City shall pay the following closing costs: (i) the Escrow fee; (ii) all documentary tax, sales tax, or real property transfer tax, if applicable; and (iii) the premium for the Title Policy. All other fees and charges will be allocated according to custom of Clark County, Nevada, the county in which the Properties are located. Each Party shall pay its own attorneys' fees and other expenses incurred by it in connection herewith.

6.6. Conditions to Closing. If any condition precedent set forth in Section 5.2 or this Section 6.6 are not satisfied or waived by the Party for whose primary benefit it exists upon the Close of Escrow, in

addition to any rights and remedies of the Parties set forth herein, said benefited Party may, at its option, either; (i) waive such condition precedent and close this transaction, or (ii) terminate this Agreement by written notice to the other Parties and the Parties shall have no further obligation to each other under this Agreement except for any obligations which are expressly stated as being intended to survive the Closing.

A. The conditions precedent to each Grantee's obligations are:

(1). All instruments described in Article 6 have been delivered to the Title Company by their respective Grantor;

(2). The Title Company is in a position and is prepared to issue to such Grantee its Title Policy;

(3) All of such Grantee's Contingencies in Section 5.2 have been satisfied or waived;

(4). All representations and warranties made by the respective Grantor shall be true and correct in all material respects as of the Closing Date;

(5). The respective Grantor shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed, observed and/or complied with by such Grantor prior to, or as of, the Closing Date.

B. The conditions precedent to each Grantor's obligations are:

(1). All instruments described in Article 6 have been delivered to the Title Company;

(2). All representations and warranties made by the respective Grantee shall be true and correct in all material respects as of the Closing Date; and

(3). The respective Grantee shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed, observed and/or complied with by Grantee prior to, or as of, the Closing Date.

6.7. Damage or Destruction of Property: Risk of loss to each respective Property shall be borne by each Grantor until Close of Escrow; provided that, if a certain Property shall have been substantially damaged or destroyed before Close of Escrow, each Grantee may, in its sole discretion: (a) proceed with the transaction with no abatement and be entitled to all insurance money, if any, payable to Grantor under all policies covering such Property, or (b) rescind the Agreement and thereby release all Parties from liability hereunder, by giving written notice to the respective Grantor within fourteen (14) calendar days after Grantee has written notice of such damage or destruction. Failure by Grantee to so notify Grantor in writing shall constitute an election to proceed with the transaction. This paragraph supersedes the Nevada Uniform Vendor and Purchaser Risk Act, NRS Sections 113.040 and 113.050.

ARTICLE 7. GRANTEE'S COVENANTS AND RELEASES.

Each Grantee hereby covenants as follows:

7.1 No Interference. Each Grantee shall not interfere with or hinder the operation of the Property prior to the delivery of possession thereof to such Grantee at the Close of Escrow.

7.2 Adequacy of Grantee's Inspection. Each Grantee agrees that it shall have had adequate access to its respective Property and shall have had the opportunity to conduct any and all inspections of its respective Property to its full and complete satisfaction, and if such Grantee acquires the Property from its respective Grantor, then such Grantee acknowledges that it will be purchasing the Property with full knowledge of any and all defects of such Property. Each Grantee acknowledges that it is fully capable of

evaluating the Property's suitability for such Grantee's intended use. Each Grantee agrees that (i) such Grantee shall be solely responsible for determining the status and condition of the Property (including the environmental condition of the Property); (ii) such Grantee is relying solely upon such inspections, examination, and evaluation of the Property by such Grantee in purchasing the Property.

7.3 AS-IS. If a Grantee accepts title to a given Property with all conditions precedent, (including, without limitation, any Contingencies) duly satisfied or waived, such Grantee acknowledges that such Property will be conveyed at Close of Escrow (and such Grantee agrees to accept such Property) "AS IS," "WHERE IS," and "WITH ALL FAULTS" and subject to any defects which may exist at Close of Escrow, without any representation or warranty by its Grantor except as expressly set forth in in its Grant Bargain Sale deed or as expressly stated in Article 8 hereof.

7.4 Disclaimer. Each Grantee acknowledges and agrees that, other than the representations and warranties set forth hereof, its respective its respective Grantor has made no representations or warranties, express or implied, as to the Property or the transaction contemplated by this Agreement. Each Grantee acknowledges and agrees that, other than the representations and warranties set forth hereof, no person acting on behalf of its respective Grantor is authorized to make (and by the execution hereof, such Grantee hereby agrees that no person has made) any representation, statement, warranty, guaranty or promise regarding the Property, or the transaction contemplated herein, and no representation, warranty, statement, guaranty, or promise, if any, made by any person acting on behalf of its respective Grantor which is not contained in Article 8 below shall be valid or binding upon its respective Grantor. Each Grantee hereby waives and relinquishes all rights and privileges arising out of, or with respect or in relation to, representations, warranties, or covenants (other than the representations and warranties set forth in Article 8 hereof), whether express or implied, which may have been made or given, or which may be deemed to have been made or given, by its respective Grantor. Each Grantee hereby further acknowledges and agrees that warranties of merchantability and fitness for a particular purpose are excluded from the transaction contemplated hereby, as are any warranties arising from a course of dealing or usage of trade.

7.5 Release. Upon the Close of Escrow, other than with respect to a breach of an express representation of its respective Grantor as set forth in Article 8 hereof, each Grantee hereby agrees to assume all risks and liabilities related to the Property (including as related to the physical/environmental condition of the Property, and its value, fitness, use or zoning) whether direct or indirect, known or unknown, foreseen or unforeseen, which in any way and at any time relate to or arise from its respective Property (including as related to the physical/environmental condition of the Property, and its value, fitness, use, or zoning). Except for a breach of the representations and warranties set forth in Article 8, each Grantee hereby waives and releases its respective Grantor, its officers, directors, shareholders, members, partners, principals, agents, attorneys, employees, and subsidiaries, from any and all claims, judgments, liabilities, penalties, fines, costs, expenses, demands, losses, or damages (including without limitation attorney fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, which in any way and at any time relate to or arise from the Property(including the physical/environmental condition of the Property, and its value, fitness, use, or zoning).

ARTICLE 8. REPRESENTATIONS AND WARRANTIES.

8.1. Grantor's Representations and Warranties. Each Grantor represents and warrants to its respective Grantee and to the other Party as follows:

A. Power and Authority. Each Grantor is a legally existing political subdivision of the State of Nevada. The execution and delivery by each Grantor of, and each Grantor's performance under this Agreement are within such Grantor's powers and have been duly authorized by all requisite governmental

action, and the person executing this Agreement on behalf of such Grantor has been duly delegated the authority to do so.

B. Valid Agreement. This Agreement constitutes the legal, valid and binding obligation of each Grantor, enforceable in accordance with its terms, subject to laws applicable generally to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the right of contracting Parties generally.

C. Foreign Person. Each Grantor is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986.

D. Environmental Matters. No Grantor has received written notice of any investigation or proceeding by any governmental agency concerning the presence or alleged presence, release or threatened release of Hazardous Materials on its Property. The term "Hazardous Materials" includes oil and petroleum products, asbestos, polychlorinated biphenyl, radon and urea formaldehyde, and any other materials classified as hazardous or toxic or as pollutants or contaminants under any Environmental Law.

If any Grantor receives written notice of any investigation or proceeding by any governmental agency as to the presence, alleged presence, release, or threatened release of Hazardous Materials on or about its Property, other than as may have been previously disclosed by such Grantor to its respective Grantee, such Grantor agrees to provide to its Grantee all information and data as to such investigation or proceeding immediately upon receipt of same.

Each of the foregoing representations and warranties must be true and correct as of the date hereof and as of Close of Escrow. If any Grantee becomes aware that any of its respective Grantor's representations contained in this Article 8 are not true and correct before Close of Escrow, then the option within Section 6.6 for such Grantee to waive such misrepresentation or to terminate this Agreement will apply.

The representations of each Grantor set forth in this Article 8 shall survive the Close of Escrow for a period of one (1) year. Any claim of a Grantee based on an alleged breach or misrepresentation shall be made within one (1) year following the Close of Escrow, and if not so made shall automatically be null, void and of no force or effect whatsoever. For purposes hereof, a claim shall be deemed "made" only upon an official filing of an action with respect to such claim with a court of competent jurisdiction.

8.2. Grantee's Representations and Warranties. Grantee represents and warrants:

A. Power and Authority. Each Grantee is a legally existing political subdivision of the State of Nevada. The execution and delivery by each Grantee of, and each Grantee's performance under this Agreement are within such Grantee's powers and have been duly authorized by all requisite governmental action, and the person executing this Agreement on behalf of such Grantee has been duly delegated the authority to do so.

B. Valid Agreement. This Agreement constitutes the legal, valid and binding obligation of Grantee enforceable in accordance with its terms, subject to laws applicable generally to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the rights of contracting Parties generally.

Each of the foregoing representations and warranties must be true and correct as of the date hereof and as of Close of Escrow. If any Grantor becomes aware that any of its respective Grantee's representations contained in this Article 8 are not true and correct before Close of Escrow, then the option within Section 6.6 for such Grantor to waive such misrepresentation or to terminate this Agreement will apply.

The representations of each Grantee set forth in this Article 8 shall survive the Close of Escrow for a period of one (1) year. Any claim of a Grantor based on an alleged breach or misrepresentation shall be made within one (1) year following the Close of Escrow, and if not so made shall automatically be null, void and of no force or effect whatsoever. For purposes hereof, a claim shall be deemed "made" only upon an official filing of an action with respect to such claim with a court of competent jurisdiction.

ARTICLE 9. LIMITATION ON REMEDIES.

If a Party defaults in the performance of any of its obligations, promises, or agreements under this Agreement or if a Party breaches any of its representations or warranties hereunder, the Party who was injured by such default, breach or misrepresentation is entitled to bring an action for specific performance or for damages measured by actual out-of-pocket costs, as the case may be, but not for punitive, speculative or consequential damages.

ARTICLE 10. LIABILITY AND INDEMNITY.

10.1. Insurance. Each Party hereto shall carry commercial general liability insurance, or shall self-insure, in accordance with Nevada Revised Statutes. Such insurance shall be written by a company licensed by the state of Nevada, and shall respond in tort in accordance with NRS Chapter 41. Each Party shall also maintain protection (insurance or approved self-insurance) for liability arising in other legal jurisdictions, including federal courts, in which the statutory tort caps of NRS Chapter 41 would not apply.

10.2. Indemnity. Each Party shall be responsible for its own negligence subject to the limitations on liability provided under Nevada Revised Statutes, Chapter 41, and to the same degree, shall hold harmless and indemnify the other Party, its governing board, individual members thereof, and/or all employees for any and all losses, damages, harm, liability, cost or expense, financial or otherwise, resulting or arising from, during, or as a result of the activities involving this Agreement. Each Party agrees to protect, defend, indemnify, save and hold harmless the other Party's governing board, its officers, employees and agents, harmless from any and all claims, causes of action, liability, damages or attorney fees, and any and all costs arising from their actions with respect to this Agreement whether those actions were performed by its governing board, its officers, employees, and/or agents.

ARTICLE 11. NOTICE.

Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) an electronic record sent by e-mail pursuant to NRS 719.240, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To City:
Attn: Real Estate Administrator
City of Las Vegas
Department of Operations and Maintenance
333 North Rancho Drive, 8th Floor
Las Vegas, Nevada 89106
(702) 229-1022
E-Mail: tboyce@lasvegasnevada.gov

with copy to: Attn: Scott Adams, Deputy City Manager
Department of City Manager
495 S. Main Street, 7th Floor
Las Vegas, NV. 89101
(702) 229-6501
E-Mail: sadams@lasvegasnevada.gov

To District: Attn: Office of the Executive Director
Las Vegas-Clark County Library District
7060 W. Windmill Lane
Las Vegas, Nevada 89113
(702) 507-6186
E-Mail: rices@lvccld.org

To SNRHA: Attn: Executive Director
340 North 11th Street
Las Vegas, NV 89101
(702) 922-6800
E-Mail: ampgamazo@snvrha.org

ARTICLE 12. MISCELLANEOUS.

12.1. Exhibits Incorporated By Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference.

12.2. No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a Party to this Agreement any third-Party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or Agreement contained in this Agreement.

12.3. No Broker. Each Party represents to the other that it has not used a real estate broker or finder in connection with this Agreement or the transaction contemplated by this Agreement. If any person asserts a claim for a broker's commission or finder's fee against one of the Parties to this Agreement, the Party on account of whose conduct the claim is asserted shall indemnify and hold the other Party harmless from and against any and all losses, liens, claims, judgments, liabilities, costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any Agreement, arrangement or understanding alleged to have been made by such Party or on its behalf with any broker or finder in connection with this Agreement or the transaction contemplated hereby.

12.4. Integration. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by both Parties. This Agreement is the entire Agreement between the Parties with respect to the improvements, and supersedes all prior and contemporaneous oral and written agreements and discussions related to construction of the improvements.

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

12.6. No Waiver. Failure of either Party to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of such breach. No provision of this

Agreement shall be deemed to have been waived unless such waiver is in writing signed by the waiving Party.

12.7. Binding Effect. Each Party, or responsible representative thereof, has read this Agreement and understands the contents thereof. The person(s) executing this Agreement on behalf of each Party is empowered to do so and thereby bind the respective Party.

12.8. Governing Law. The laws of the State of Nevada will govern as to the interpretation, validity and effect of this Agreement. This Agreement is intended only to benefit the Parties hereto and does not create any rights, benefits or causes of action for any other person, entity or member of the general public.

12.9. Separateness. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement, and in respect to performance of services pursuant to this Agreement, the Parties are and shall be a public agency separate and distinct from the other. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other.

12.10. Severability. Should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, under any other part of this Agreement.

12.11. Records. The Parties acknowledge that they may be subject to the Public Records Law in NRS Chapter 239. All documents including the appraisals and information related to this Agreement are subject to the Public Records Law of NRS Chapter 239 unless exempted by statute, court order, or government directive. Notwithstanding the foregoing, no Party shall publish the terms of this Agreement except to the extent required pursuant to Public Records Law in NRS Chapter 239 or other applicable law, court order, or government directive. The provisions of this Article 12.12 shall survive the Close of Escrow or the earlier termination or expiration of this Agreement.

12.12. Time Calculations. Should the calculation of any of the various time periods provided for herein result in an obligation becoming due on a Saturday, Sunday, or legal holiday, then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day.

12.13 Time. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THE PARTIES' OBLIGATIONS UNDER THIS AGREEMENT.

12.14. Delegation. Upon approval of this initial Agreement by the City Council and after it has been fully executed by signature of all Parties, staff of the Real Estate Section shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this Agreement during the term of this Agreement. This may include amendments, changes of address, adjustments to monetary revenue or expenditures not to exceed ten thousand dollars ($10,000), filing and recording of appropriate documents with the County Recorder's Office or the County Tax Assessor's Office, and recordings and filing with the City Clerk's Office.

12.15. Counterparts/Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same Agreement and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

[Left Blank Intentionally and Signatures on Next Pages]

INTERLOCAL AGREEMENT
FOR THE TRANSFER OF LAND BETWEEN THE CITY OF LAS VEGAS
THE LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT, AND
THE SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Signature Page

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

CITY OF LAS VEGAS

"City"

By: _____

Carolyn G. Goodman, Mayor

ATTEST:

By: _____

LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

By: John S. Kistler 2/8/16

Deputy City Attorney Date

Date of Execution by City: _____

[Signatures on Next Pages]

LAS VEGAS-CLARK COUNTY
LIBRARY DISTRICT

"District"

By: _____

Dr. Ronald R. Heezen,
Executive Director

APPROVED AS TO FORM:

By: _____

Gerald M. Welt Date

Counsel for Las Vegas Clark Vegas-Clark County
Library District

Date of Execution by District: _____

[Signature on Next Page]

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

"SNHRA"

By: _____

John Hill, Executive Director

APPROVED AS TO FORM:

By: _____

Theodore Parker, III, Esq. Date

Parker Nelson & Associates
Counsel for Southern Nevada Regional
Housing Authority

Date of Execution by SNRHA: _____

EXHIBIT A

Exchange of Equivalent Value Summary

1.	Appraised Value of Bonanza Parcels:	$ 1,320,000
	Water Credit Fee Differences:	$99,620.00
2.	Appraised Value of Sunrise Parcel:	$ 700,000
	Appraised Value of NSP Houses:	
	A. 7820 Autumn Gate Way, Las Vegas, NV	$ 235,000
	B. 5604 Green Ferry Avenue, Las Vegas, NV	$ 215,000
	C. 5412 Whisper Lake Lane, Las Vegas, NV	$ 290,000

EXHIBIT B

Form of Grant, Bargain and Sale Deed
For Conveyance of NSP Houses from the City to SNRHA

APN: [INSERT]

Recording Requested by /
Return Documents to /
Mail Tax Statements to:

Southern Nevada Regional
Housing Authority
340 North 11th Street
Las Vegas, NV 89101

▲ Space Above for Recorder's Use Only ▲

GRANT, BARGAIN, SALE DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the City of Las Vegas, a municipal corporation of the State of Nevada ("Grantor"), does hereby GRANT, BARGAIN AND SELL AND CONVEY to the Southern Nevada Regional Housing Authority, a political subdivision of the State of Nevada, ("Grantee"), that certain real property in the City of Las Vegas, County of Clark, State of Nevada, more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

The conveyance is subject to the following:

1. All general and special taxes for the current year and subsequent years.
2. Covenants, conditions, reservations, rights, rights-of-way, and easements now of record.

To have and to hold the real property herein granted unto the Grantee, its heirs or successors and assigns, in fee simple, together with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues, or profits thereof.

IN WITNESS THEREOF, the Grantor has caused this instrument to be executed this _____ day of _____, 2016.

CITY OF LAS VEGAS

By: _____

Name: Carolyn G. Goodman
Title: Mayor, City of Las Vegas

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2016, by Carolyn G. Goodman as the Mayor of the City of Las Vegas.

_____

Notary Public

EXHIBIT C

Form of Grant, Bargain and Sale Deed
For Conveyance of Bonanza Parcels from the SNRHA to the District

APN: 139-36-110-031 &
139-36-110-032

Recording Requested by /
Return Documents to /
Mail Tax Statements to:

Las Vegas-Clark County
Library District
7060 W. Windmill Lane
Las Vegas, Nevada 89113

▲ Space Above for Recorder's Use Only ▲

GRANT, BARGAIN, SALE DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Southern Nevada Regional Housing Authority, a Nevada non-profit corporation, ("Grantor"), does hereby GRANT, BARGAIN AND SELL AND CONVEY to the Las Vegas-Clark County Library District, a political subdivision of the State of Nevada ("Grantee"), that certain real property in the City of Las Vegas, County of Clark, State of Nevada, more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

The conveyance is subject to the following:

1. All general and special taxes for the current year and subsequent years.
2. Covenants, conditions, reservations, rights, rights-of-way and easements now of record.

To have and to hold the real property herein granted unto the Grantee, its heirs or successors and assigns, in fee simple, together with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues, or profits thereof.

IN WITNESS THEREOF, the Grantor has caused this instrument to be executed this _____ day of _____, 2016.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
By: _____

Name: John Hill
Title: Executive Director, SNRHA

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2016, by John Hill as the Executive Director of the Southern Nevada Regional Housing Authority.

_____
Notary Public

EXHIBIT D

Form of Grant, Bargain and Sale Deed
For Conveyance of Sunrise Parcel from the District to SNRHA

APN: 139-36-302-005

Recording Requested by /
Return Documents to /
Mail Tax Statements to:

Southern Nevada Regional
Housing Authority
340 North 11th Street
Las Vegas, NV 89101

▲ Space Above for Recorder's Use Only ▲

GRANT, BARGAIN, SALE DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Las Vegas-Clark County Library District, a political subdivision of the State of Nevada ("Grantor"), does hereby GRANT, BARGAIN AND SELL AND CONVEY to the Southern Nevada Regional Housing Authority, a Nevada non-profit corporation ("Grantee"), that certain real property in the City of Las Vegas, County of Clark, State of Nevada, more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

The conveyance is subject to the following:

1. All general and special taxes for the current year and subsequent years.
2. Covenants, conditions, reservations, rights, rights-of-way and easements now of record.

To have and to hold the real property herein granted unto the Grantee, its heirs or successors and assigns, in fee simple, together with all tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues, or profits thereof.

IN WITNESS THEREOF, the Grantor has caused this instrument to be executed this _____ day of _____, 2016.

LAS-VEGAS CLARK COUNTY LIBRARY DISTRICT

By: _____

Name: Ronald R. Heezen
Title: Executive Director

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2016, by Ronald R. Heezen as the Executive Director of the Las Vegas-Clark County Library District.

_____

Notary Public

City of Las Vegas Agenda Item No.: **27.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Report by Jeremy Aguero, Applied Analysis, regarding the 2015 Marketing Survey - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The city of Las Vegas conducted another survey of the general population in the fall of 2015. Unlike the broader citizen survey, the marketing survey conducted by Applied Analysis concentrated on city-wide brand and standards, outreach planning and developing a marketing plan. The data is helping in the city's web redesign as well as marketing our parking, business development, cultural and education programs.

RECOMMENDATION:
Report only

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **28.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Report by Brian McAnallen, Government Affairs Manager, and discussion for possible action on the City of Las Vegas current legislative priorities - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
Staff will provide a report on current federal, state, and local government legislative priorities affecting the City of Las Vegas.

RECOMMENDATION:
Receive report

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **29.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Discussion for possible action regarding the ratification of Michael Sherwood as Director of Information Technologies ($162,000 + benefits - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $162,000 + benefits
Funding Source: General Fund
Dept./Division: Information Technologies

PURPOSE/BACKGROUND:
Michael Sherwood has over 20 years of management experience, most recently serving as Deputy Director of the department of Public Safety, Business Services and City Technology for the City of Irvine, CA. Prior to this, Mr. Sherwood held several positons with the City of Oceanside that began with Management Consultant and progressed to Chief Information Officer. Mr. Sherwood received a Master of Science degree in Executive Management from the University of Southern California, as well as a Bachelor of Science in Management from Pepperdine University

RECOMMENDATION:
Approve and ratify the appointment of Michael Sherwood to the position of Director of Information Technologies

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **30.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Report by LuAnn D. Holmes, City Clerk, regarding the status of the reimbursement structure for future elections proposed by Clark County and discussion for possible action regarding available options for upcoming election cycles - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
On December 1, 2015, the Clark County Board of Commissioners voted to change the reimbursement structure billed to local municipalities for the election services the Clark County Election Department provides in odd-years. The proposed changes will greatly increase the City's election associated expenses and this report will explain the proposed changes and offer alternatives with estimates for the Council's consideration.

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **31.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Report by Mark Vincent, City of Las Vegas, on the property tax caps for fiscal year 2017 and discussion for possible action regarding direction to staff - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
Nevada Revised Statutes 361.4722-.4723 establishes caps on how much property tax bills can increase year over year. Commonly referred to as the 3 percent cap on residential tax bill growth and the 8 percent cap on commercial tax bill growth, under certain circumstances those caps can be much lower. Preliminary data indicates that the cap on both bill types will be 0.2 percent for all property in Clark County, which will have significant budget impacts in fiscal year 2017 for Las Vegas as well as the rest of the county and the state.

RECOMMENDATION:
Accept report, and take any appropriate action.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **32.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Report by Staff and discussion for possible action regarding the projects being considered by the Southern Nevada Tourism Infrastructure Committee - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
Governor Brian Sandoval created the Southern Nevada Tourism Infrastructure Committee (Committee) by Executive Order 2015-09 on July 6, 2015. Mayor Carolyn Goodman is 1 of 11 members on the Committee. City Manager Elizabeth Fretwell is a member of the non-voting Technical Advisory Committee. Steve Hill, Executive Director of the Governor's Office of Economic Development is the chair of the Committee. Since July 2015, the Committee has been receiving reports on McCarran International Airport; stadiums, arenas and events centers; convention centers; roads, highways and mass transit; and pedestrian movement within the resort corridor. In the coming months the Committee will be reviewing the presentations provided, reviewing major infrastructure funding, and prioritizing the projects for recommendation to Governor Sandoval in the final report.

RECOMMENDATION:
Receive report

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **33.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

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

SUBJECT:
Report by Bill Arent, Director of Economic and Urban Development, on the current status and future development plans regarding Symphony Park - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas, through an affiliate holding company City Parkway V, Inc., is serving as master developer of Symphony Park, a 61-acre mixed-use campus in downtown Las Vegas. This report will update the Las Vegas City Council on the current status of Symphony Park projects, as well as describe the city's approach to market Symphony Park to new developers and investors who may have interest in developing in Symphony Park.

RECOMMENDATION:
Receive the report

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **34.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
ABEYANCE ITEM - Discussion for possible action regarding the approval of a Medical Marijuana Dispensary Establishment License COMMERCE PARK MEDICAL, LLC dba COMMERCE PARK MEDICAL at 1112 South Commerce Street - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion for possible action regarding the approval of a request for a Medical Marijuana Dispensary Establishment License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council meeting. If approved, subject to conditions:

BACKUP DOCUMENTATION:
1. Ownership and Conditions
2. Location Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MARCH 2, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: regarding the approval of a Medical Marijuana Dispensary Establishment License COMMERCE PARK MEDICAL, LLC dba COMMERCE PARK MEDICAL at 1112 South Commerce Street

OWNERSHIP:

COMMERCE PARK MEDICAL, LLC
Nevada Medical Investment PCP, LLC, Member
Peckman Nevada Trust II, Managing Member
Phillip Peckman, Trustee
Edward Findlay, Member
Julie Murray, Member
Phillip Peckman, Manager

CONDITIONS:

1. All operational plans must remain in compliance with Title 6.95 as approved by the Director on October 21, 2015. Any amendments must be approved by the City prior to implementation.
2. Advertising and product list are limited to plans approved by the Director dated October 21, 2015.
3. First time inventory of useable medical marijuana product must be reported to the Department 24 hours prior to receipt.
4. Testing laboratory results must be submitted and reviewed by the Department prior to the sale of first time product.
5. All cultivation or production facilities used to obtain medical marijuana must be properly licensed with the City of Las Vegas.
6. Signage approved by the Director must be posted to identify that it is illegal to consume marijuana in any public location or commercial area.
7. Must operate in compliance with Title 6.95, all policies and regulations of the state regulating authority and of the Planning Department.
8. Must maintain conformance with all conditions of approval of the Special Use Permit (SUP-55272) and any amendments thereto.
9. Must maintain conformance with all conditions of approval of the Downtown Design Review Committee for (SUP-55272) and any amendments thereto.



Commerce Park Medical
1112 South Commerce Street
Ward 3

Legend

CITY LIMITS

SUBJECT PROPERTY

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System

Planning & Development Dept.
702-229-6301

Date: Tuesday, September 29, 2015

City of Las Vegas Agenda Item No.: **35.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: ADMINISTRATIVE SERVICES
DIRECTOR: TED OLIVAS ☐ **Consent** ☒ **Discussion**

SUBJECT:
R-2-2016 - ABEYANCE ITEM - Discussion for possible action regarding a Resolution supporting the addition of a second Level 3 trauma center in Southern Nevada, located in the North/Northwest region of the Las Vegas Valley - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
Currently, the closest trauma center for residents living in the North/Northwest region of Southern Nevada is located downtown at UMC. This means long transport times for residents in that area who are involved in serious medical situations. Councilman Beers and Councilwoman Tarkanian, the City's representatives on the Southern Nevada Health District Board, have requested that council discuss adopting a resolution in support of adding a second Level 3 trauma center in Southern Nevada, located in the North/Northwest region of the Las Vegas Valley.

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
1. Resolution No. R-2-2016
2. Map
3. Backup Documentation Submitted at the January 20, 2016 City Council Meeting

RESOLUTION NO. R-2-2016

A RESOLUTION OF THE LAS VEGAS CITY COUNCIL SUPPORTING THE ADDITION OF A SECOND LEVEL THREE TRAUMA CENTER IN SOUTHERN NEVADA

WHEREAS, the Southern Nevada Health District (SNHD) was established by the County of Clark and the cities of Las Vegas, North Las Vegas, Henderson, Mesquite, and Boulder City as the public health authority for those entities and, pursuant to Nevada Revised Statutes (NRS) Chapter 439, has jurisdiction over all public health matters in the Health District; and

WHEREAS, the Southern Nevada District Board of Health (Board) is the governing body of the SNHD, and is authorized to adopt regulations to standardize the trauma system in the interest of the public health, and to protect and promote the public health and safety in the geographical area subject to the jurisdiction of the Health District and is specifically authorized to adopt regulations regarding the designation of hospitals as Centers for the Treatment of Trauma as per NRS 450B.237; and

WHEREAS, the Board shall determine the needs of the Clark County trauma system based on evidence obtained through continuous evaluation of the system assessing the volume, acuity and geographic distribution of Patients requiring trauma care; and the location, depth and utilization of trauma resources in the system; and

WHEREAS, the Board's approval of a request for authorization will be based on a demonstrated need for additional trauma services that cannot be met by existing Centers for the Treatment of Trauma or Pediatric Centers for the Treatment of Trauma; and

WHEREAS, the North/Northwest Region of the Valley, which includes portions of the City of Las Vegas, the City of North Las Vegas, portions of unincorporated Clark County (Indian Springs) and portions of unincorporated Nye County (Beatty, Mercury and Pahrump) has a current population exceeding 160,000 and will grow by an additional 15,000 in the next 5 years, and two large master planned communities in the northwest are expected to bring an additional 20,000 homes to the region over the next 5 to 10 years; and

WHEREAS, there is a regional need to maintain and keep under 30 minute access to trauma care throughout the valley and develop access to trauma services in closer proximity to the residents of the

North/Northwest region, so there is shorter transport times to definitive care for the residents living there, especially during commuter periods on the valley freeways; and

WHEREAS, currently the closest trauma center for residents in the North/Northwest region is located in downtown Las Vegas at UMC, which means longer transport times and patients who must seek trauma care away from their community; and

WHEREAS, the Board has requested the governing body of the City of Las Vegas consider whether it would support another Center for the Treatment of Trauma or Pediatric Center for the Treatment of Trauma in the North/Northwest Region of the Las Vegas Valley.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS AS FOLLOWS:

The City Council supports the addition of a second Level 3 trauma center in Southern Nevada, located in the North/Northwest region of the valley to better serve the residents of that area and keep our community safe.

PASSED, ADOPTED AND APPROVED this _____day of _____, 2015.

CITY OF LAS VEGAS

BY _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM

_____ 12-22-15
James B. Lewis, Date
Deputy City Attorney

15-1002.015

Current Trauma System In Las Vegas



Current Trauma System In Las Vegas



LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STEVEN D. ROSS
MAYOR PRO TEM

LOIS TARKANIAN
RICKI Y. BARLOW
STAVROS S. ANTHONY
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

May 27, 2015

Sajit Pullarkat
Chief Executive Officer
Centennial Hills Hospital
6900 N. Durango
Las Vegas, NV 89149

Dear Mr. Pullarkat,

Thank you for taking the steps to make Centennial Hills Hospital a level 3 trauma facility for residents of the Northwest Las Vegas valley. As the elected official representing Las Vegas Ward 6 covering the immediate area surrounding the hospital I see this expansion as critical to the health and safety of my constituents.

Ward 6 includes the fastest growing neighborhoods in the entire Las Vegas valley. This growth is expected to continue given the expansion of both the Skye Canyon master planned community, and Creech Air Force base. In my district alone over 1,000 households have a family member working at this base. The drive to the base from my district is approximately 45 minutes with no other medical facility available to take in accident victims. Sadly our community has lost active duty service members taking this commute. I have pledged to do all that I can in order to increase their odds of survival after an accident.

Additionally a level 3 trauma unit coordinates with the plans of the City of Las Vegas to add more fire stations within minutes of the hospital. Please see the attached map which demonstrates several stations slated for construction all within the response range for Centennial Hills Hospital.

Thank you again for undertaking this tremendous task to bring a higher level of safety and service to our community. Please do not hesitate to contact me at any time for additional assistance in this matter.

Steve Ross
Mayor Pro Tem
City of Las Vegas Ward 6

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
FAX 7...
www.lasvegas.gov

Submitted at City Council
Date 1/6/16 Item 37
By: Mayor pro Tem Ross

2014 WINNER OF THE U.S. CONFERENCE OF MAYORS CLIMATE PROTECTION AWARD

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - CONSERVATION DISTRICT OF SOUTHERN NEVADA (CDSN) BOARD - Chris Magee, Term Expiration 12/31/2015

Fiscal Impact

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

PURPOSE/BACKGROUND:
In accordance with NRS 548.283 (1), the governing bodies of the incorporated cities within Clark County may jointly appoint one representative to serve as supervisor on the Conservation District of Southern Nevada (CDSN) Board. Mr. Chris Magee was appointed in May of 2009. The CDSN is recommending the reappointment of Mr. Magee, Environmental Manager in the Energy and Environmental Services Division of the MGM Mirage. Each supervisor shall serve for a term of two years and unexpired terms must be filled.

RECOMMENDATION:
Options are: The Las Vegas City Council approve Mr. Chris Magee to serve on the Conservation District of Southern Nevada Board OR place another name in nomination for service on this Board for consideration by other local agencies.

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Recommendation Letter from the Conservation District of Southern Nevada

3/17/2014

CONSERVATION DISTRICT OF SOUTHERN NEVADA BOARD

BOARD SUPERVISOR	**ORIGINAL APPT.**	**TERM EXP.**
1. MAGEE, CHRIS	5/20/2009 (Reappt - 12/7/2011) (Reappt - 2/19/2013)	12/31/2015

Authority:	NRS 548.283(1)
Term	2 Years - Must Fill Unexpired Term
Appointed:	Nominated by governing bodies of incorporated cities within Clark County (Henderson, Boulder City, North Las Vegas, and Mesquite) Final action (appointment) by Clark County Conservation District Board
Notes:	No City residency required. No financial disclosure required.
Purpose:	Conducts surveys, investigations and research relating to natural resources.
Coordinator:	Jon Wardlaw, AICP Clark County Conservation District of Southern Nevada c/o Clark County Comprehensive Planning 500 South Grand Central Parkway Las Vegas, Nevada 89155 (702) 455-3129
Meetings:	USDA Service Center 7080 La Cienega, Suite 100 Las Vegas, Nevada 89119 3rd Wednesday of each month at 3:00 P.M.

Conservation District of Southern Nevada
7080 La Cienega, Suite 100
Las Vegas, NV 89119
Phone: (877) 944-7749
Fax: (702) 589-4759
Website: www.cdsn.org

January 29, 2016

LuAnn D. Holmes
Acting City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

RE: Cities Representative to Conservation District of Southern Nevada

Dear Ms. Holmes,

Under NRS 548, the cities in Clark County are provided an "incorporated cities representative" to serve on the Board of Supervisors of the Conservation District of Southern Nevada (CDSN). Your current representative, Mr. Chris Magee has served very effectively in this position since 2009.

Mr. Magee has asked to be reappointed to this position and the Conservation District Board of Supervisors would strongly support his reappointment.

This letter is a request for the City to take the necessary action to reappoint Mr. Magee as your representative to the Conservation District of Southern Nevada for a two-year term, ending on December 31, 2017.

Please feel free to contact me at (877) 944-7749 or at abosket@staterenewableenergy.com if you have any questions or concerns.

Sincerely,

Amber Bosket, Secretary
CDSN

Chris Magee, Chair/Inc. Cities Rep. • Mike Becker, Vice-Chair • Amber Bosket, Secretary
Shane Ammerman, Clark County Rep. • Jim Cavaness • Eric King • Michael Popp, County Alternate

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2016-12 - For Possible Action - Annexation No. ANX-62522 - Property location: At 6275 West Gowan Road; Petitioned by: Francisco J. and Anna M. Ochoa; Acreage: 0.71 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Ricki Y. Barlow

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 at 6275 West Gowan Road. The annexation is at the request of the property owners. The annexation process has now been completed in accordance with the NRS and the final date of annexation (March 11, 2016) is set by this ordinance.

RECOMMENDATION:
Bill is being heard at the February 29, 2016 Recommending Committee Meeting and is eligible for adoption on this March 2, 2016 City Council Meeting.

First Reading – 2/3/2016; First Publication – 2/18/2016

BACKUP DOCUMENTATION:
Bill No. 2016-12 and location map

BILL NO. 2016-12

ORDINANCE NO. _____

AN ORDINANCE TO EXTEND THE BOUNDARIES OF THE CITY, TO PARTICULARLY DESCRIBE THE LAND TO BE ANNEXED, TO MAKE ITS INHABITANTS SUBJECT TO THE LAWS, OBLIGATIONS AND BENEFITS OF THE CITY, AND TO PROVIDE FOR OTHER RELATED MATTERS. (ANX-62522)

Sponsored by: Councilman Ricki Y. Barlow

Summary: Annexes property described as located at 6275 West Gowan Road.

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

SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described real property:

> Those portions of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 11, Township 20 South, Range 60 East M.D.M, Clark County, Nevada, being LOT 1 of that map in File 1 of Parcel Maps, Page 26, of Clark County, Nevada Records, together with the adjoining half-street portions of GOWAN ROAD (40.00 foot half-street width) and MUSTANG STREET (30.00 foot half-street width), described as follows:
>
> BEGINNING at a point on the north line of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said Section 11, said point also being the centerline intersection of GOWAN ROAD and MUSTANG STREET; thence along the north line of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of said

Section 11 and along the centerline of said GOWAN ROAD, South 84°06'34" East, 165.47 feet to the northerly projection of the east line of said LOT 1; thence along said northerly projection, South 00°27'31" West, 40.18 feet to the northeast corner of said LOT 1; thence along the east line of said LOT 1, South 00°27'31" West, 148.51 feet to the southeast corner of said LOT 1; thence along the south line of said LOT 1, North 84°06'20" West, 135.33 feet to the southwest corner of said LOT 1; thence along the westerly projection of the south line of said LOT 1, North 84°06'20" West, 30.14 feet to the centerline of said MUSTANG STREET; thence along said centerline, North 00°27'31" East, 188.68 feet to the POINT OF BEGINNING.

The Basis of Bearings for this land description is South 84°06'34" East, being the north line of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 11, Township 20 South, Range 60 East M.D.M, Clark County, Nevada, as shown on that map in File 2 of Surveys, Page 62, of Clark County, Nevada Records

Written by:
Neil Wacaser
City of Las Vegas, Department of Operations & Maintenance
333 N. Rancho Drive
Las Vegas, NV, 89106
(702) 229-2475
nwacaser@lasvegasnevada.gov

SECTION 2: The City Council hereby determines that the described territory meets the requirements provided by law for annexation to the City for the following reasons:

A. The area to be annexed was contiguous to the City's boundaries at the time the annexation proceedings were instituted;

B. More than one-eighth (1/8) of the aggregate external boundaries of the area are contiguous to the City;

C. The territory proposed to be annexed is not included within the boundaries of another incorporated city or within the boundaries of any unincorporated town as those boundaries existed as of July 1, 1983;

D. The City is eligible to annex the described territory because the landowners have signed a petition constituting one hundred percent (100%) of the owners of record of individual lots or parcels of land within the annexation area.

SECTION 3: The City will provide police protection through the Las Vegas

Metropolitan Police Department, fire protection, street maintenance, and library services immediately upon annexation. Garbage collection by the company franchised by the City will also be provided immediately. The City sanitary sewer system will serve the proposed annexation area. Any connection to or extension of this sewer line to serve the annexation area shall be at the expense of the landowners. Other services, such as participation in the City's recreational programs, special education classes and programs, public works planning, building inspections, and other City services will also be available immediately. Utilities such as gas, electricity, telephone, and water are provided by private utility companies and other services to the area will not be affected by annexation. Street paving, curbs and gutters, sidewalks and street lights which are not in place at the time of annexation will be installed in the presently developed areas upon the request of the property owners and at their expense by means of special assessment districts. Such improvements will be extended into the undeveloped areas as development takes place and the need therefor arises, and will be located according to the needs of the area at that time. Such installations will also be made at the expense of the property owners, either by means of special assessment districts or as prerequisites to the approval of subdivision plats, building permits or other land use or development applications.

SECTION 4: The annexation of the described territory shall become effective on the 11th day of March, 2016, and on that date the City will have the funds appropriated in sufficient amount to finance the extension into the described territory of police protection, fire protection, street maintenance, street sweeping, and street lighting maintenance.

SECTION 5: The described territory, together with the inhabitants and property thereof, shall, from and after the 11th day of March, 2016, be subject to all debts, laws, ordinances and regulations in force in the City and shall be entitled to the same privileges and benefits as other parts of the City, and shall be subject to municipal taxes levied by the City.

SECTION 6: The City Engineer is hereby instructed to cause to be prepared an

accurate map or plat of the described territory and to record the map or plat, together with a certified copy of this ordinance, in the office of the County Recorder of Clark County, Nevada, which recording shall be done prior to the 11th day of March, 2016.

SECTION 7: The described territory, which previously has been zoned R-E (County of Clark classification), is hereby classified as R-E (City of Las Vegas classification), which is deemed to be the City equivalent of the County classification.

SECTION 8: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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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 _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-20-16
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2016, and referred to a committee for recommendation, the committee being composed of the following members _____ _____;

thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2016, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

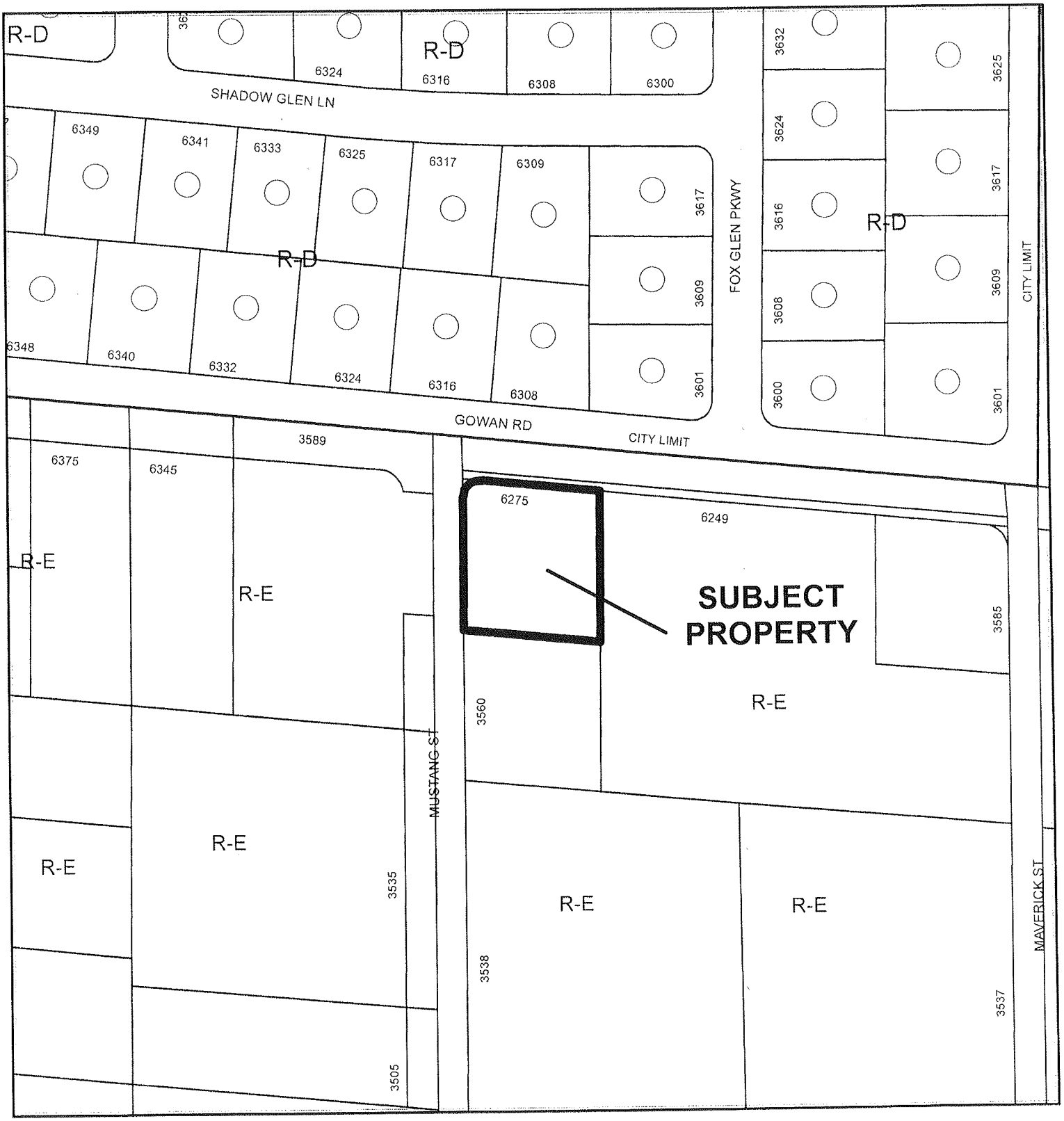
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE: **ANX-62522**

0 100 200 Feet

N

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2016-13 - Annexation No. ANX-62370 - Property location: At the southwest corner of West Regena Avenue and North Hualapai Way; Owner: United States of America; Acreage: 5.17 acres; Zoned: R-E (County zoning), R-E (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 at the southwest corner of West Regena Avenue and North Hualapai Way. The annexation parcel is owned by the United States of America. The annexation process has now been completed in accordance with the NRS and the final date of annexation (March 25, 2016) is set by this ordinance.

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

BACKUP DOCUMENTATION:
Bill No. 2016-13 and location map

BILL NO. 2016-13

ORDINANCE NO. _____

AN ORDINANCE TO EXTEND THE BOUNDARIES OF THE CITY, TO PARTICULARLY DESCRIBE THE LAND TO BE ANNEXED, TO MAKE ITS INHABITANTS SUBJECT TO THE LAWS, OBLIGATIONS AND BENEFITS OF THE CITY, AND TO PROVIDE FOR OTHER RELATED MATTERS. (ANX-62370)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described as generally located at the southwest corner of West Regena Avenue and North Hualapai Way.

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

SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described real property:

> The East Half (E 1/2) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 25, Township 19 South, Range 59 East, MDM, Clark County, Nevada.

SECTION 2: The City Council hereby determines that the described territory meets the requirements provided by law for annexation to the City for the following reasons:

A. The area to be annexed was contiguous to the City's boundaries at the time

the annexation proceedings were instituted;

B. More than one-eighth (1/8) of the aggregate external boundaries of the area are contiguous to the City;

C. The territory proposed to be annexed is not included within the boundaries of another incorporated city or within the boundaries of any unincorporated town as those boundaries existed as of July 1, 1983;

D. The City is eligible to annex the described territory because the landowner has filed with the City a letter of nonobjection in lieu of an annexation petition.

SECTION 3: The City will provide police protection through the Las Vegas Metropolitan Police Department, fire protection, street maintenance, and library services immediately upon annexation. Garbage collection by the company franchised by the City will also be provided immediately. The City sanitary sewer system will serve the proposed annexation area. Any connection to or extension of this sewer line to serve the annexation area shall be at the expense of the landowners. Other services, such as participation in the City's recreational programs, special education classes and programs, public works planning, building inspections, and other City services will also be available immediately. Utilities such as gas, electricity, telephone, and water are provided by private utility companies and other services to the area will not be affected by annexation. Street paving, curbs and gutters, sidewalks and street lights which are not in place at the time of annexation will be installed in the presently developed areas upon the request of the property owners and at their expense by means of special assessment districts. Such improvements will be extended into the undeveloped areas as development takes place and the need therefor arises, and will be located according to the needs of the area at that time. Such installations will also be made at the expense of the property owners, either by means of special assessment districts or as prerequisites to the approval of subdivision plats, building permits or other land use or development applications.

SECTION 4: The annexation of the described territory shall become effective on the 25th day of March, 2016, and on that date the City will have the funds appropriated in sufficient amount to finance the extension into the described territory of police protection, fire protection, street maintenance, street sweeping, and street lighting maintenance.

SECTION 5: The described territory, together with the inhabitants and property thereof, shall, from and after the 25th day of March, 2016, be subject to all debts, laws, ordinances and regulations in force in the City and shall be entitled to the same privileges and benefits as other parts of the City, and shall be subject to municipal taxes levied by the City.

SECTION 6: The City Engineer is hereby instructed to cause to be prepared an accurate map or plat of the described territory and to record the map or plat, together with a certified copy of this ordinance, in the office of the County Recorder of Clark County, Nevada, which recording shall be done prior to the 25th day of March, 2016.

SECTION 7: The described territory, which previously has been zoned R-E (County of Clark classification), is hereby classified as R-E (City of Las Vegas classification), which is deemed to be the City equivalent of the County classification.

SECTION 8: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

. . .

. . .

SECTION 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 _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-2-16
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2016, and referred to a committee for recommendation, the committee being composed of the following members _____ _____;

thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2016, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

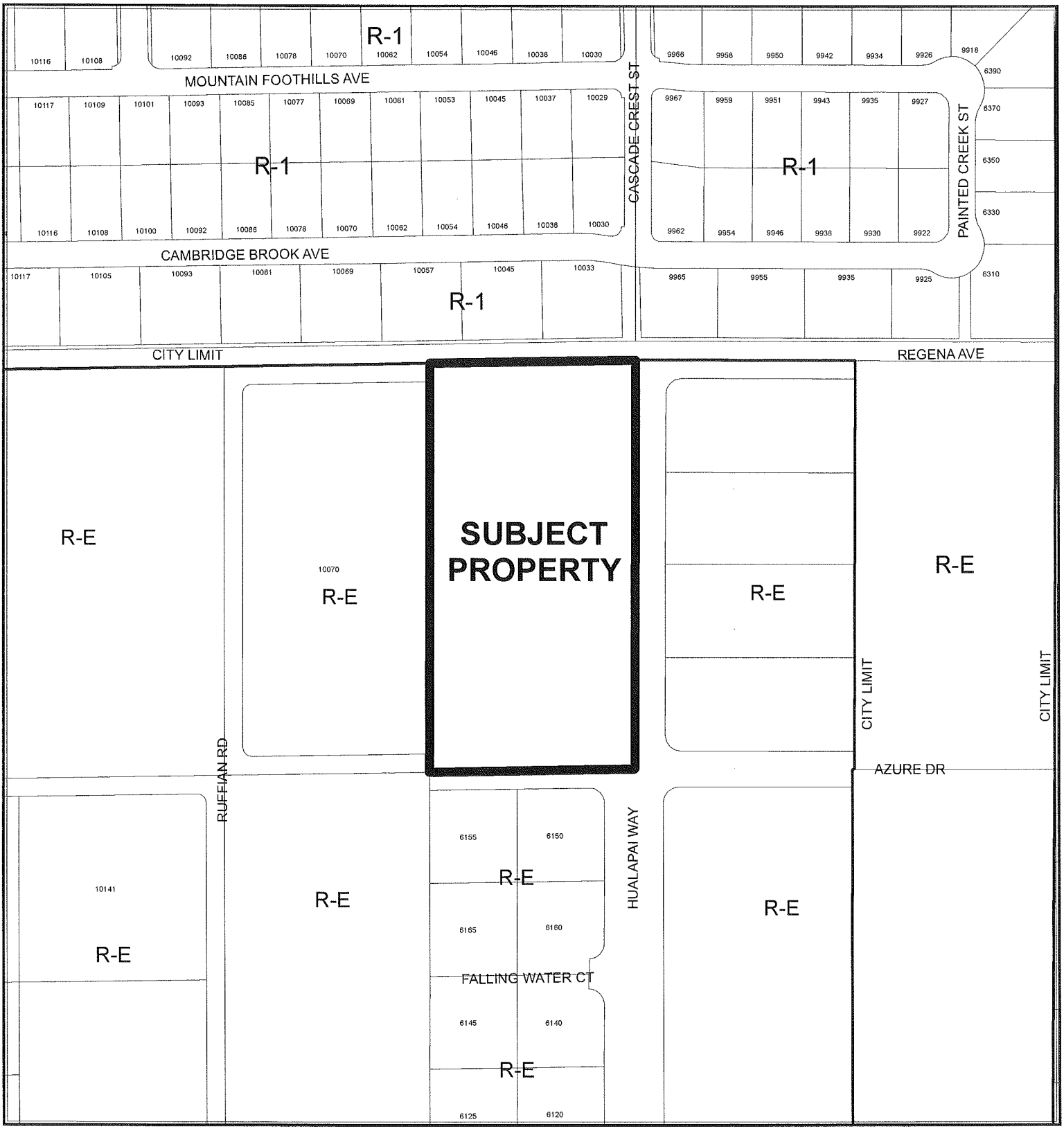
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE: **ANX-62370**

0 200 400 Feet

N

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2016-14 - Annexation No. ANX-62375 - Property location: At the southeast corner of West Centennial Parkway and North Kevin Way; Owner: United States of America; Acreage: 5.03 acres; Zoned: R-E (County zoning), R-E (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 at the southeast corner of West Centennial Parkway and North Kevin Way. The annexation parcel is owned by the United States of America. The annexation process has now been completed in accordance with the NRS and the final date of annexation (March 25, 2016) is set by this ordinance.

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

BACKUP DOCUMENTATION:
Bill No. 2016-14 and location map

BILL NO. 2016-14

ORDINANCE NO. _____

AN ORDINANCE TO EXTEND THE BOUNDARIES OF THE CITY, TO PARTICULARLY DESCRIBE THE LAND TO BE ANNEXED, TO MAKE ITS INHABITANTS SUBJECT TO THE LAWS, OBLIGATIONS AND BENEFITS OF THE CITY, AND TO PROVIDE FOR OTHER RELATED MATTERS. (ANX-62375)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described as generally located at the southeast corner of West Centennial Parkway and North Kevin Way.

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

SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described real property:

> The West Half (W 1/2) of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 29, Township 19 South, Range 60 East, MDM, Clark County, Nevada.

SECTION 2: The City Council hereby determines that the described territory meets the requirements provided by law for annexation to the City for the following reasons:

A. The area to be annexed was contiguous to the City's boundaries at the time

the annexation proceedings were instituted;

B. More than one-eighth (1/8) of the aggregate external boundaries of the area are contiguous to the City;

C. The territory proposed to be annexed is not included within the boundaries of another incorporated city or within the boundaries of any unincorporated town as those boundaries existed as of July 1, 1983;

D. The City is eligible to annex the described territory because the landowner has filed with the City a letter of nonobjection in lieu of an annexation petition.

SECTION 3: The City will provide police protection through the Las Vegas Metropolitan Police Department, fire protection, street maintenance, and library services immediately upon annexation. Garbage collection by the company franchised by the City will also be provided immediately. The City sanitary sewer system will serve the proposed annexation area. Any connection to or extension of this sewer line to serve the annexation area shall be at the expense of the landowners. Other services, such as participation in the City's recreational programs, special education classes and programs, public works planning, building inspections, and other City services will also be available immediately. Utilities such as gas, electricity, telephone, and water are provided by private utility companies and other services to the area will not be affected by annexation. Street paving, curbs and gutters, sidewalks and street lights which are not in place at the time of annexation will be installed in the presently developed areas upon the request of the property owners and at their expense by means of special assessment districts. Such improvements will be extended into the undeveloped areas as development takes place and the need therefor arises, and will be located according to the needs of the area at that time. Such installations will also be made at the expense of the property owners, either by means of special assessment districts or as prerequisites to the approval of subdivision plats, building permits or other land use or development applications.

SECTION 4: The annexation of the described territory shall become effective on the 25th day of March, 2016, and on that date the City will have the funds appropriated in sufficient amount to finance the extension into the described territory of police protection, fire protection, street maintenance, street sweeping, and street lighting maintenance.

SECTION 5: The described territory, together with the inhabitants and property thereof, shall, from and after the 25th day of March, 2016, be subject to all debts, laws, ordinances and regulations in force in the City and shall be entitled to the same privileges and benefits as other parts of the City, and shall be subject to municipal taxes levied by the City.

SECTION 6: The City Engineer is hereby instructed to cause to be prepared an accurate map or plat of the described territory and to record the map or plat, together with a certified copy of this ordinance, in the office of the County Recorder of Clark County, Nevada, which recording shall be done prior to the 25th day of March, 2016.

SECTION 7: The described territory, which previously has been zoned R-E (County of Clark classification), is hereby classified as R-E (City of Las Vegas classification), which is deemed to be the City equivalent of the County classification.

SECTION 8: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

. . .

. . .

SECTION 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 _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-2-16
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2016, and referred to a committee for recommendation, the committee being composed of the following members _____ _____;

thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2016, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

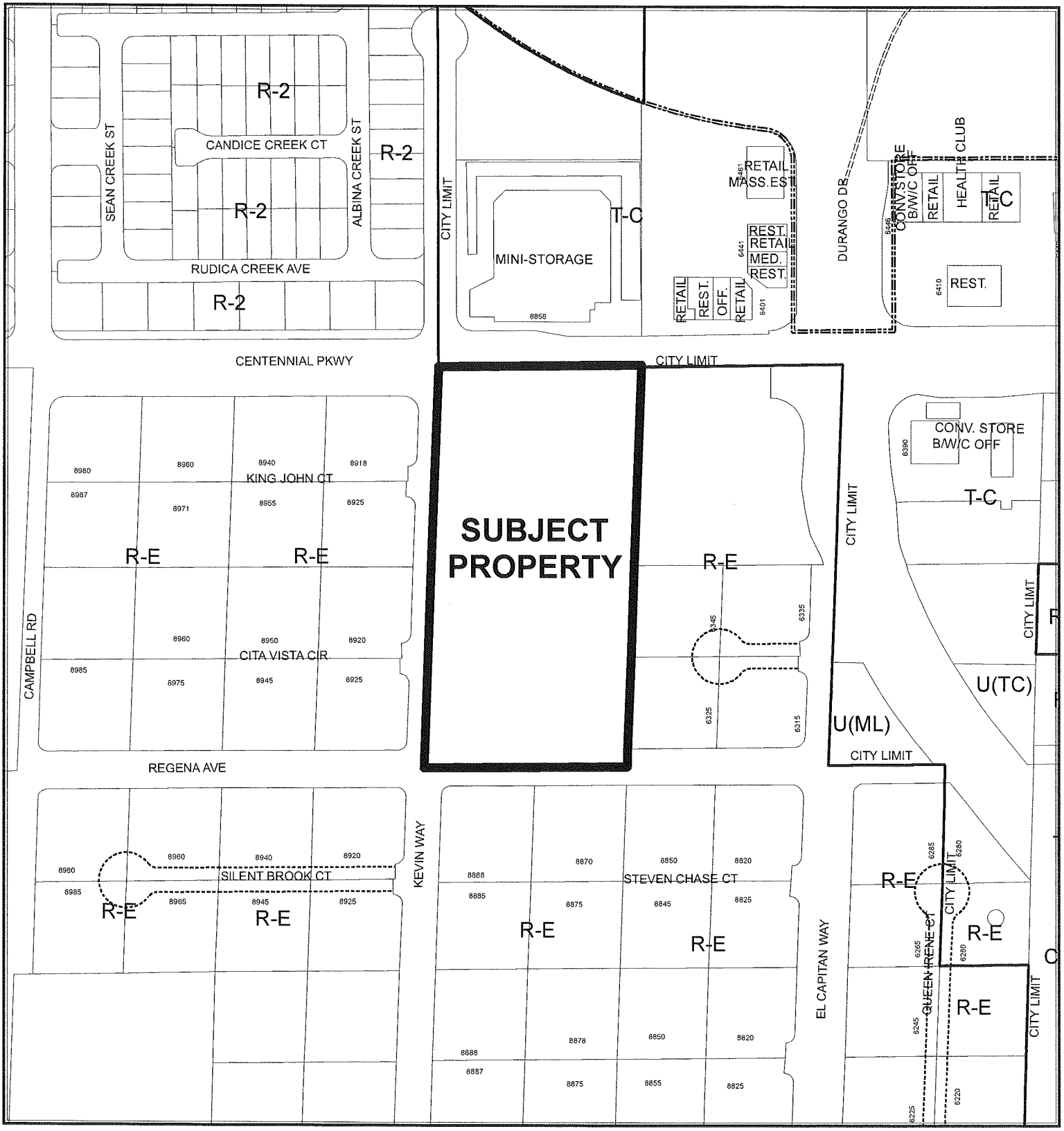
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE: ANX-62375

0 200 400 Feet

N

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2016-15 - Annexation No. ANX-62934 - Property location: west of North Grand Canyon Drive, between Solar Avenue and Elkhorn Road; Petitioned by: Kulka Land, LLC; Acreage: 5.08 acres; Zoned: R-E (County zoning), R-E (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 west of North Grand Canyon Drive, between Solar Avenue and Elkhorn Road. 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 (March 25, 2016) is set by this ordinance.

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

BACKUP DOCUMENTATION:
Bill No. 2016-15 and location map

BILL NO. 2016-15

ORDINANCE NO. _____

AN ORDINANCE TO EXTEND THE BOUNDARIES OF THE CITY, TO PARTICULARLY DESCRIBE THE LAND TO BE ANNEXED, TO MAKE ITS INHABITANTS SUBJECT TO THE LAWS, OBLIGATIONS AND BENEFITS OF THE CITY, AND TO PROVIDE FOR OTHER RELATED MATTERS. (ANX-62934)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described as generally located west of North Grand Canyon Drive, between Solar Avenue and Elkhorn Road.

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

SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described real property:

> The East Half (E 1/2) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 18, Township 19 South, Range 60 East M.D.M., in the County of Clark, State of Nevada.

SECTION 2: The City Council hereby determines that the described territory meets the requirements provided by law for annexation to the City for the following reasons:

A. The area to be annexed was contiguous to the City's boundaries at the time

the annexation proceedings were instituted;

B. More than one-eighth (1/8) of the aggregate external boundaries of the area are contiguous to the City;

C. The territory proposed to be annexed is not included within the boundaries of another incorporated city or within the boundaries of any unincorporated town as those boundaries existed as of July 1, 1983;

D. The City is eligible to annex the described territory because the landowners have signed a petition constituting one hundred percent (100%) of the owners of record of individual lots or parcels of land within the annexation area.

SECTION 3: The City will provide police protection through the Las Vegas Metropolitan Police Department, fire protection, street maintenance, and library services immediately upon annexation. Garbage collection by the company franchised by the City will also be provided immediately. The City sanitary sewer system will serve the proposed annexation area. Any connection to or extension of this sewer line to serve the annexation area shall be at the expense of the landowners. Other services, such as participation in the City's recreational programs, special education classes and programs, public works planning, building inspections, and other City services will also be available immediately. Utilities such as gas, electricity, telephone, and water are provided by private utility companies and other services to the area will not be affected by annexation. Street paving, curbs and gutters, sidewalks and street lights which are not in place at the time of annexation will be installed in the presently developed areas upon the request of the property owners and at their expense by means of special assessment districts. Such improvements will be extended into the undeveloped areas as development takes place and the need therefor arises, and will be located according to the needs of the area at that time. Such installations will also be made at the expense of the property owners, either by means of special assessment districts or as prerequisites to the approval of subdivision plats, building permits or

other land use or development applications.

SECTION 4: The annexation of the described territory shall become effective on the 25th day of March, 2016, and on that date the City will have the funds appropriated in sufficient amount to finance the extension into the described territory of police protection, fire protection, street maintenance, street sweeping, and street lighting maintenance.

SECTION 5: The described territory, together with the inhabitants and property thereof, shall, from and after the 25th day of March, 2016, be subject to all debts, laws, ordinances and regulations in force in the City and shall be entitled to the same privileges and benefits as other parts of the City, and shall be subject to municipal taxes levied by the City.

SECTION 6: The City Engineer is hereby instructed to cause to be prepared an accurate map or plat of the described territory and to record the map or plat, together with a certified copy of this ordinance, in the office of the County Recorder of Clark County, Nevada, which recording shall be done prior to the 25th day of March, 2016.

SECTION 7: The described territory, which previously has been zoned R-E (County of Clark classification), is hereby classified as R-E (City of Las Vegas classification), which is deemed to be the City equivalent of the County classification.

SECTION 8: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 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 _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-2-16
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2016, and referred to a committee for recommendation, the committee being composed of the following members _____ _____;

thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2016, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

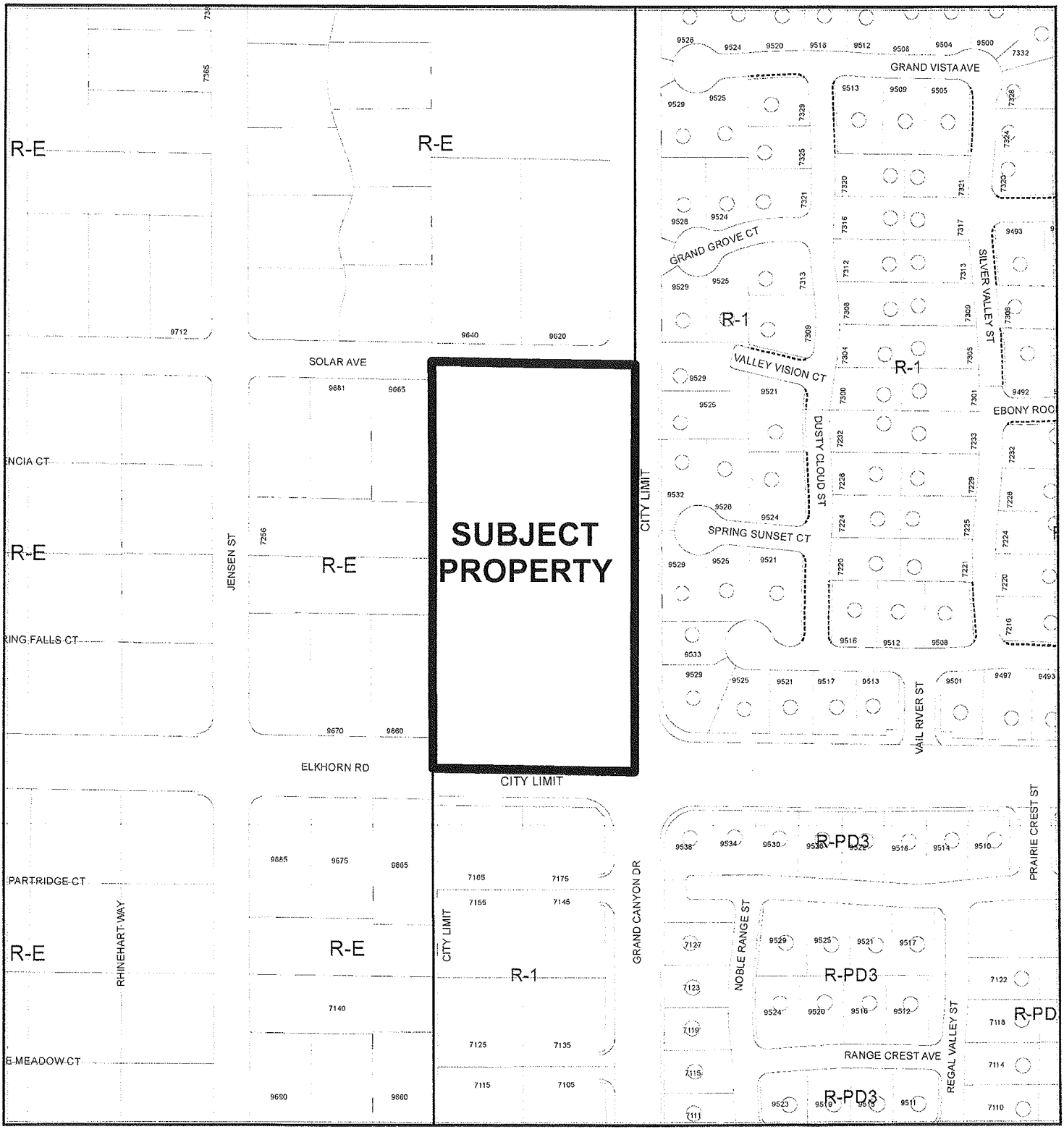
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE: **ANX-62934**

0 200 400 Feet

N

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILLS:

Bill No. 2016-16 - Changes the name of the Department of Detention and Enforcement to the Department of Public Safety. Sponsored by: Councilman Stavros S. Anthony

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will change the name of the Department of Detention and Enforcement to the Department of Public Safety. The Department believes the new name is more descriptive of the range of services the Department provides.

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

BACKUP DOCUMENTATION:
Bill No. 2016-16

BILL NO. 2016-16

ORDINANCE NO. _____

AN ORDINANCE TO CHANGE THE NAME OF THE DEPARTMENT OF DETENTION AND ENFORCEMENT TO THE DEPARTMENT OF PUBLIC SAFETY, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Stavros S. Anthony

Summary: Changes the name of the Department of Detention and Enforcement to the Department of Public Safety.

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

SECTION 1: Title 2, Chapter 9, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.09.010: Subject to the provisions of Section 2.09.020, the departments of the City shall consist of the following:

Building and Safety;

[Detention and Enforcement;]

Economic and Urban Development;

Finance;

Fire and Rescue;

Human Resources;

Information Technologies;

Operations and Maintenance;

Parks and Recreation;

Planning;

Public Safety;

Public Works; and

Youth Development and Social Innovation.

SECTION 2: Title 2, Chapter 28, Section 20, of the Municipal Code of the City of Las

Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.28.020: There is created in the Department of [Detention and Enforcement] Public Safety the Office of City Marshal.

SECTION 3: Title 2, Chapter 28, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.28.030: The Director of the Department of [Detention and Enforcement] Public Safety shall serve, ex officio, as City Marshal unless relieved of such responsibility by action of the City Manager appointing another person to the Office of City Marshal, subject to the ratification of the City Council.

SECTION 4: Title 2, Chapter 28, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.28.100: (A) The Department of [Detention and Enforcement] Public Safety shall investigate each applicant for Deputy City Marshal and City Reserve Marshal to determine whether or not the facts set forth in the application are true, and report its findings to the City Manager's Office and the City Marshal's Office.

(B) Applicants who make misrepresentations or omissions of relevant information on their applications shall be automatically disqualified for consideration as a Deputy City Marshal or a City Reserve Marshal.

SECTION 5: Title 6, Chapter 75, Section 120, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.75.120: Officers of the Department of [Detention and Enforcement] Public Safety are authorized to enforce or assist in the enforcement of this Chapter.

SECTION 6: Title 7, Chapter 4, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.04.060: "Animal Control Officer" means an employee of the Department of [Detention and Enforcement] Public Safety having the power and authority to enforce the provisions of this Title.

SECTION 7: Title 7, Chapter 4, Section 70, of the Municipal Code of the City of Las

Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.04.070: "Animal Regulation Officer" is the Director of the Department of [Detention and Enforcement] Public Safety of the City or [his] a designee.

SECTION 8: Title 7, Chapter 4, Section 110, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.08.110: The licensing functions and duties shall be performed by the Director of the Department of [Detention and Enforcement] Public Safety or [his] an authorized representative.

SECTION 9: Title 7, Chapter 14, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.14.050: (A) In order to assist the City in enforcing this Chapter, each pet shop within the City shall provide to the Department of [Detention and Enforcement] Public Safety, on a quarterly basis, a list of dogs and cats sold by the pet shop during that quarter. The list shall include the following information for each dog or cat:

(1) The name and residence address of the buyer.

(2) The address of the location where the dog or cat will reside, if not the same as the buyer's residence.

(3) The breed and approximate age.

(4) A description, including principal colors.

(B) Failure to comply with Subsection (A) of this Section shall be grounds for non-renewal of, or disciplinary action against, a business license.

SECTION 10: Title 7, Chapter 44, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.44.070: An original Notice of Infraction, or a facsimile thereof, must be filed with the Department of [Detention and Enforcement] Public Safety and retained by that Department, and is deemed to be a public record of matters which are observed pursuant to a duty which is imposed by law and is prima facie evidence of the facts which are alleged therein. An original or duplicate of the Notice of Infraction must be

served on the person responsible for the violation.

SECTION 11: Title 7, Chapter 44, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.44.080: (A) A person must respond to a Notice of Infraction in one of the following ways:

(1) "Admit" responsibility for the commission of the violation and liability for the civil penalty imposed, and pay the applicable civil penalty;

(2) Contact the Director of [Detention and Enforcement] Public Safety or an authorized designee, "admit" such responsibility and liability, and arrange a schedule for the payment of such penalty; or

(3) Request a binding hearing, as provided for in Subsections (B) to (I), inclusive, of this Section in order to dispute the propriety of the issuance of the Notice of Infraction or liability for the violation.

(B) A person may initiate a hearing pursuant to Paragraph (3) of Subsection (A) of this Section by:

(1) Contacting the Director of [Detention and Enforcement] Public Safety or a designee;

(2) Providing his/her name, current address and the Notice(s) of Infraction(s) and penalties thereon which such person wishes to subject to such hearing; and

(3) Obtaining a date for the hearing.

(C) Any person initiating such a hearing in this manner (the "defendant") shall be bound by the decision of the Hearing Officer concerning liability for the infraction(s) and responsibility for the penalties related thereto. If a defendant scheduling a hearing before the Hearing Officer fails to appear at the hearing without having first sought and obtained a continuance of the hearing, the Hearing Officer may enter a decision against the defendant for the full amount of penalties scheduled to be reviewed. In connection with the request for a hearing, the defendant must acknowledge the binding nature of the hearing and the Hearing Officer's authority in the event the defendant fails to appear at a hearing. The

acknowledgment shall be in substantially the following form:

I _____, hereby request a binding hearing before the Hearing Officer. My address is _____. I request that this hearing involve Notice(s) of Infraction(s) Number _____. I understand that the Hearing Officer is an attorney and not an elected or appointed judge.

I understand that I am bound by the decision of the Hearing Officer. I understand that if I fail to appear for the scheduled hearing before the Hearing Officer without first obtaining a continuance of such hearing, the Hearing Officer may enter a decision against me for the full amount of the penalties scheduled to be reviewed. I understand and agree that if necessary due to my lack of timely payment, the City of Las Vegas can and will use this binding decision to have a formal civil judgment entered against me in the Las Vegas Municipal Court.

I understand that if a civil judgment is obtained, the City may seek and obtain a writ of execution against me. I understand that if a writ of execution is obtained, my wages and/or bank accounts may be garnished, and liens may be put on my property.

Knowing all of the above, I still wish to request a binding hearing before the Hearing Officer on the above-described Notice(s) of Infraction(s). I hereby acknowledge the above and further acknowledge that at my request a hearing has been set for _____, 20_____ at the hour of _____ m.

_____
Defendant

(D) Any hearing conducted pursuant to this Section shall be presided over by a Hearing Officer who shall be an attorney licensed to practice law in the State of Nevada. With respect to any such hearing, a properly filed Notice of Infraction shall constitute a claim of liability and a claim for

relief and no other such claim shall be required. Prima facie proof of the violation alleged shall be established by the City providing the Hearing Officer with either a certified copy of the Notice of Infraction or the data stored in a computer or other device, as described in Subsection (C) of Section 7.44.060. No formal appearance by the City Attorney's office is required. The hearings and dispositions of all such actions shall be informal, with the Hearing Officer receiving witness statements or testimony and other evidence for the sole purpose of dispensing fair and speedy justice between the parties.

(E) The burden of proving any defense shall be upon the person raising such defense.

(F) If the Hearing Officer finds that a violation did not occur or that the defendant should not be held liable, the Hearing Officer shall enter a decision for the defendant.

(G) The defendant shall pay the total civil penalties forthwith or at such times and on such conditions as the Hearing Officer shall prescribe if it is found that the person has either failed to appear or otherwise defend against the issuance of the Notice of Infraction as agreed or that the violation was committed and no applicable defense exists.

(H) Upon reaching a decision, the Hearing Officer shall as soon as practicable thereafter, file a written decision substantially conforming to the following form:

City of Las Vegas, Clark County, Nevada, City of Las Vegas, Plaintiff v. _____, Defendant. Before, _____, Hearing Officer for the City of Las Vegas, Clark County, Nevada, decision is entered in favor of _____, (plaintiff or defendant) for $_____ (enter $0.00 if judgment is for the defendant), on the _____day of _____, 20_____. I certify that the foregoing is a correct reflection of the decision entered in the action properly brought for my consideration pursuant to LVMC Chapter 7.44.

_____
Hearing Officer

(I) The City Attorney may petition the Las Vegas Municipal Court for the entry of a civil judgment against the defendant in an amount equal to that stated in the written decision of the Hearing Officer if the City Attorney determines this action to be necessary to enforce the decision. Service of such

petition on the defendant must be made by certified mail, return receipt requested, restricted delivery, addressed to the defendant at the defendant's last known address, or in any other manner which is authorized by law. An affidavit or declaration of mailing, a signed, returned receipt, or other evidence of service shall be filed upon such service of the petition. Once a petition for civil judgment pursuant to this Subsection (I) has been filed with the Municipal Court, the assigned judge has jurisdiction to grant or deny the relief prayed for therein.

SECTION 12: Title 7, Chapter 44, Section 90, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.44.090: (A) A response to a Notice of Infraction, as provided in Section 7.44.080, must be made within thirty calendar days after the date on which the Notice of Infraction is served. If no response is received during such thirty-day period, an additional civil penalty which is equal to the amount of the original civil penalty must be assessed.

(B) After the expiration of the thirty-day response period, the Director of [Detention and Enforcement] Public Safety or an authorized designee may send a Notice of Delinquency by mail to the person to whom the Notice of Infraction was issued, at that person's last known address. The Notice of Delinquency must contain the date of the infraction, the amount of the initial civil penalty and the amount of any additional penalty which is associated therewith. The person to whom the Notice of Delinquency was sent shall have fifteen calendar days after the date of the Notice of Delinquency in which to respond thereto in the manner which is provided in Section 7.44.080. If no response is made to the Notice of Delinquency within such additional fifteen-day period, an additional penalty must be assessed equal to two times the original civil penalty amount, in addition to the original amount.

(C) If a person fails to respond to a Notice of Infraction or a Notice of Delinquency in accordance with this Chapter, the City is entitled to collect the amount of any fines and penalties by means of any remedy available under applicable law, including without limitation referring the matter to a collection agency.

SECTION 13: Title 9, Chapter 4, Section 80, of the Municipal Code of the City of Las

Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9.04.080: (A) In addition to and independent of any other proceeding or remedy authorized by this Chapter or by State law, if an owner or responsible party in violation of this Chapter fails or neglects to remove the public nuisance within the applicable time limit specified in Section 9.04.060 and has not filed a timely appeal pursuant to Section 9.04.070, the City may take any and all action necessary to abate the public nuisance. In addition, after the City has taken abatement action more than once concerning a particular parcel, the City may undertake preventative measures as part of its abatement action, which may include, without limitation, creating a dirt berm or installing a fence around the appropriate portions of the parcel, and installing appropriate signage, to prevent and discourage future nuisance activity.

(B) Except as otherwise provided in this Section, at least ten days' notice of the City's intent to take or cause abatement action under this Section must be provided to an owner or responsible party. Subject to compliance with the provisions of Paragraph (2) of Subsection (C) of Section 9.04.050, this notice requirement shall be deemed to have been met if a notice of violation indicates that such abatement action may be taken upon failure to remove a public nuisance within the time limit specified.

(C) A fifteen percent administrative fee shall be added to the cost of the contract price, if any, for each abatement action conducted to remove or correct a public nuisance.

(D) If, in the opinion of the City Manager, or a duly authorized representative, the condition of a property constitutes an imminent hazard, the City Manager or representative may order immediate abatement of the hazard without notice. The abatement work shall be limited to the minimum work necessary to remove the hazard. Before ordering abatement under this Section, the City Manager or representative shall first obtain the concurrence of at least one other City or public agency official. City and public agency officials that may concur with or request a designation of imminent hazard pursuant to this Section include, without limitation, the City Manager; the Las Vegas Metropolitan Police Department; the Southern Nevada Health District; and the Departments of Fire and Rescue, Public Works, Planning, [Detention and Enforcement] Public Safety, and Parks[,] and Recreation. [and Neighborhood Services.] The City shall pay the initial cost and expense of any emergency abatement from any appropriation made

available for that purpose. Any costs and expenses incurred, and any fees imposed, in connection with the removal of an imminent hazard may be assessed against the property or the owner in accordance with the procedure described in Section 9.04.100.

(E) A report of abatement proceedings taken pursuant to this Section, and a separate account of the abatement costs on each parcel, shall be filed with the City Clerk.

SECTION 14: Title 10, Chapter 78, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

10.78.040: (A) The following are authorized to remove or cause to be removed, to a designated garage or storage area, any motor vehicle which is being displayed in violation of this Chapter if the vehicle has not been removed, or compliance with this Chapter achieved, within twenty-four hours after a written notice to remove is attached to the vehicle:

(1) Officers of the Las Vegas Metropolitan Police Department;

(2) Officers of the Department of [Detention and Enforcement] Public Safety;

(3) Parking enforcement officers assigned to the Department of Economic and Urban Development; and

(4) Employees of the Department of Building and Safety who are assigned responsibility for code enforcement.

(B) The costs of vehicle removal and storage pursuant to Subsection (A) shall be borne by the owner or operator of the vehicle.

SECTION 15: Title 10, Chapter 78, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

10.78.050: (A) In the case of a criminal prosecution for a violation of Section 10.78.020, any person who is convicted of a violation thereof shall be punished by a fine of not less than two hundred fifty dollars nor more than one thousand dollars or by imprisonment for a term of not more than six months, or by any combination of such fine or punishment.

(B) In the case of a civil proceeding for a violation of Section 10.78.020, any person in

violation thereof shall be deemed to have committed a civil infraction, for which the registered owner and the operator of the vehicle shall be liable. Such civil infraction shall be in the amount of one hundred dollars and shall be subject to the rules and procedures contained in LVMC Chapter 11.10. Members of the Las Vegas Metropolitan Police Department and the Department of [Detention and Enforcement] Public Safety are authorized to immobilize a motor vehicle displayed in violation of this Chapter through the use of a motor vehicle immobilizer, sometimes referred to as a "French boot" or "Denver boot," if such motor vehicle does not have current license plates and its vehicle identification number is not plainly visible from outside such motor vehicle. A fee of fifty dollars shall be recovered from the owner or operator of a motor vehicle prior to the removal of such motor vehicle immobilizer.

SECTION 16: Title 11, Chapter 4, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.04.070: The Sheriff of the Metropolitan Police Department and the Director of the Department of [Detention and Enforcement] Public Safety, by and with the approval of the City Traffic Engineer, are empowered to make regulations necessary to make effective the provisions of the City relating to traffic control, and to make and enforce temporary or experimental regulations to cover emergencies or special conditions. No such temporary or experimental regulation shall remain in effect for more than one hundred eighty days.

SECTION 17: Title 11, Chapter 10, Section 200, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.10.200: (A) The Las Vegas Metropolitan Police Department, the Department of [Detention and Enforcement] Public Safety, and the Parking Services Division of the Department of Economic and Urban Development are authorized to remove a vehicle to the nearest garage or other place that has been designated for vehicle storage by the City, under the circumstances which are hereinafter enumerated:

(1) When any vehicle is left unattended upon any highway, bridge, viaduct or causeway, or in any tube or tunnel, if such vehicle constitutes an obstruction to traffic;

(2) When a vehicle upon a street or highway is so disabled as to constitute an

obstruction to traffic and the person who is in charge of such vehicle is, by reason of physical injury or other reason, incapacitated to the extent that he is unable to provide for its custody or removal, or is not in the immediate vicinity of the disabled vehicle;

(3) When any vehicle is illegally parked in a parking space or location for twenty-four hours or more or is parked so illegally as to constitute a definite hazard or obstruction to the normal movement of traffic;

(4) When the person who is in charge of a vehicle is unable to provide for its custody or removal within:

(a) Twenty-four hours after abandoning such vehicle on any freeway, United States highway or other primary arterial street, or

(b) Seventy-two hours after abandoning such vehicle on any other street;

(5) When the person who is driving or in actual physical control of a vehicle is arrested for any alleged offense for which the arresting officer is required by law to take such person before a proper magistrate without unnecessary delay; or

(6) In accordance with Section 11.10.240.

(B) As used in this Section 11.10.200 to Section 11.10.280, the term "vehicle" shall include any automobile, motorcycle, truck, boat trailer, utility trailer, or any other vehicle capable of being driven or towed on any street, highway, or right-of-way.

(C) Prior to the release of any vehicle impounded pursuant to this Section, the operator, registered owner or his designee must pay the costs of such impoundment.

SECTION 18: Title 11, Chapter 24, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.24.030: Any officer of the Metropolitan Police Department, the Department of [Detention and Enforcement] Public Safety, or the unit of the Department of Economic and Urban Development assigned to parking enforcement who has reasonable grounds to believe that a vehicle has been abandoned or has

been parked in violation of LVMC 11.24.010 may affix a Notice of Infraction to the vehicle. An authorized employee of the code enforcement authority who has reasonable grounds to believe that a vehicle has been abandoned or parked on private property in violation of LVMC 11.24.020 may affix a Notice of Infraction to the vehicle. The officer or employee may also affix a warning notice advising that the vehicle is subject to tow because it is in violation, and may mark one or more tires of the vehicle to indicate the current date. Subject to the provisions of NRS Chapters 484B and 487, any such officer or employee is authorized to immediately remove or have such vehicle removed from any street, highway, public thoroughfare, public or private property, for the purpose of storage or disposition, to any garage within the City as designated by the officer or employee if the vehicle:

(A) Has not been removed within seventy-two hours after the warning notice is affixed.

(B) Has been parked for more than twenty-four hours while in violation of a parking prohibition, restriction or time limitation.

(C) Is parked at a location or in a manner so as to constitute a traffic hazard or an obstruction to the normal movement of traffic or pedestrians.

(D) Is parked within a fire lane, whether on public or private property, which has been designated and posted as such pursuant to the City's Fire Code.

(E) Is parked within fifteen feet of a fire hydrant located on either public or private property, whether or not:

(1) A sign has been posted to indicate "No Parking"; or

(2) The adjacent curb or road surface has been painted red.

(F) Has obviously been abandoned upon a street, highway, public thoroughfare or on public property.

(G) Has been abandoned or parked in violation of LVMC 11.24.020, and has not been removed within seventy-two hours after a warning notice has been affixed.

(H) Is parked upon a street, highway, public thoroughfare or public property and is so

disabled or in such a state of disrepair that its normal operation is impossible or impractical.

(I) Is parked upon a street, highway, public thoroughfare or public property and:

(1) Concerning which there is no valid current registration from the Nevada Department of Motor Vehicles or another state or nation; or

(2) Does not display thereon a valid current license plate, temporary placard, or moving permit issued for that vehicle by the Nevada Department of Motor Vehicles or by another state or nation;

(J) Is parked on private property to which the public has access and has been damaged or is in such a state of disrepair as to constitute an imminent hazard to the public.

SECTION 19: Title 11, Chapter 52, Section 335, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.52.335: (A) When hours of closure have been established for a park and signs have been posted therein specifying the hours of closure, no person shall park a motor vehicle in the park, on a parking lot therein, or in any publicly maintained parking lot immediately adjacent thereto during the hours of closure.

(B) No person shall park a motor vehicle on any surface area of a park except those portions which are either paved or, if unpaved, are specifically designated for the parking of vehicles.

(C) The prohibitions contained in Subsections (A) and (B) of this Section do not apply to the parking of a vehicle in connection with a duly authorized park improvement or maintenance activity, or to parking which is specifically authorized by the City's Department of Parks[,] and Recreation [and Neighborhood Services] or the Department of [Detention and Enforcement] Public Safety.

SECTION 20: Title 12, Chapter 2, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

12.02.010: As used in this Chapter:

"Administrative services official" means the person within the City organization who is assigned to oversee the Office of Administrative Services or its successor in relation to special event permits.

"Approval authority," in the case of any particular event, means the person or entity that, by virtue

of LVMC 12.02.100, is given the authority and responsibility for approving that type of event.

"Director of Public Works" means the Director of Public Works or a designee.

"Health District" means the Southern Nevada Health District.

"Metro" means the Las Vegas Metropolitan Police Department.

"Permittee" means the person to whom a special event permit has been issued pursuant to this Chapter.

"Public right-of-way" includes a public street, public alley, public walkway, or any combination thereof.

"Residential block party" means an activity within a residential community that is proposed or likely to:

(A) Occupy a public right-of-way or portion thereof; and

(B) Require barricading of some or all of that right-of-way in order to protect the persons participating in the activity.

"Security person" or "security personnel" refers to police officers, licensed private security officers, or other persons who are not licensed as security officers but whose presence is designed to provide security for an event.

"Security review authorities" means the administrative services official (or a designee) and the Chief of [Detention and Enforcement] Public Safety (or a designee).

"Special event" means a temporary event or activity:

(A) At which one hundred or more persons are expected to attend;

(B) Whose location would not normally permit such activity to take place by means of applicable licensing regulations, zoning regulations, or other use-related regulations applicable to the location; and

(C) Which involves any one or more of the following:

(1) The use of temporary structures;

(2) The use of temporary electrical power and distribution;

(3) The consumption of alcohol;

(4) The presence of vendors; or

(5) The creation of an impact upon any public right-of-way.

For informational purposes, the term includes Tier 1 special events, Tier 2 special events and Tier 3 special events. In addition to the types of events and activities listed above, the term also includes a residential block party and any other proposed event or activity that the administrative services official, upon becoming aware of the proposal, determines should be classified as a special event because of its likely impact. The term does not include a motorized racing event as defined in LVMC 11.57.010 or an event that will take place in a City park and be subject to LVMC Chapter 13.36. In addition, the term does not include an event that is not open to the public and attendance at which is limited to invitees listed on a predefined attendance roster.

"Special event producer" means the person responsible for producing, promoting or organizing a special event, whether the person is licensed as a professional promoter under NRS Chapter 6.78 or otherwise.

"Special event vendor" means any person who sells, offers for sale or solicits orders for the sale of goods or services at a special event but who does not require a privileged license or a license subject to suitability approval or background investigation under LVMC Title 6.

"Tier 1 special event" means a special event, other than a residential block party or a Tier 2 special event, at which fewer than three hundred persons are expected to attend.

"Tier 2 special event" means a special event, other than a residential block party, at which fewer than ten thousand persons are expected to attend and which involves one or more of the following:

(A) The use of, or an impact upon, public right-of-way.

(B) Any temporary structure, including any stage, bleachers, tent, fencing or canopy.

(C) The use of temporary electrical power and distribution.

(D) Sound amplification.

"Tier 3 special event" means a special event, other than a residential block party, at which ten

thousand persons or more are expected to attend and which involves one or more of the following:

(A) The use of, or an impact upon, public right-of-way.

(B) Any temporary structure, including any stage, bleachers, tent, fencing or canopy.

(C) The use of temporary electrical power and distribution.

(D) Sound amplification.

SECTION 21: Title 13, Chapter 4, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

13.04.070: (A) It is unlawful for any person to sell or to display for the purpose of sale any motor vehicle or merchandise on or within any unimproved portion of a public right-of-way. For purposes of this Section, "merchandise" means goods or wares, including, but not limited to, produce, nursery stock, ceramics and other similar items. A violation of this Subsection (A) may be enforced either by means of a criminal proceeding or as a civil violation under LVMC Chapter 11.10.

(B) Members of the Las Vegas Metropolitan Police Department and designated officers of the Department of [Detention and Enforcement] Public Safety and the Department of Economic and Urban Development are authorized to remove or cause to be removed, to a designated garage or storage area, any motor vehicle which is being displayed in violation of this Section if the vehicle has not been removed within seventy-two hours after a written notice to remove is attached to the vehicle. The costs of removal and storage shall be borne by the owner or operator of the vehicle.

(C) Nothing in this Section shall be deemed to authorize any sale or display on any improved portion of a public right-of-way except that which is otherwise expressly permitted by this Code.

SECTION 22: Title 13, Chapter 36, Section 90, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

13.36.090: (A) The Director may deny or condition the issuance of any permit applied for pursuant to LVMC 13.36.080 in order to:

(1) Protect the use and enjoyment of the park or facility for other members of the public;

(2) Protect the health and safety of all persons who visit the park or facility;

(3) Ensure that there is adequate parking and sanitary facilities to accommodate all persons who use the park or facility;

(4) Protect the grounds, equipment, vegetation, buildings, fences and other amenities of the park or facility from damage, overuse or destruction;

(5) Provide that the park or facility and the surrounding area is kept clean and free from debris;

(6) Ensure that the group use does not disturb persons who occupy land which is nearby such park or facility.

(B) The Director may deny a permit if an application is incomplete or contains inaccurate or misleading information.

(C) In connection with the approval of a permit, the Director may require the applicant to:

(1) Pay the additional costs that the City incurs, in excess of those that it incurs in connection with its normal maintenance of the park or facility in which the event is held, as the direct result of the event for which such permit is issued. In connection with such requirement, the City shall provide an estimate of such additional costs, which the applicant shall pay in advance of the permit being issued. The additional costs for which the permittee shall be responsible shall include without limitation the City's expenditures that are associated with the personnel and equipment that it uses in preparing for, supervising and cleaning up after such event. Any of such additional costs that exceeds the City's estimate thereof shall be enumerated in writing, and an invoice therefor will be forwarded to the permittee for payment.

(2) Provide insurance coverage for the event in accordance with LVMC 13.36 100. Such insurance may be required whenever the risks associated with the event indicate that insurance coverage should be required, including without limitation the following types of events:

(a) An event at which at least two hundred fifty persons are expected

to attend;

(b) An event open to the general public;

(c) An event where admission is charged;

(d) An event where alcoholic beverages are sold;

(e) An event at which goods or services are sold or other types of commercial activity takes place; or

(f) An event at which any potentially hazardous activity takes place, such as weapons, fireworks, mechanical rides, tents, bleachers, scaffolding or staging.

(D) Any person who is aggrieved by the failure to issue such a permit or by a condition which is placed upon such a permit may appeal the same to the City Manager or a designee by written request filed with the Director. The Director shall forthwith provide a copy of the written appeal to the City Manager or designee, who shall provide written notice of the decision to sustain or deny the appeal within ten days after receipt of the written appeal.

(E) The following may revoke or condition a permit for good cause, including without limitation that the activity or event authorized by the permit is being conducted in violation of this Chapter or represents a nuisance or a threat to the public health or safety:

(1) The Director; or

(2) The Director of [Detention and Enforcement] Public Safety or a designee.

SECTION 23: Unless the context otherwise requires, any reference to the Department of Detention and Enforcement that may remain in any of the following documents after the effective date of this Ordinance shall be deemed to refer to the Department of Public Safety:

(A) The Las Vegas Municipal Code;

(B) Any City ordinance still in effect that is not codified in the Municipal Code;

(C) Any resolution or formally-adopted policy of the City; or

(D) Any document or form used by the Department of Public Safety.

SECTION 24: If any section, subsection, subdivision, paragraph, sentence, clause or

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

SECTION 25: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 26: 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 _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-16-16
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2016, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2016, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILLS:

Bill No. 2016-17 - Amends the Unified Development Code to authorize under certain circumstances the early submittal of improvement plans in relation to the final approval of required traffic or drainage studies. (TXT-63107) Proposed by: Christopher Knight, Director of Building and Safety

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will amend the Unified Development Code to authorize under certain circumstances the early submittal of improvement plans in relation to the final approval of required traffic or drainage studies. The bill establishes the procedural and substantive requirements that must be met in order for a subdivision or development to qualify for this optional process, including an acknowledgment that proceeding by means of this option will be at the risk of the subdivider or developer.

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

BACKUP DOCUMENTATION:
Bill No. 2016-17

BILL NO. 2016-17

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT CODE TO AUTHORIZE UNDER CERTAIN CIRCUMSTANCES THE EARLY SUBMITTAL OF IMPROVEMENT PLANS IN RELATION TO THE FINAL APPROVAL OF REQUIRED TRAFFIC OR DRAINAGE STUDIES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Christopher Knight, Director of Building and Safety

Summary: Amends the Unified Development Code to authorize under certain circumstances the early submittal of improvement plans in relation to the final approval of required traffic or drainage studies.

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

SECTION 1: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Section 2 and 3 of this Ordinance. The amendments are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 2: Title 19, Chapter 16, Section 60, Subsection (A), is hereby amended to read as follows:

A. Purpose of Provisions

The provisions of this Section set forth the administrative and procedural requirements for the subdivision of land by a final map. The final map process requires review and action by the Director, the Director of Public Works, and, in some cases, the Planning Commission. In addition, the provisions of Subsection (H) of this Section relative to traffic and drainage studies are applicable to non-subdivision development as well.

SECTION 3: Title 19, Chapter 16, Section 60, Subsection (H), is hereby amended to read as follows:

H. Traffic Studies or Drainage Studies – Submission and Approval Required

1. [For any subdivision concerning which traffic studies or drainage studies have been required in

connection with zoning or other development approval, those studies must have been] Except as otherwise provided in Paragraphs (2) through (4) below, traffic studies or drainage studies that have been required in connection with zoning or other development approval regarding a subdivision must be submitted and approved before the subdivider submits improvement plans pursuant to this Section. The Department of Public Works may require the traffic and drainage studies be submitted in an electronic format. The improvement plans must take into account and be based upon those approved studies.

2. Notwithstanding the requirements of Paragraph (1) above, the Director of Public Works or designee may authorize the submittal of improvement plans prior to the final approval of a traffic study or drainage study for the site if the subdivider demonstrates to the satisfaction of the Director of Public Works or designee that such a submittal is warranted. Such an early submittal (hereafter "at-risk submittal") is entirely at the risk of the subdivider and is subject to the limitations and conditions set forth in Paragraphs (3) and (4) below.

3. The real property that is the subject of an at-risk submittal:

a. Must not be located within the HS-O (Hillside Development Overlay) District or within a Special Flood Hazard Area;

b. Must not exceed twenty gross acres.

c. Must have received tentative map approval or site development plan approval, if required by this Title.

4. With respect to any at-risk submittal, the subdivider must submit to the Director of Public Works or designee a signed and notarized written statement acknowledging that the subdivider:

a. Is solely responsible for any costs associated with design changes that occur during the plan review as a result of the drainage study or traffic study approval.

b. Is solely responsible for any costs associated with additional plan check fees that accrue as a result of the drainage study or traffic study approval.

c. Understands and agrees that a permit will not be issued until all conditions of the drainage study and traffic study are met and all permit fees paid.

d. Is subject to additional plan check fees for each review beyond the initial submittal if such submittals are the result of design changes needed in order to conform to the approved traffic study or drainage study. Such fees are assessable at one hundred sixty dollars per hour for each City department that is required or requested to review the plans.

5. The provisions of this Subsection (H) shall also apply to non-subdivision development and development approvals. In such cases, references to "subdivision" and "subdivider" shall include "non-subdivision development" and "developer," respectively.

SECTION 3: For purposes of Section 2.100(3) of the City Charter, Section 19.16.060 is deemed to be a subchapter rather than a section.

SECTION 4: The Department of Planning is authorized to incorporate into the Unified Development Code the amendments contained in this Ordinance, including adjustments to the table of contents and other non-substantive editorial adjustments as deemed necessary or appropriate.

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

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SECTION 6: 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 _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-16-16
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2016, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2016, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILLS:

Bill No. 2016-18 - Revises various requirements and limitations pertaining to medical marijuana establishments. Sponsored by: Councilman Bob Coffin

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will revise various requirements and limitations pertaining to medical marijuana establishments. Among other things, the bill will reduce or relax requirements pertaining to the posting of bonds, excess liability coverage, advertising, and the display of paraphernalia.

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

BACKUP DOCUMENTATION:
Bill No. 2016-18

BILL NO. 2016-18

ORDINANCE NO. _____

AN ORDINANCE TO REVISE VARIOUS REQUIREMENTS AND LIMITATIONS PERTAINING TO MEDICAL MARIJUANA ESTABLISHMENTS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Bob Coffin

Summary: Revises various requirements and limitations pertaining to medical marijuana establishments.

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

SECTION 1: Title 6, Chapter 95, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.030: (A) It shall be unlawful for any person to operate any marijuana establishment in the City without a valid registration certificate duly issued by the State regulating authority, and a license issued pursuant to this Chapter and operating in compliance with any and all applicable state laws and the Las Vegas Municipal Code.

(B) Except as otherwise permitted by NRS 453A.352(5), [It] it shall be unlawful for any person to provide marijuana, edible marijuana products or marijuana infused products to a medical marijuana establishment within the City without a registration certification duly issued by the State regulating authority and a license issued by the City.

(C) Except for sales pursuant to NRS 453A.352(5), it shall be unlawful for any licensed medical marijuana establishment located within the City to accept for sale any marijuana, edible marijuana products or any marijuana infused products from any person who has not obtained a registration certificate from the State regulating authority, or who is not duly licensed under this Chapter for the provision of such products.

(D) It shall be unlawful for a person to engage in any form of business or commerce involving the cultivation, processing, manufacturing, storage, sale, distribution, transportation or consumption of marijuana other than those forms of businesses and commerce that are expressly

contemplated by NRS 453A and any administrative rules duly adopted by the State regulating authority.

(E) It shall be unlawful for any person to sell medical marijuana at a licensed medical marijuana dispensary at any time other than between the hours of 6:00 a.m. and 10:00 p.m. daily.

(F) It shall be unlawful for any medical marijuana dispensary to sell medical marijuana without complying with State requirements concerning use of the electronic verification system maintained by the State regulating authority, including authenticating the validity of the medical marijuana registry identification card with the State electronic verification system.

SECTION 2: Title 6, Chapter 95, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.060: A separate application must be submitted for each license for a medical marijuana establishment. The application for each medical marijuana compliance permit must include:

(A) A complete application per LVMC Chapter 6.06 for the applicant and each person with an ownership interest in the proposed medical marijuana establishment.

(B) A detailed personal and business financial history per LVMC 6.06.030(B) for each person with an ownership interest in the proposed medical marijuana establishment.

(C) A one-time, nonrefundable permit application fee of five thousand dollars.

(D) A complete special use permit application, all applicable fees pursuant to LVMC Chapters 19.12 and 19.16, and all required accompanying documents.

(E) A medical marijuana compliance permit application on forms prescribed by the Director.

(F) A complete description of the products and services to be produced or sold by the medical marijuana establishment.

(G) A complete and accurate copy of the application and all accompanying documents to be filed pursuant to NRS 453A.322 including, but not limited to:

(1) All proposals for operations, business plans, attestations, financial documentation, and required tax reports;

(2) All documents detailing proposed organizational structure, all narratives, and resumes;

(3) All documentation required concerning the adequacy of the proposed building and construction plans with supporting details in the form specified by the City Building Official and the payment of all required review and inspection fees;

(4) All testing, transportation, policy and operations manuals, financial plan, and an environmental plan.

(H) A security plan, including a depiction of the location and configuration of security cameras, indicating how the applicant intends to comply with the requirements related to monitoring and securing the licensed premises as required by this Chapter.

(I) An accounting plan that includes how sales and inventory will be tracked on a daily, weekly, and monthly basis, and how this information will be stored and safeguarded.

(J) A sign and advertising plan, including all proposed interior signage.

(K) A copy of all contracts, proposed contracts for consulting, management, renting or leasing the premises for the proposed medical marijuana establishment, including written documentation stating that the property owner of the proposed location for the establishment is fully aware of the property's intended use or a copy of the deed to such property showing ownership vested in the applicant[;].

(L) A written statement acknowledging that the applicant understands applicable federal laws, any guidance or directives issued by the U.S. Department of Justice, the laws of the State of Nevada and the laws and regulations of the City applicable thereto concerning the operation of a medical marijuana establishment. The written statement shall also acknowledge that any violation of any laws or regulations of the State of Nevada or of the City, or any activity in violation of any guidance or directives issued by the U.S. Department of Justice, in such place of business, or in connection therewith, or the commencement of any legal proceeding relating to such medical marijuana establishment by federal authorities, may render the permit and such license subject to immediate suspension or revocation.

(M) A written statement to the Director that the applicant will hold harmless, indemnify, and defend the City against all claims and litigation arising from the issuance of a permit and/or license, including any claims and litigation arising from the establishment, operation, or ownership of the medical marijuana establishment, and that a bond to secure such obligation in [the amount of two hundred fifty thousand dollars] an amount required pursuant to LVMC 6.95.090 will be provided prior to the issuance of any license.

(N) An acknowledgement that the applicant is seeking a privilege under LVMC Chapter 6.06 and understands that each person with an ownership interest must be found suitable to hold such license by the City Council prior to the issuance of any license; that the applicant understands and acknowledges that the burden of proving qualifications to receive such a permit or license is at all times on the applicant; that the granting of a medical marijuana compliance permit and/or license is at the discretion of the City Council; and that the applicant agrees to abide by the decision.

SECTION 3: Title 6, Chapter 95, Section 90, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.090: (A) Following action by the State regulating authority issuing a provisional medical marijuana establishment registration certificate, the City Council shall evaluate whether to grant any proposed medical marijuana establishment that received a medical marijuana compliance permit a medical marijuana business license.

(B) The City Council may issue licenses for the following types of medical marijuana establishments:

(1) Medical Marijuana Dispensary. A medical marijuana dispensary license allows the licensee to acquire, possess, supply and sell or dispense usable marijuana, edible marijuana products, marijuana infused products, and marijuana paraphernalia exclusively to State regulating authority-designated medical marijuana registry card holders.

(2) Cultivation Facility. A cultivation facility license allows the licensee to acquire, possess, cultivate, package, label, deliver, transfer, transport, supply and sell wholesale marijuana

and related supplies to a medical marijuana dispensary, medical marijuana production facility, or to other cultivation facilities only.

(3) Independent Testing Laboratory. An independent testing laboratory license allows the licensee to independently test marijuana, edible marijuana products and marijuana-infused products that are to be sold at medical marijuana establishments operating in accordance with the requirements of NRS 453A.

(4) Medical Marijuana Production Facility. A medical marijuana production facility license allows the licensee to acquire, process, manufacture, deliver, transfer, transport, package, and label usable marijuana and marijuana-infused products for sale at wholesale to marijuana dispensaries only.

(C) A medical marijuana establishment license applicant may not exercise any of the privileges of a medical marijuana establishment license until the City Council approves the license and suitability of each person with an ownership interest in the medical marijuana establishment, and final pre-operational inspections have been conducted and all applicable inspection and license fees are paid.

(D) Prior to issuance of a license, the licensee must designate one principal, all key employees and all management personnel to demonstrate competence in local regulations as evidenced by a written demonstration administered by the Director.

(E) Licenses shall expire two years from the date of issuance and a licensee must apply for biennial review pursuant to LVMC 6.95.170.

(F) A medical marijuana establishment licensee shall provide and maintain at all times and at its own expense a certificate of insurance at amounts and terms approved by the [City Attorney] Director prior to issuance or renewal of a license. Any failure to maintain insurance or provide proof of insurance is grounds for the Director to suspend the license.

(1) [The minimum amount which may be required by the City Attorney shall be one million dollars per occurrence, two million dollars general aggregate for bodily injury and property damage arising out of licensed activities and one million dollar products and completed operations

aggregate, commercial automobile coverage in a minimum of one million dollars and excess liability in a minimum of three million dollars.] As determined appropriate by the Director, the minimum coverage amounts which may be required shall be as follows:

(a) Production/Cultivation Facilities: Liability coverage for products and completed operations (one million dollars per occurrence, two million dollars aggregate); commercial automobile coverage (one million dollars per occurrence); and excess liability coverage (one million dollars).

(b) Dispensaries: General liability (one million dollars per occurrence, with two million dollars aggregate, for bodily injury and property damage arising out of licensed activities); liability coverage for products and completed operations (one million dollars per occurrence, with two million dollars aggregate); professional liability coverage (one million dollars per occurrence); and excess liability coverage (one million dollars).

(c) Independent testing laboratories: Professional liability coverage (one million dollars per occurrence), and excess liability coverage (one million dollars).

(2) [Additional insured: The City shall be named as an additional insured on all general liability, umbrella, and excess insurance policies as City, its elected officials, officers, agents, employees and volunteers are included as additional insured.] All required general liability and excess liability policies shall name the City and its elected officials, officers, agents, employees and volunteers as additional insureds. All policies shall be primary over any other valid and collectible insurance.

(G) Prior to issuance or renewal of a license, medical marijuana establishment licensees shall provide a surety bond as set forth in this section. The bond must be at the licensee's own expense and remain in force throughout the term of the license. The bond must cover licensee's obligation, for itself and its agents, employees, subcontractors, and the agents and employees of any subcontractors, to indemnify, defend, and hold harmless the City, and any of its elected or appointed officers, agents, or employees, from any and all claims, demands, actions, damages, decrees, judgments, attorney fees, costs, and expenses which the City, or such elected or appointed officers or employees, may suffer, or which may

be recovered from, or obtainable against the City, or such elected or appointed officers or employees, as a result of, by reason of, or arising out of the use of the license, or the exercise by the licensee of any or all of the rights, privileges, permission, and authority conferred herein, or as a result of any alleged act or omission on the part of the licensee in performing or failing to perform any of its obligations. Such surety bond shall be in the amount of two hundred fifty thousand dollars[.], or such lesser amount as the City may deem appropriate in particular cases.

(H) [Prior to the issuance or renewal of a license, medical marijuana establishment licensees shall file, and must maintain, a bond from a surety company qualified and authorized to do surety business in the State of Nevada in the penal sum of fifty thousand dollars. Such bond must be conditioned to be paid to the City for all license fees and penalties owing against such license.

(I)] Upon approval by the City Council of a medical marijuana compliance permit and the issuance of a provisional medical marijuana registration certificate by the State regulating authority, the Director shall process a license application pursuant to LVMC Chapter 6.06. The Director shall not issue a temporary license for a medical marijuana establishment.

SECTION 4: Title 6, Chapter 95, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.100: (A) A medical marijuana cultivation facility, an independent testing laboratory or a medical marijuana production facility which has obtained a business license in a jurisdiction within Nevada other than the City may apply to the Director for a license to provide testing, medical marijuana, edible marijuana products and/or marijuana infused products, if an adequate supply does not exist, to licensed medical marijuana establishments within the City. Except as otherwise provided in Subsection (B), [All] all applications for such licenses will be processed pursuant to LVMC Chapter 6.06 and shall be required to pay all license fees applicable to medical marijuana establishments located within the City. [Medical marijuana establishments located outside of the City shall not be required to comply with the permit process set forth in LVMC 6.95.040.]

(B) A medical marijuana establishment referred to in the first sentence of Subsection

(A) shall not be required to:

(1) Comply with the permit process set forth in LVMC 6.95.040; or

(2) Post the surety bond required by LVMC 6.95.090.

SECTION 5: Title 6, Chapter 95, Section 110, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.110: (A) Each medical marijuana establishment licensee shall operate only in compliance with all State regulations, all City regulations, and the plans, procedures and policies submitted with the permit and approved by the Director, and any restrictions imposed in connection with issuance of the license.

(B) At least one qualified person shall be on the premises of a medical marijuana dispensary at all times during the hours of operation. For purposes of the preceding sentence, a "qualified person" means a principal who has been approved for suitability pursuant to LVMC 6.06.06 or a key employee who has been approved for suitability pursuant to that Section.

(C) A medical marijuana establishment may not allow the use, smoking, ingestion or consumption of any marijuana, edible marijuana, or marijuana-infused product on the licensed premises.

(D) Any person or premises licensed as a medical marijuana establishment shall comply with all City ordinances regulating signs and advertising. All signs and advertisements must comply with all requirements of the State regulating authority.

(E) Material that is misleading, deceptive, or false, as evidenced either by the content of the advertising material or by the medium or the manner, in which the advertising is disseminated, is designed to appeal to minors or promote the use of marijuana for other than medicinal purposes is prohibited.

(F) With respect to issues regarding signs and advertising that are not governed by LVMC Title 19, each medical marijuana establishment shall conform to the approved sign and advertising plan as a condition of the license. The Director shall not recommend for approval any sign and advertising plan that:

(1) Has not been approved by the State regulating authority and does not comply with all the requirements of the State regulating authority;

(2) Promotes the use of marijuana[,] for other than medicinal purposes, or is appealing to minors;

(3) Provides advertising [visible to members of the public from any street, sidewalk, park or other public place, including advertising] utilizing any of the following media:

(a) A sign mounted on a vehicle;

(b) Any hand-held, human signage or other portable sign; or

(c) Any handbill, leaflet or flier directly handed to any person, deposited, fastened, thrown, scattered, cast, or placed in a public place, left upon a motor vehicle, or any handbill, leaflet or flier posted upon any public or private property without the consent of the property owner;

(4) Provides advertising in the form of signage that is located:

(a) Within one thousand feet of the property line of a church/house of worship, public or private school that provides formal education traditionally associated with preschool or kindergarten through grade twelve, care facility for children, teen dance center, park or playground, as measured from a point on the ground directly beneath the center of the sign structure;

(b) On or in a public transit vehicle or public transit shelter; or

(c) On or in a publicly owned or operated property.

[(4)] (5) Provides advertising by means of any video, print, online media, newspaper, magazine, other periodical of general circulation, radio or broadcast medium which is generally or specifically marketed to minors.

The limitations set forth in Paragraph (4) of this Subsection (F) do not apply to any advertising sign that is intended to identify the location of a medical marijuana establishment and that is located on the same parcel as the establishment.

(G) The presence of minors on the premises of a medical marijuana establishment is

prohibited unless the minor is a qualified patient on the premises of a dispensary and is accompanied by his or her parent or legal guardian. No licensee shall cause, permit or allow, either by act or by failure to act, the violation of this subsection.

(H) Medical marijuana, edible marijuana products and/or marijuana infused products may only be transported in accordance with the requirements of this Chapter, and only by a licensed medical marijuana establishment. No other person shall transport medical marijuana, edible marijuana products and/or marijuana infused products on behalf of a licensed medical marijuana establishment. Transportation must meet all requirements of the State regulating authority. Product must be placed in unmarked, non-transparent transportation containers.

(1) All required transportation logs must be in the vehicle and made available to law enforcement at any time the log is inspected. Upon being stopped by a law enforcement officer within the City, each driver must identify to the officer that the product contained within the vehicle is medical marijuana, edible marijuana products or marijuana-infused products, as the case may be, from a licensed medical marijuana establishment and must present a state agent registration card, the route the vehicle was authorized to travel and the actual travel log for inspection.

(I) Each licensee is responsible to obtain a biennial building inspection from the Building Official prior to renewal of any license.

(J) Any closure either temporary or permanent must be noticed in writing to the Director fifteen days prior to such closure, unless an emergency requires the closure of such facility which must be reported to the Director within twenty-four hours of such closure.

(K) Each licensee must meet the accounting and auditing procedures established by the Department to track and record all sales for audit purposes. The Department must have access to such records as provided for under LVMC 6.02.020.

(1) If an annual audit is required by the State regulating authority, the licensee shall submit the audit report to the City within ninety days of the completion of the audit. All reports or evaluations submitted hereunder shall be confidential and shall not be available for public inspection,

except as may be required under State or federal law.

(2) In compliance with all State and Federal privacy laws the licensee shall allow the Director or a designee unrestricted access to all financial documents, books, records, facilities, and all audio and video surveillance pertaining to the facilities. Any information obtained pursuant to this section or any statement filed by the licensee shall be deemed confidential in character and shall not be subject to public inspection or as determined by State and Federal privacy laws.

SECTION 6: Title 6, Chapter 95, Section 160, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.160: Each licensed medical marijuana dispensary shall comply with the following requirements:

(A) Prices for all products shall be prominently posted in the waiting area in a location and manner readily visible to prospective and actual clients. Prices shall not be posted on the exterior of the licensed premises.

(B) All edible marijuana products and marijuana infused products offered for sale at licensed dispensaries shall meet the requirements, restrictions and labeling of edible marijuana products and marijuana infused products in accordance with LVMC 6.95.150(B). (see Medical Marijuana Production Facility)

(C) Any dispensary that sells edible marijuana products or marijuana infused products must display a placard that states the following:

(1) Edible Marijuana and Marijuana Infused Products. There may be health risks associated with consumption of edible marijuana products or marijuana infused products.

(2) Edible products and marijuana infused products contain marijuana or active compounds of marijuana.

(3) Should not be used by women who are pregnant or breast feeding.

(4) When eaten or swallowed, the intoxicating effects of this product can be delayed two or more hours.

(5) Follow all recommended dosage and serving guidelines and

recommendations.

(6) "KEEP OUT OF REACH OF CHILDREN."

The placard shall be no smaller than eight inches tall by twelve inches wide, with font size letters no smaller than forty-eight points. The placard shall be clearly visible and readable by customers and shall be written in English.

(D) A medical marijuana dispensary is not allowed to sell gifts, novelties or participate in ancillary business sales activity within a medical marijuana dispensary with the exception of the following:

(1) Paraphernalia as defined by NRS 453A.125, the sale of which is limited to the consultation room and only to a display area [of ten square feet of gross retail] not to exceed ten percent of the gross floor space in the room.

(2) Ancillary services which are services approved in the educational plan by the State regulating authority, and which also must be approved for an ancillary license by the City.

(E) A dispensary may locate one automatic teller machine for access to patients only for the dispensing of money if the person operating the machine has been approved by the Director under LVMC 6.06.125 and the business is licensed to operate such by the City. Money and legal tender may not be stored onsite except as detailed in the approved security plan.

(F) [The following activities to promote the use of marijuana are prohibited:

(1) The giving of free samples or free product to any person, employee or customer;

(2) No employee shall be paid for services in the form of marijuana product;

(3) Reward programs, customer loyalty programs, promotional activities;

(4) No novelty merchandise may be produced or allowed to have any approved logo or business name to be used on such merchandise; and

(5) The display of any product in any manner visible to the general public from the right-of-way or outside of the facility.] The following activities are prohibited:

(1) The giving of free samples or free product to any person, employee or customer;

(2) Compensation to an employee in the form of marijuana product;

(3) The display of any product in any manner visible to the general public from the right-of-way or outside of the facility; and

(4) The use of reward programs, customer loyalty programs, or merchandise that bears a company logo or business name, unless incidental to the identification or promotion of the dispensary business.

(G) Reserved.

(H) The following activities are prohibited for all licensed medical marijuana dispensaries:

(1) Off-site transportation or sale of medical marijuana, edible marijuana products or marijuana infused products, except to another licensed medical marijuana establishment or the location of the residence of a registry card holder and only to a residential address specified on the registration card. All sales and distribution of medical marijuana, edible marijuana products or marijuana infused products by a licensed medical marijuana dispensary shall occur only upon the licensed premise, and the licensee shall be strictly prohibited from transporting or selling medical marijuana to any person at any other location.

(2) A drive-thru or walk-up window for transactions or product transfer.

(3) Except as otherwise permitted by Paragraph (1) of this Subsection (H):

(a) A dispensary shall not dispense or distribute, sell, transfer or in any other way provide marijuana, edible marijuana products or marijuana infused products other than by direct, face-to face, in-person transaction with the holder of a registry identification card or designated primary caregiver at the licensed facility; and

(b) Marijuana shall not be provided by any other means of delivery including, without limitation:

(i) Internet sales.

(ii) The transport, mail or private delivery of product.

(I) Dispensaries must inform each customer either by signage, written receipt or on product labeling that it is illegal to re-sell medical marijuana, edible marijuana products or marijuana infused products to any person.

(J) The dispensary shall provide the Director, Metro and all neighbors located within fifty feet of the premises with the name, phone number, and facsimile number of an on-site community relations staff person to whom one can provide notice if there are operating problems associated with the dispensary.

(K) No advertising, materials or postings within the waiting areas may advertise locations, devices or activities promoting the consumption of marijuana or other facilities selling or purporting to provide locations for the private or public consumption of marijuana.

(L) Medical marijuana, edible marijuana products and/or marijuana infused products shall be obtained from licensed medical marijuana establishments within Clark County if an adequate supply is available from licensed medical marijuana establishments located within Clark County.

(M) A medical marijuana dispensary must maintain an electronic verification system in accordance with the requirements of the State regulating authority, which must be used to record data required by the State regulating authority and to validate each registry identification card presented and the allowed amount of medical marijuana to be dispensed.

(N) A medical marijuana dispensary's hours of operation shall be limited to between six a.m. and ten p.m.

SECTION 7: Title 6, Chapter 95, Section 170, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.95.170: (A) Every two years from the date of issuance each licensee must submit to a review of the issued license.

(B) Documentation required for the biennial review must be submitted at least sixty

days prior to the expiration of the license.

(C) Documentation for the biennial review must be provided on a form approved by the Director and accompanied by:

(1) A new license application per LVMC Chapter 6.06;

(2) A nonrefundable application renewal fee of one thousand dollars;

(3) List of all ownership or affidavit testifying that no changes have occurred;

(4) Signed affidavits from each principal attesting to the fact that there have not been any arrests or convictions of a crime in any jurisdiction and they have not had disciplinary action taken against them or an associated business where a business license is held;

(5) If changes are requested, a detailed proposal for changes to any of the plans or documents approved with the initial license or previous renewal, including the sign plan, security plan, environmental plan, operational plan, or building plans;

(6) A copy of all current and proposed contracts for consulting, management, renting or leasing;

(7) A copy of all contracts with any other medical marijuana establishments; and

(8) A statement certifying and attesting that no changes have occurred in the ownership, operations or original application with the exception of those specifically noted in the renewal application.

(D) The Director may approve the review and approve a renewal of the license based on a determination that no material changes have been made to the original application or refer the review with noted requested changes to the Council for consideration. The City Council may approve, approve with conditions, deny or take such other action as it deems appropriate. [All changes in ownership or location must be referred to the City Council as a new permit application during a posted request for medical marijuana compliance permits.]

(E) The Director may deny renewal of a license based on the failure or refusal of a

licensee to carry out the policies and procedures or comply with the plans and statements provided to the Department with the application for the license.

(F) The Director may deny renewal of a license if the establishment is not in compliance with this Chapter or has any unpaid fees.

SECTION 8: Title 6, Chapter 2, Section 250, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.250: (A) All license fees other than gaming, alcoholic beverage and annual medical marijuana license fees shall become delinquent if not received within fifteen days after the due date. If full payment is not made within fifteen days after the due date, fifteen percent of the entire license fee shall be assessed as a penalty, payable in addition to the license fee; provided, however, if the fifteenth day following the due date is a day that the principal offices of the City are not open to the public, the penalty must not be assessed if the license fee is received before midnight of the next day on which the principal offices of the City are open to the public.

(B) Except as otherwise provided in Subsection (E) with respect to ice cream truck and medical marijuana establishment licenses, all licenses for which fees and assessed penalty charges have not been paid within sixty days after the license fee due date are deemed expired and shall not be reinstated until the license fees, assessed penalty charges and a reinstatement fee of fifty dollars have been paid. A license is eligible for reinstatement only within the four-month period following its expiration.

(C) The Director may refer any delinquent license fees and assessed penalty charges to a collection agency for collection if they have not been paid within sixty days after the license fee due date. The Director may do likewise regarding any service charges and administrative fees that have been assessed pursuant to LVMC 6.02.020(B)(7) and have not been paid in a timely manner.

(D) As a condition of reinstatement of a license deemed expired pursuant to Subsection (B) of this Section, the licensee shall, in addition to payment of any outstanding license fees, penalty charges, service charges, administrative fees, and reinstatement fees, reimburse the City for any expenses it has incurred as a result of referring the licensee's delinquent license fees and assessed penalty charges to a

collection agency.

(E) The renewal and expiration of ice cream truck licenses shall be in accordance with LVMC 6.47.030(B)(4). The renewal and expiration of medical marijuana licenses shall be in accordance with LVMC 6.95.170.

SECTION 9: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 10: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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SECTION 11: 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 _____, 2016.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-16-16
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2016, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2016, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILLS:

Bill No. 2016-19 - Authorizes the issuance of City of Las Vegas, Nevada, General Obligation (Limited Tax) Performing Arts Center Refunding Bonds (Additionally Secured by Pledged Revenues) Series 2016A (Tax Exempt) for the purpose of refunding certain outstanding bonds for interest rate savings in an amount not to exceed $90,000,000. Proposed by: Venetta Appleyard, Director of Finance

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $90,000,000
Funding Source: Multi-Putpose Special Revenue Fund
Dept./Division: Finance Department

PURPOSE/BACKGROUND:
Pursuant to NRS 268.672 to 268.740, inclusive and NRS 350.500 to NRS 350.720, inclusive, the City is authorized to borrow money and to issue general obligation bonds for the purpose of defraying wholly or in part, the cost of refunding, paying and discharging outstanding bonds for interest rate savings or to effect other economies. This bill will authorize such bonds for the purposes stated. The bonds will be additionally secured by the pledged revenues of Rental Car Fees imposed by NRS 244A.860.

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

BACKUP DOCUMENTATION:
Bill No. 2016-19

Summary - An ordinance authorizing the issuance of the City of Las Vegas, Nevada, General Obligation (Limited Tax) Performing Arts Center Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2016A.

BILL NO. 2016-19

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA AUTHORIZING THE ISSUANCE OF ITS "CITY OF LAS VEGAS, NEVADA, GENERAL OBLIGATION (LIMITED TAX) PERFORMING ARTS CENTER REFUNDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES), SERIES 2016A" FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS; PROVIDING THE FORM, TERMS AND CONDITIONS OF THE BONDS, AND THE SECURITY THEREFOR, AND OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING OTHER MATTERS RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

WHEREAS, the City of Las Vegas in the County of Clark and State of Nevada (the "City," the "County" and the "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 charter; defining the boundaries thereof; and providing other matters properly relating thereto," cited as chapter 517, Statutes of Nevada, 1983, as amended (the "Charter"); and

WHEREAS, pursuant to Nevada Revised Statutes ("NRS") 277.180, NRS 244.860(4), and Subsection 1 of NRS 244A.860, as enacted by Section 3 of Section 15, Statutes of Nevada of the 20th Special Session 2003 (the "2003 Act") and amended by Section 1 of Chapter 362, Statutes of Nevada, 2005 (the "2005 Act"), the City and the County have entered into the Second Amended and Restated Interlocal Agreement Regarding the Distribution of Taxes for a Performing Arts Center dated as of April 1, 2008 (as amended, the "Interlocal Agreement"); and

WHEREAS, pursuant to the Charter, pursuant to NRS 268.672 through 268.740, inclusive (the "City Bond Law"), and pursuant to chapter 350 of NRS and all laws amendatory thereof which includes the Local Government Securities Laws, being NRS 350.500 through 350.720, and all laws amendatory thereof (the "Bond Act"), the City has previously issued its

City of Las Vegas, Nevada, General Obligation (Limited Tax) Performing Arts Center Bonds (Additionally Secured by Pledged Revenues), Series 2009 (the "2009 Bonds"); and

WHEREAS, the City Council (the "Council") has determined and does hereby declare pursuant to the Charter and NRS 268.672 through 268.740 (collectively the "Project Act") together with the Interlocal Agreement, the City pledge certain revenues comprised of the "Pledged Rental Car Fees" as such term is defined in the Interlocal Agreement (the "Pledged Revenues") to the repayment of the 2009 Bonds; and

WHEREAS, the City Council (the "Council") has determined and does hereby declare pursuant to the Charter and NRS 268.672 through 268.740 (collectively the "Project Act") together with the Interlocal Agreement, the City is authorized and empowered to pledge certain revenues comprised of the "Pledged Rental Car Fees" as such term is defined in the Interlocal Agreement (the "Pledged Revenues") to pay bonds issued to finance all or a portion of the cost of acquiring, constructing, improving, equipping, operating and maintaining building projects as described in NRS 268.676 and NRS 244A.019, including a performing arts center in the County (the "Project"); and

WHEREAS, pursuant to the Interlocal Agreement and Section 14 of the 2003 Act, the County issued its "Clark County, Nevada, Performing Arts Center Bond, Series 2009" in the principal amount of $10,000 (the "County Revenue Bond") pursuant to NRS 244A.0585, held by the trustee for the bonds authorized herein during the term of the 2009 Bonds and any other bonds or other securities issued by the City secured by or payable from the Pledged Revenues, including refunding bonds, in order to assure that the authority to impose the fee upon the lease of a passenger car by a short-term lessor in the County in the amount of not more than 2 percent of the total amount for which the passenger car was leased, excluding any taxes or other fees imposed by a governmental entity (the "Rental Car Fee") will not expire under Section 14 of the 2003 Act during the term of the 2009 Bonds and any other bonds or other securities issued by the City secured by or payable from the Pledged Revenues, including refunding bonds; and

WHEREAS, other than the 2009 Bonds and the County Revenue Bond, there are no outstanding bonds previously issued by the City or the County with liens on the Pledged Revenues; and

WHEREAS, other than the 2009 Bonds and the County Revenue Bond, neither the City nor the County has ever pledged nor in any way hypothecated the Pledged Revenues to the payment of any bonds, other than as set forth in this Ordinance, or for any other purpose; and

WHEREAS, pursuant to the City Bond Law, the Bond Act, the Interlocal Agreement and the 2003 Act, the Council hereby authorizes the issuance of the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Performing Arts Center Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2016A (the "Bonds") as general obligation bonds of the City for the purpose of defraying wholly or in part the cost of refunding, paying and discharging outstanding bonds, including all or part of the 2009 Bonds, for interest rate savings or to effect other economies (the "Project") payable from and secured by Pledged Revenues; and

WHEREAS, pursuant to the ordinance authorizing the issuance County Revenue Bond, the County Revenue Bond has a first and exclusive lien on the Pledged Revenues superior to the lien thereon of the 2009 Bond and the Bonds; and

WHEREAS, if it is determined by the City's Chief Financial Officer (the "Chief Financial Officer"), that the City will achieve interest rate savings, the Chief Financial Officer is hereby authorized to specify in the Certificate of the Chief Financial Officer (defined below) which maturities of the 2009 Bonds, if any, will be refunded by the issuance of the Bonds (the "Refunded Bonds"); and

WHEREAS, the City has determined and hereby determines that it is necessary and in the best interests of the City and its citizens to finance the Project with proceeds of the Bonds; and

WHEREAS, if after receiving bids for the purchase of the Bonds herein authorized to be issued for the purpose of the Project, it is determined that interest rate savings will be effected with respect to the Project, the Chief Financial Officer is authorized to accept a binding bid for the Bonds from the best bidder therefor (the "Purchaser"); the Bonds to bear interest at the rates per annum provided in the bond purchase proposal submitted by the Purchaser (the "Bond Purchase Proposal") and accepted by the Chief Financial Officer, at a purchase price equal to the principal amount thereof, plus accrued interest to the date of delivery of the Bonds, less a discount or plus a premium not to exceed 9 percent of the principal amount of the Bonds, all as specified by the Chief Financial Officer in a certificate dated on or before the date of delivery of the Bonds (the "Certificate of the Chief Financial Officer"), which purchase

price does not result in an effective interest rate on the Bonds in excess of 3% over the Index of Twenty Bonds most recently published in The Bond Buyer prior to the time bids were received for the Bonds; and

WHEREAS, there has been filed with the City Clerk the form of the Preliminary Official Statement (the " Preliminary Official Statement") for the Bonds; and

WHEREAS, the City hereby elects to have the provisions of Chapter 348 of NRS (the "Supplemental Bond Act") apply to the Bonds; and

WHEREAS, the Council has found and determined and hereby declares:

A. It is necessary and for the best interests of the City to effect the Project and to issue the Bonds;

B. Each of the limitations and other conditions to the issuance of the Bonds in the Project Act, the Bond Act, the Supplemental Bond Act, and in any other relevant act of the State or the Federal Government, has been met; and pursuant to NRS 350.708, this determination of the Council that the limitations in the Bond Act have been met shall be conclusive in the absence of fraud or arbitrary or gross abuse of discretion; and

C. This ordinance pertains to the sale, issuance and payment of the Bonds; this declaration shall be conclusive in the absence of fraud or gross abuse of discretion.

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

ARTICLE I

SHORT TITLE, DEFINITIONS, INTERPRETATION, RATIFICATION, TRANSMITTAL, AND EFFECTIVE DATE

Section 101. Short Title. This ordinance shall be known as and may be designated by the short title "2016 Performing Arts Center Refunding Bond Ordinance" (this "Ordinance").

Section 102. Meanings and Construction.

A. Definitions. The terms in this section defined for all purposes of this Ordinance and of any instrument amendatory hereof or supplemental hereto, and of any other instrument or any other document relating hereto, except where the context by clear implication otherwise requires, shall have the meanings herein specified:

"Acquire" or "Acquisition" means the opening, laying out, establishment, purchase, construction, securing, installation, reconstruction, lease, gift, grant from the Federal Government, the State, any body corporate and politic therein, or any other Person, the endowment, bequest, devise, transfer, assignment, option to purchase, other contract, or any combination thereof, of any properties relating to the Project, or an interest therein, or any other properties herein designated.

"Annual Principal and Interest Requirements" means the sum of the principal of and interest on the Outstanding Bonds and any other Outstanding designated securities payable from the Pledged Revenues having a lien thereon superior to or on a parity with the lien thereon of the Bonds to be paid during any Bond Year, but excluding any reserve requirements to secure such payments unless otherwise expressly provided and excluding any amount payable from capitalized interest. In calculating this amount, the principal amount of bonds required to be redeemed prior to maturity pursuant to a mandatory redemption schedule contained in the ordinance or other instrument authorizing the issuance of such bonds (e.g., the schedule, if any, set forth in the Certificate of the Chief Financial Officer) shall be treated as maturing in the Bond Year in which such bonds are so required to be redeemed, rather than in the Bond Year in which the stated maturity of such bonds occurs.

"Bond Act" means NRS 350.500 through 350.720, and all laws amendatory thereof, designated in NRS 350.500 as the Local Government Securities Law.

"Bond Fund" means the special account designated as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Performing Arts Center Refunding Bonds (Additionally Secured by Pledged Revenues) Series 2016A Bond Fund," created herein, and required to be accumulated and maintained in Section 604 hereof which shall be held separate and apart from the Pledged Revenues Account.

"Bond Requirements" means the principal of, any prior redemption premiums due in connection with, and the interest on the Bonds and any additional bonds or other additional securities payable from the Pledged Revenues and hereafter issued, or such part of such securities or such other securities relating to the Project as may be designated, as such principal, premiums and interest become due at maturity or on a Redemption Date designated in a mandatory redemption schedule, in a notice of prior redemption, or otherwise.

"Bonds" means the securities issued hereunder and designated as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Performing Arts Center Refunding Bonds (Additionally Secured by Pledged Revenues) Series 2016A."

"Bond Year" means the 12 months commencing on June 2 of any calendar year and ending on June 1 of the next succeeding calendar year.

"Budget Act" means NRS 354.470 to 354.626, inclusive, and all laws amendatory thereof, designated in NRS 354.470 as the Local Government Budget and Finance Act.

"City" means the City of Las Vegas in the County of Clark in the State, and constituting a political subdivision thereof, or any successor municipal corporation.

"City Treasurer" or "Treasurer" means the de jure or de facto city treasurer of the City and designated as such by the City.

"Clerk" or "City Clerk" means the de jure or de facto city clerk of the City and designated as such by the City, or his or her successor in functions, if any.

"Combined Maximum Annual Principal and Interest Requirements" means the greatest of the annual principal and interest requirements to be paid during any Bond Year for the period beginning with the Bond Year in which such computation is made and ending with the Bond Year in which any bond last becomes due at maturity or on a Redemption Date on which any bond thereafter maturing is called for prior redemption. If any outstanding bonds are subject to variable interest rates, for the purpose of such computation, such interest

rates shall be estimated by an Independent Accountant, an independent feasibility consultant or the City Chief Financial Officer and the rate so estimated shall be used for the purpose of such computation. Any such computation shall be adjusted as provided in Section 803C hereof, and shall be made by an Independent Accountant, an independent feasibility consultant or the City Chief Financial Officer if expressly so required.

"Commercial bank" means a state or national bank or trust company which is a member of the Federal Deposit Insurance Corporation and which is located within the United States; and such term includes, without limitation, any "trust bank" as herein defined.

"Cost of Issuance Account" means the special account created in the Las Vegas Redevelopment Revolving Fund designated as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Performing Arts Center Refunding Bonds (Additionally Secured by Pledged Revenues) Series 2016A, Cost of Issuance Account," created in Section 401 hereof.

"Cost of the Project" means all or any part designated by the City of the cost of the Project, or interest in the improvements being acquired, which cost, at the option of the City, except as limited by law, may include all or any part of the incidental costs relating to the Project, including, without limitation:

(a) Preliminary expenses advanced by the City from funds available for use therefor or from any other source, or advanced with the approval of the City from funds available therefor or from any other source by the State, the Federal Government, or by any other Person with the approval of the City (or any combination thereof);

(b) The costs in the making of surveys, audits, preliminary plans, other plans, specifications, estimates of costs, and other preliminaries;

(c) The costs of premiums on builders' risk insurance and performance bonds, or a reasonably allocable share thereof;

(d) The costs of appraising, printing, estimates, advice, of engineers, architects, accountants, financial consultants, attorneys at law, clerical help, or other agents or employees;

(e) The costs of making, publishing, posting, mailing and otherwise giving any notice in connection with the Project, the filing or recordation of

instruments, the taking of options, the issuance of the Bonds and any other securities relating to the Project, and bank fees and expenses;

(f) The costs of contingencies;

(g) The costs of the capitalization with the proceeds of the Bonds of any interest on the bonds or other securities for any period not exceeding the period estimated by the City to effect the Project plus one year, of any discount on the bonds or other securities, and of any reserves for the payment of the principal of and interest on the Bonds or other securities, of any replacement expenses, and of any other cost of the issuance of the Bonds or other securities relating to the Project;

(h) The costs of amending any ordinance, resolution or other instrument authorizing the issuance of or otherwise relating to the Outstanding Bonds or other securities relating to the Project;

(i) The costs of funding any emergency loans, construction loans and other temporary loans of not exceeding 10 years relating to the Project and of the incidental expenses incurred in connection with such loans;

(j) The costs of any properties, rights, easements or other interests in properties, or any licenses, privileges, agreements and franchises;

(k) The costs of demolishing, removing or relocating any buildings, structures or other facilities on land acquired for the Project, and of acquiring lands to which such buildings, structures or other facilities may be moved or relocated; and

(l) All other expenses necessary or desirable and relating to the Project, as estimated or otherwise ascertained by the City.

"Council" means the City Council of the City of Las Vegas, in the State of Nevada, including any successor to the City Council.

"County Revenue Bond" means the "Clark County, Nevada, Performing Arts Center Bond, Series 2009" in the original principal amount of $10,000 issued by the County.

"Escrow Account" means the special account created herein and designated as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Performing Arts Center Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2016A Escrow Account."

"Escrow Agreement" means the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Performing Arts Center Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2016A Escrow Agreement" between the Escrow Agent and the City relating to the Escrow Account for the Refunded Bonds.

"Escrow Agent" means the escrow agent designated in the Escrow Agreement and its successor, if any.

"Events of Default" means the events stated in Section 1103 hereof.

"Federal Government" means the United States, or any agency, instrumentality or corporation thereof.

"Federal Securities" means bills, certificates of indebtedness, notes, bonds or similar securities which are direct obligations of, or the principal and interest of which securities are unconditionally guaranteed by, the United States.

"Fiscal Year" means the 12 months commencing on July 1 of any calendar year and ending on June 30 of the next succeeding calendar year; but if the Nevada legislature changes the statutory fiscal year relating to the City, the Fiscal Year shall conform to such modified statutory fiscal year from the time of each such modification, if any.

"General Tax Interest Account" means the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Performing Arts Center Refunding Bonds (Additionally Secured by Pledged Revenues) Series 2016A, General Tax Interest Account," created in Section 501 hereof.

"General Tax Principal Account" means the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Performing Arts Center Refunding Bonds(Additionally Secured by Pledged Revenues) Series 2016A, General Tax Principal Account," created in Section 501 hereof.

"General Taxes" or "Taxes" means general (ad valorem) taxes levied by the City against all taxable property within the boundaries of the City (unless otherwise qualified).

"Hereby," "Herein," "Hereinabove," "Hereinafter," "Hereinbefore," "Hereof," and any similar term refer to this Ordinance and not solely to the particular portion

thereof in which the word is used; "heretofore" means before the adoption of this Ordinance; and "hereafter" means after the adoption of this Ordinance.

"Improve" or "Improvement" means the acquisition, construction, reconstruction, improvement and equipment or any combination thereof, of the Project, or the acquisition of any properties, structures, fixtures, furniture and equipment relating to the Project, or an interest therein, but does not mean reconditioning, patching, general maintenance or other minor repair occurring periodically at annual or shorter intervals.

"Independent Accountant" means any certified public accountant, or any firm of certified public accountants, duly licensed to practice and practicing as such under the laws of the State, as from time to time appointed and compensated by the City:

(a) Who or which is, in fact, independent and not under the domination of the City;

(b) Who or which does not have any substantial interest, direct or indirect, with the City, and

(c) Who or which is not connected with the City as an officer or employee thereof, but who may be regularly retained to make annual or similar audits of any books or records of the City.

"Interest Payment Date" means June 1 or December 1.

"Mayor" means the de jure or de facto Mayor of the City, or his or her successor in functions, if any.

"NRS" means Nevada Revised Statutes.

"Newspaper" means a newspaper printed in the English language, published at least once each calendar week.

"Outstanding" when used with reference to the Bonds or any other designated securities and as of any particular date means all the Bonds or any such other securities payable from the Pledged Revenues or otherwise relating to the Project, as the case may be, in any manner theretofore and thereupon being executed and delivered:

(a) Except any Bond or other security canceled by the City, by the Trustee or otherwise on the City's behalf, at or before such date;

(b) Except any Bond or other security the payment of which is then due or past due and moneys fully sufficient to pay the same are on deposit with the Trustee;

(c) Except any Bond or other security for the payment or the redemption of which moneys at least equal to the City's Bond Requirements to the date of maturity or to any Redemption Date, shall have heretofore been deposited with a trust bank in escrow or in trust for that purpose, as provided in Section 1001 hereof; and

(d) Except any Bond or other security in lieu of or in substitution for which another bond or other security shall have been executed and delivered pursuant to Sections 306 or 1209 hereof.

"Owner" or any similar term, when used in conjunction with any Bonds, or any other designated securities, means the registered owner of any Bonds or other security which is registrable for payment if it shall at the time be registered for payment otherwise than to bearer.

"Parity Securities" means any bonds or securities which have a lien on all or a portion of the Pledged Revenues that is on a parity with the lien thereon of the Bonds herein authorized.

"Person" means a corporation, firm, other body corporate (including, without limitation, the Federal Government, the State, or any other body corporate and politic other than the City), partnership, association or individual, and also includes an executor, administrator, trustee, receiver or other representative appointed according to law.

"Pledged Rental Car Fees" means the revenues comprised of the "Pledged Rental Car Fees" as such term is defined in the Interlocal Agreement.

"Pledged Revenues" means the Pledged Rental Car Fees. The Pledged Revenues means all or a portion of the Pledged Revenues. The designated term indicates sources of revenues and does not necessarily indicate all or any portion or other part of such revenues in the absence of further qualification. "Pledged Revenues" includes income derived from any additional sources if the Council is authorized to include and elects to include the additional sources in "Pledged Revenues" for the remaining term of the Bonds.

"Pledged Revenues Account" means the special account designated as the "Performing Arts Center Rental Car Fee Account" created in the Interlocal

Agreement and continued herein, which shall be held by the City separate and apart from the Bond Fund.

"Project" means the refunding of the Refunded Bonds and paying the cost of issuance of the Bonds.

"Project Act" means NRS 268.672 through 268.740 and the City's Charter, as amended from time to time.

"Rebate Account" means the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Performing Arts Center Refunding Bonds (Additionally Secured by Pledged Revenues) Series 2016A, Rebate Account" created in Section 607 herein.

"Redemption Date" means a date fixed for the redemption prior to their respective maturities of any Bonds or other designated securities payable from any Pledged Revenues in any mandatory redemption schedules, or in any notice of prior redemption or otherwise fixed and designated by the City.

"Redemption Price" means, when used with respect to a Bond or other designated security payable from any Pledged Revenues, the principal amount thereof plus the applicable premium, if any, payable upon the redemption thereof prior to the stated maturity date of such Bond or other security on a Redemption Date in the manner contemplated in accordance with the security's terms.

"Regular Record Date" means the fifteenth day of the calendar month next preceding each Interest Payment Date.

"Special Record Date" means a special date fixed by the Trustee to determine the names and addresses of owners of the Bonds for the payment of any defaulted interest on any of the Bonds, as further provided in Section 302 hereof. At least 10 days' notice will be given by the Trustee by first-class regular mail to each owner of a Bond as stated on the Trustee's registration list at the close of business on a date fixed by the Trustee, stating the date of the Special Record Date and the due date fixed for the payment of such defaulted interest.

"State" means the State of Nevada, in the United States.

"Subordinate Securities" means any bonds or securities which have a lien on all or a portion of the Pledged Revenues that is subordinate and junior to the lien thereon of the Bonds herein authorized.

"Superior Securities" means the County Revenue Bond.

"Tax Code" means the Internal Revenue Code of 1986, as amended, to the date of delivery of the Bonds.

"Taxes" means General Taxes.

"Trust Bank" means a "Commercial Bank," as defined herein, which bank is authorized to exercise and is exercising trust powers, and also means any branch of the Federal Reserve Bank.

"Trustee" means The Bank of New York Mellon Trust Company, N.A., or any successor trustee, paying agent and registrar for the Bonds which may be appointed by the Chief Financial Officer of the City.

B. Construction. This Ordinance, except where the context by clear implication herein otherwise requires, shall be construed as follows:

(1) Words in the singular number include the plural, and words in the plural include the singular.

(2) Words in the masculine gender include the feminine and the neuter, and when the sense so indicates words of the neuter gender refer to any gender.

(3) The titles and leadlines applied to articles, sections, subsections and paragraphs of this Ordinance are inserted only as a matter of convenience and ease in reference and in no way define, limit or describe the scope or intent of any provisions of this Ordinance.

(4) Any securities payable from any Pledged Revenues and held by the City shall not be deemed to be Outstanding for the purpose of redemption nor Outstanding for the purpose of consents hereunder or for other purposes provided herein.

Section 103. Successors. Whenever herein the City is named or is referred to, such provision shall be deemed to include any successors of the City, respectively, whether so expressed or not. All of the covenants, stipulations, obligations and agreements by or on behalf of and other provisions for the benefit of the City contained herein shall bind and inure to the benefit of any officer, board, district, commission, authority, agent or instrumentality to whom or to which there shall be transferred by or in accordance with law any right, power or duty of the City or of their respective successors, if any, the possession of which is necessary or appropriate in order to comply with any such covenants, stipulations, obligations, agreements or other provisions hereof.

Section 104. Parties Interested Herein. Except as herein otherwise expressly provided, nothing herein expressed or implied confers upon or gives to any Person (other than the Trustee, the insurer of Bonds, if any, the owners from time to time of the Bonds, and the owners of any other securities payable from Pledged Revenues when reference is expressly made thereto, as well as the City) any right, remedy or claim under or by reason hereof or any covenant, condition or stipulation hereof. All the covenants, stipulations, promises and agreements herein contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Trustee, the insurer of the Bonds, if any, any owner of any Bonds and any owner of any such other security in the event of such a reference.

Section 105. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the City, the officers of the City, and otherwise by the City directed toward the Project and toward the sale of the Bonds to the Purchaser for that purpose, hereby is ratified, approved and confirmed.

Section 106. Ordinance Irrepealable. After any of the Bonds are issued, this Ordinance shall constitute an irrevocable contract between the City and the owner or owners of the Bonds; and this Ordinance (subject to the provisions of Section 1001 and of Article XII hereof), if any Bonds are in fact issued, shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled and discharged, except as herein otherwise expressly provided.

Section 107. Repealer. All bylaws, orders and other instruments, or parts thereof, inconsistent herewith are hereby repealed to the extent only of the inconsistency. This repealer shall not be construed to revive any bylaw, order or other instrument, or part thereof, heretofore repealed.

Section 108. Severability. If any section, subsection, 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, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Section 109. Publication of Proposed Ordinance. When first proposed, this Ordinance must be read to the Council by title, after which an adequate number of copies of this Ordinance must be deposited with the City Clerk for public examination and distribution. Notice of the deposit must be published once in a newspaper published and having general circulation in

the City at least 10 days before the adoption of the Ordinance, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

BILL NO. _____

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA AUTHORIZING THE ISSUANCE OF ITS "CITY OF LAS VEGAS, NEVADA, GENERAL OBLIGATION (LIMITED TAX) PERFORMING ARTS CENTER REFUNDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES), SERIES 2016A" FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS; PROVIDING THE FORM, TERMS AND CONDITIONS OF THE BONDS, AND THE SECURITY THEREFOR, AND OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING OTHER MATTERS RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

PUBLIC NOTICE IS HEREBY GIVEN, and 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 City Clerk of the City of Las Vegas, in City Hall, 495 South Main Street, Las Vegas, Nevada, and that such Ordinance was proposed on the March 2, 2016, and will be considered for adoption at the a regular meeting of the City Council of the City of Las Vegas held on March 16, 2016.

/s/ LuAnn D. Holmes, MMC
City Clerk

(End of Form of Publication of Notice of Deposit of An Ordinance)

Section 110. Publication After Adoption of Ordinance; Effective Date. After this Ordinance is signed by the Mayor and attested and sealed by the Clerk, this Ordinance shall be published by title only, together with the names of the members of the Council who voted for or against its adoption. This Ordinance shall be in effect on and after the publication of adoption of this Ordinance. Such publication of adoption of this Ordinance shall be made at least once in a newspaper published and having general circulation in the City and such publication shall be in substantially the following form:

(Form of Publication of Adoption of Ordinance)

BILL NO. ____

ORDINANCE NO.

(of Las Vegas, Nevada)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA AUTHORIZING THE ISSUANCE OF ITS "CITY OF LAS VEGAS, NEVADA, GENERAL OBLIGATION (LIMITED TAX) PERFORMING ARTS CENTER REFUNDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES), SERIES 2016A" FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS; PROVIDING THE FORM, TERMS AND CONDITIONS OF THE BONDS, AND THE SECURITY THEREFOR, AND OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING OTHER MATTERS RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

PUBLIC NOTICE IS HEREBY GIVEN, and that such Ordinance was proposed on March 2, 2016, and was passed at the meeting held on March 16, 2016, by the following vote of the City Council:

Those Voting Aye:

Those Voting Nay: _____

Those Absent: _____

This Ordinance shall be in full force and effect from and after the 10th day of April, 2016, i.e., the day after the 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 March 16, 2016.

Attest: /s/ Carolyn G. Goodman
Mayor

/s/ LuAnn D. Holmes, MMC
City Clerk

(End of Form of Publication)

ARTICLE II

CITY'S DETERMINATIONS, AUTHORITY FOR AND AUTHORIZATION OF PROJECT, NECESSITY OF PROJECT AND BONDS, PROJECT COST, AND OBLIGATION OF CITY

Section 201. Authorization for this Ordinance. This Ordinance is adopted pursuant to the Project Act and the Bond Act; and the City has ascertained and hereby determines that each and every matter and thing as to which provision is made herein is necessary in order to carry out and to effectuate the purposes of the City in accordance with the Project Act, and the Bond Act, and as provided in NRS 350.708 all limitations in the Bond Act imposed upon the issuance of bonds or other securities thereunder have been met and the total cost of the Project has been and hereby is approved.

Section 202. Life of the Project. The City has determined and does hereby declare:

A. Estimated Life. The estimated life or estimated period of usefulness of the Project to be acquired with the proceeds of the Refunded Bonds is not less than 24 years; and

B. Bond Term. The Bonds shall mature at times not exceeding such estimated life or estimated period of usefulness.

Section 203. Necessity of Project and Bonds. It is necessary and for the best interests of the City and the inhabitants thereof that the City effect the Project and defray the cost thereof by issuing the Bonds therefor; and it is hereby so determined and declared.

Section 204. Authorization of Use of Preliminary and Final Official Statements. The distribution and use of a Preliminary Official Statement for the Bonds is hereby authorized; the distribution, use of and execution of the Final Official Statement for the Bonds in substantially the form of the Preliminary Official Statement, with such amendments, additions and deletions as are consistent with the facts and not inconsistent herewith as may be approved by the Chief Financial Officer, is hereby authorized. The Chief Financial Officer is authorized to deem the Preliminary Official Statement to be "final" for the purposes of Rule 15c2-12 of the United States Securities Exchange Commission.

Section 205. Authorization of Project. The Council is hereby authorizes the Project.

Section 206. Bonds Equally Secured. The covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the owners of any and all of the Outstanding Bonds, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as otherwise expressly provided in or pursuant to this Ordinance.

Section 207. General Obligations. The full faith and credit of the City are hereby pledged to the payment of the Bond Requirements of the Bonds; they shall constitute general obligations of the City and shall be payable from General Taxes on all taxable property within the City (except to the extent any Pledged Revenues or other moneys are available therefor), subject to the limitations imposed by the Constitution and statutes of the State.

Section 208. Additional Security. The payment of the Bond Requirements of the Bonds is additionally secured by an irrevocable pledge of and by a lien (but not necessarily an exclusive lien) on the Pledged Revenues, subject to and after any superior liens upon such Pledged Revenues of any Superior Securities, including the County Revenue Bond and on a parity with the liens upon such Pledged Revenues of any Parity Securities, including the 2009 Bond.

Section 209. No Pledge of Property. The payment of the Bonds is not secured by an encumbrance, mortgage or other pledge of property of the City, except the proceeds of General Taxes, the Pledged Revenues, and any other moneys pledged for the payment of the Bonds. No property of the City, subject to such exceptions, shall be liable to be forfeited or taken in payment of the Bonds.

Section 210. No Recourse Against Officers and Agents. No recourse shall be had for the payment of the Bond Requirements of the Bonds or for any claim based thereon or otherwise upon this Ordinance authorizing their issuance or any other instrument relating thereto, against any individual member of the City or any officer or other agent of the City, past, present or future, either directly or indirectly through the City or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of the Bonds and as a part of the consideration of their issuance specially waived and released.

Section 211. Sale of Bonds. The Chief Financial Officer, or in such officer's absence, the City Manager, is authorized to sell the Bonds and sign the Certificate of the Chief Financial Officer.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION AND ISSUANCE OF BONDS

Section 301. Authorization of Bonds. The "City of Las Vegas, Nevada, General Obligation (Limited Tax) Performing Arts Center Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2016A," in the maximum aggregate principal amount necessary to effect the Project, are hereby authorized to be issued, pursuant to the Project Act and the Bond Act; and the City pledges irrevocably, but not necessarily exclusively, the Pledged Revenues to the payment of the Bond Requirements of the Bonds, the proceeds of the Bonds to be used solely to defray wholly or in part the Cost of the Project.

Section 302. Bond Details. The Bonds shall be issued payable in fully registered form, i.e., registered as to both principal and interest and shall be dated as of the date of delivery of the Bonds. Except as provided in Section 307 hereof, the Bonds shall be issued in the denominations of $5,000 and any integral multiples thereof (but no Bond may be in a denomination which exceeds the principal coming due on any maturity date, and no individual Bond will be issued for more than one maturity). The Bonds shall bear interest at the rates set forth in the Certificate of the Chief Financial Officer (not exceeding 3% above the rates of the Index of Twenty Bonds most recently published before bids were received for the Bonds), calculated on the basis of a 360-day year of twelve 30-day months, mature in the principal amounts and on the dates (not later than 30 years) as set forth in the Certificate of the Chief Financial Officer. The Chief Financial Officer, or in such officer's absence, the City Manager, is hereby delegated the authority to specify the foregoing terms in the Certificate of the Chief Financial Officer in accordance with NRS 350.165. Interest shall accrue from the date of the Bonds until their respective fixed maturity dates, and is payable on each Interest Payment Date, commencing on December 1, 2016, except that Bonds which are reissued upon transfer, exchange or other replacement shall bear interest from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid, from the date of the Bonds. The principal of and redemption premium, if any, on any Bond, shall be payable to the registered owner thereof as shown on the registration records kept by the Trustee, upon maturity or prior redemption thereof and upon presentation and surrender at the Trustee or at such other office as designated by the Trustee. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the interest rate borne by the

Bond until the principal thereof is paid in full. Except as provided in Section 307 hereof, payment of interest on any Bond shall be made to the registered owner thereof by check or draft mailed by the Trustee, on or before each Interest Payment Date (or, if such Interest Payment Date is not a business day, on or before the next succeeding business day), to the registered owner thereof at his or her address as shown on the registration records kept by the Trustee at the close of business on the Regular Record Date for such Interest Payment Date; but any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner thereof at the close of business on the Regular Record Date and shall be payable to the person who is the registered owner thereof at the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date shall be fixed by the Trustee whenever money becomes available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the registered owners of the Bonds not less than 10 days prior thereto by first-class mail to each such registered owner as shown on the Trustee's registration records on a date selected by the Trustee, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Trustee may make payments of interest on any Bond by such alternative means as may be mutually agreed upon between the owner of such Bond and the Trustee. All such payments shall be made in lawful money of the United States of America.

Section 303. Prior Redemption.

A. Optional Redemption. Bonds maturing on and after the date designated in the Certificate of the Chief Financial Officer shall be subject to redemption prior to their respective maturities, at the option of the City, on and after the date specified in the Certificate of the Chief Financial Officer, in whole or in part at any time after such date, from such maturities as are selected by the City, and if less than all of the Bonds of a maturity are to be redeemed, the Bonds of such maturity are to be redeemed by lot within a maturity (giving proportionate weight to Bonds in denominations larger than $5,000), in such manner as the Trustee may determine, for the principal amount of each Bond or portion thereof so redeemed and accrued interest thereon to the redemption date, and a premium, if any, specified in the Certificate of the Chief Financial Officer.

B. Mandatory Redemption. The Bonds maturing on the dates, if any, set forth in the Certificate of the Chief Financial Officer (the "Term Bonds") are subject to

mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof and accrued interest to the redemption date. As and for a sinking fund for the redemption of the Term Bonds, there shall be deposited into the Bond Fund on or before the dates set forth in the Certificate of the Chief Financial Officer, a sum which, together with other moneys available in the Bond Fund, is sufficient to redeem (after credit is provided below) on the dates and the principal amounts of the Term Bonds as set forth in the Certificate of the Chief Financial Officer, plus accrued interest to the redemption date.

Not more than sixty days nor less than thirty days prior to the sinking fund payment dates for the Term Bonds, the Trustee shall proceed to select for redemption (by lot in such manner as the Trustee may determine) from all Outstanding Term Bonds, a principal amount of the Term Bonds equal to the aggregate principal amount of the Term Bonds redeemable with the required sinking fund payments, and shall call such Term Bonds or portions thereof for redemption from the sinking fund on the next principal payment date, and give notice of such call as provided in this Ordinance.

At the option of the City to be exercised by delivery of a written certificate to the Trustee not less than sixty days next preceding any sinking fund redemption date, it may (i) deliver to the Trustee for cancellation Term Bonds, or portions thereof ($5,000 or any integral multiple thereof) in an aggregate principal amount desired by the City or, (ii) specify a principal amount of Term Bonds, or portion thereof ($5,000 or any integral multiple thereof) which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Trustee and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond or portions thereof so delivered or previously redeemed shall be credited by the Trustee at 100% of the principal amount thereof against the obligation of the City on the sinking fund redemption dates and any excess shall be so credited against future sinking fund redemption obligations in such manner as the City determines. In the event the City shall avail itself of the provisions of clause (i) of the first sentence of this paragraph, the certificate required by the first sentence of this paragraph shall be accompanied by the respective Term Bonds or portions thereof to be canceled of in the event the Bonds are registered in the name of Cede & Co. as provided in this Ordinance, the Certificate of the Chief Financial Officer required by the first sentence of this paragraph shall be accompanied by such direction and evidence of ownership as is satisfactory to The Depository Trust Company.

C. Partial Redemption. If any Bond is in a denomination larger than $5,000, a portion of such Bond ($5,000 of principal amount thereof, or any integral thereof) may be redeemed pursuant to subsection A or B hereof, as appropriate, in which case the Trustee, except as provided in Section 307 hereof, shall, without charge to the owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof. In the case of a partial redemption of Bonds of a single maturity pursuant to subsection A or B hereof, the Trustee shall select the Bonds to be redeemed by lot at such time as directed by the City (but at least 30 days prior to the redemption date), and if such selection is more than 60 days before a redemption date, shall direct the Trustee to appropriately identify the Bonds so called for redemption by stamping them at the time any Bond so selected for redemption is presented to the Trustee for stamping or for transfer or exchange, or by such other method of identification as is deemed adequate by the Trustee and any Bond or Bonds issued in exchange for, or to replace, any Bond so called for prior redemption shall likewise be stamped or otherwise identified.

Section 304. Redemption Notice. Unless waived by any owner of Bonds to be redeemed for purchase, official notice of any such redemption shall be given by the Trustee, on behalf of the City, by mailing a copy of an official redemption notice by registered, certified or electronic mail so long as Cede & Co. is the registered owner of the Bonds and the Municipal Securities Rulemaking Board ("MSRB") and otherwise by first class mail, postage prepaid, at least 30 days and not more than 60 days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond register or at such other address as is furnished in writing by such registered owner to the Trustee. The notice shall identify the Bonds and state that on such date the principal amount thereof, and premium, if any, thereon will become due and payable at the Trustee (accrued interest to the Redemption Date being payable by mail or as otherwise provided in this Ordinance), and that after such Redemption Date interest will cease to accrue. After such notice and presentation of said Bonds, the Bonds called for redemption will be paid. Actual receipt of mailed notice by the MSRB or any registered owner of Bonds shall not be a condition precedent to redemption of such Bonds. Failure to give such notice by mailing to the registered owner of any Bond designated for redemption, or any defect therein, shall not affect the validity of the proceedings for the redemption of any other Bond. A certificate by the Trustee that notice of call and redemption has been given as provided in this Section shall be conclusive as against all parties; and no owner

whose Bond is called for redemption or any other owner of any Bond may object thereto or may object to the cessation of interest on the Redemption Date on the ground that he failed actually to receive such notice of redemption.

Notwithstanding the provisions of this section, any notice of redemption may contain a statement that the redemption is conditional upon the receipt by the Trustee of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that is such funds are not available, such redemption shall be canceled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed.

Section 305. Negotiability. Subject to Section 307 hereof and to the registration provisions herein provided, the Bonds shall be fully negotiable within the meaning of and for the purposes of the Uniform Commercial Code--Investment Securities, and each owner shall possess all rights enjoyed by owners of negotiable instruments under the Uniform Commercial Code--Investment Securities.

Section 306. Registration, Transfer and Exchange of Bonds. Except as otherwise provided in Section 307 hereof:

A. Registration and Transfer. Records for the registration and transfer of the Bonds shall be kept by the Trustee. Upon the surrender for transfer of any Bond at the Trustee, duly endorsed for transfer or accompanied by an assignment in form satisfactory to the Trustee duly executed by the registered owner or his attorney duly authorized in writing, the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount and of the same maturity bearing a number or numbers not previously assigned. Bonds may be exchanged at the Trustee for an equal aggregate principal amount of Bonds of the same maturity of other authorized denominations, as provided in Section 302 hereof. The Trustee shall authenticate and deliver a Bond or Bonds which the registered owner making the exchange is entitled to receive, bearing a number or numbers not previously assigned. For every exchange or transfer of Bonds requested by the owner thereof, the City or the Trustee may make a sufficient charge to reimburse it for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer, and may charge a sum sufficient to pay the cost of preparing and authenticating each new Bond. No such

charge shall be levied in the case of an exchange resulting from an optional or mandatory prior redemption of a Bond.

B. Limitations upon Registration. The Trustee shall not be required to transfer or exchange (i) any Bond subject to redemption during a period beginning at the opening of business 15 days before the day of the mailing by the Trustee of a notice of prior redemption of Bonds and ending at the close of business on the day of such mailing, or (ii) any Bond after the mailing of notice calling such Bond or any portion thereof for redemption as herein provided.

C. Effect of Registration. The person in whose name any Bond shall be registered, in the registration records kept by the Trustee, shall be deemed and regarded as the absolute owner thereof for the purpose of making payments thereof (except to the extent otherwise provided in Section 302 hereof with respect to interest payments) and for all other purposes; and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the registered owner thereof or his legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitation provided herein. 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.

D. Replacement of Bond. If any Bond shall be lost, stolen, destroyed or mutilated, the Trustee shall, upon receipt of such evidence, information or indemnity relating thereto as it, the Trustee or the City, may reasonably require, and upon payment of all expenses in connection therewith, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned. If such lost, stolen, destroyed or mutilated Bond shall have matured or shall have been called for redemption, the Trustee may direct that such Bond be paid by the Trustee in lieu of replacement.

E. Cancellation of Bond upon Payment or Reissuance. Whenever any Bond shall be surrendered to the Trustee upon payment thereof, or to the Trustee for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Trustee, and counterparts of a certificate of such cancellation shall be furnished by the Trustee to the City Chief Financial Officer.

Section 307. Custodial Deposit.

A. Notwithstanding the foregoing provisions of Sections 302 to 306 hereof, the Bonds shall initially be evidenced by one Bond for each year in which the Bonds mature in denominations equal to the aggregate principal amount of the Bonds maturing in that year. Such initially delivered Bonds shall be registered in the name of "Cede & Co." as nominee for The Depository Trust Company, the securities depository for the Bonds. The Bonds may not thereafter be transferred or exchanged except:

(1) to any successor of The Depository Trust Company or its nominee, which successor must be both a "clearing corporation" as defined in NRS 104.8102, and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended; or

(2) upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or this clause (2) of this subsection A, or a determination by the City that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions, and the designation by the City of another depository institution acceptable to the City and to the depository then holding the Bonds, which new depository institution must be both a "clearing corporation" as defined in NRS 104.8102 and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of The Depository Trust Company or such successor or new depository; or

(3) upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or clause (2) of this subsection A, or a determination of the City that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions, and the failure by the City, after reasonable investigation, to locate another qualified depository institution under clause (2) to carry out such depository functions.

B. In the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) of subsection A hereof or designation of a new depository pursuant to clause (2) of subsection A hereof, upon receipt of the Outstanding Bonds by the Trustee, together with written instructions for transfer satisfactory to the Trustee, a new Bond for each maturity of the Bonds then Outstanding shall be issued to such successor or

new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination under clause (3) of subsection A hereof and the failure after reasonable investigation to locate another qualified depository institution for the Bonds as provided in clause (3) of subsection A hereof, and upon receipt of the Outstanding Bonds by the Trustee, together with written instructions for transfer satisfactory to the Trustee, new Bonds shall be issued in the denominations of $5,000 or any integral multiple thereof, as provided in and subject to the limitations of Section 302 hereof, registered in the names of such Persons, and in such denominations as are requested in such written transfer instructions: however, the Trustee shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

C. The City and the Trustee shall be entitled to treat the registered owner of any Bond as the absolute owner thereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by any or all of them and the City and the Trustee shall have no responsibility for transmitting payments to the beneficial owners of the Bonds held by The Depository Trust Company or any successor or new depository named pursuant to subsection A hereof.

D. The City and the Trustee shall endeavor to cooperate with The Depository Trust Company or any successor or new depository named pursuant to clause (1) or (2) of subsection A hereof in effectuating payment of the Bond Requirements of the Bonds by arranging for payment in such a manner that funds representing such payments are available to the depository on the date they are due.

E. Upon any partial redemption of any maturity of the Bonds, Cede & Co. (or its successor), in its discretion may request the City to issue and authenticate a new Bond or shall make an appropriate notation on the Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Bond must be presented to the Trustee prior to payment.

Section 308. Execution of Bonds. The Bonds shall be executed as follows:

A. Filings with Secretary of State. Pursuant to the Bond Act, and to the act cited as the Uniform Facsimile Signatures of Public Officials Act, cited as chapter 351 of NRS, and prior to the execution of any Bonds, the Mayor of the City Council of the City, the

City Clerk and the City Treasurer shall each file with the Secretary of State of the State of Nevada his or her manual signature certified by him or her under oath.

B. Manner of Execution. Each Bond shall be approved, signed and executed in the name of and on behalf of the City with the manual or facsimile of the signature of the Mayor shall be countersigned and executed with the manual or facsimile of the signatures of the City Treasurer and shall be authenticated with the manual or facsimile impression of the official seal of the City; and shall be signed, executed, and attested with such a manual or facsimile signature of the City Clerk.

C. Authentication. No Bond shall be valid or obligatory for any purpose unless the certificate of authentication thereon, substantially in the form hereinafter provided has been duly manually executed by the Trustee. The Trustee's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer or employee of the Trustee, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds issued hereunder. By authenticating any of the Bonds delivered pursuant to the Ordinance, the Trustee shall be deemed to have assented to all of the provisions of this Ordinance.

Section 309. Use of Predecessor's Signature. The Bonds bearing the signatures of the officers in office at the time of the signing thereof shall be the valid and binding obligations of the City, notwithstanding that before the delivery thereof and the payment therefor any or all of the persons whose signatures appear thereon shall have ceased to fill their respective offices. Each the Mayor, the City Treasurer and City Clerk, at the time of the execution of the Bonds and of a signature certificate pertaining thereto by the Mayor, the Treasurer and the City Clerk, respectively, may adopt as and for his or her own facsimile signature the facsimile signature of his or her predecessor in office if such facsimile signature appears upon any of the Bonds.

Section 310. Incontestable Recital in Bonds. Pursuant to NRS 350.628, each Bond shall recite that it is issued pursuant to the Project Act, to the Bond Act, and to the Supplemental Bond Act, which recital shall be conclusive evidence of the validity of the Bonds and the regularity of their issuance.

Section 311. State Tax Exemption. Pursuant to NRS 350.710, the Bonds, their transfer, and the income therefrom shall forever be and remain free and exempt from taxation by

the State or any subdivision thereof, except for the tax on estates imposed pursuant to chapter 375A of NRS and the tax on generation-skipping transfers imposed pursuant to chapter 375B of NRS.

Section 312. Bond Execution. The Mayor, the City Treasurer, and the City Clerk are hereby authorized and directed to prepare and to execute the Bonds as herein provided.

Section 313. Bond Delivery. After such registration of the Bonds by the Trustee pursuant to Section 306 and after their execution and authentication pursuant to Section 308 and other provisions herein supplemental thereto, the Chief Financial Officer shall cause the Bonds to be delivered to the Purchaser thereof, upon payment being made therefor on the terms of the sale of the Bonds.

Section 314. Bond Form. Subject to the provisions of this Ordinance, each Bond shall be in substantially the following form with such omissions, insertions, endorsements, and variations as to any recitals of fact or other provisions 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

CITY OF LAS VEGAS, NEVADA
GENERAL OBLIGATION (LIMITED TAX)
PERFORMING ARTS CENTER REFUNDING BOND
(ADDITIONALLY SECURED BY PLEDGED REVENUES)
SERIES 2016a

NO. _____ $ _____

Interest Rate	Maturity Date	Dated As Of	CUSIP
___% per annum	_____ 1, _____	_____, 2016	

REGISTERED OWNER: **CEDE & CO.**

PRINCIPAL AMOUNT: DOLLARS

The City of Las Vegas in the County of Clark and in the State of Nevada (the "City" the "County," and the "State", respectively), for value received hereby acknowledges itself to be indebted and promises to pay to the Registered Owner specified above the Principal Amount specified above, on the Maturity Date specified above (unless called for earlier redemption), and to pay interest thereon on June 1 and December 1 of each year commencing on December 1, 2016, at the Interest Rate per annum specified above, until the principal sum is paid or payment has been provided therefor. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid, from the date of this Bond. The principal of and redemption premium, if any, on this Bond are payable to the Registered Owner hereof upon presentation and surrender hereof at the principal office of the City's trustee, registrar and paying agent for the Bonds or any successor (the "Trustee"), presently The Bank of New York Mellon Trust Company, N.A. Interest on this Bond will be paid on each Interest Payment Date (or, if such Interest Payment Date is not a business day, on the next succeeding business day), by check or draft mailed to the person in whose name this Bond is registered (the "Registered Owner") in the registration records of the City maintained by the Trustee and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner hereof at the close of business on a Special Record Date for the payment of any defaulted interest. Such Special Record Date shall be fixed by the Trustee for the Bonds whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the Registered Owners of the Bonds of the series of which this is one (the "Bonds") not less than ten days prior thereto. All payments of the principal of, interest on and redemption premiums, if any, due in connection with this Bond (the "Bond Requirements") shall be made in lawful money of the United States of America without deduction for the services of the Trustee, as provided in the City's ordinance designated by the short title "2016 Performing Arts Center Refunding Bond Ordinance," adopted and approved on _____, 2016 authorizing the issuance of the Bonds (the "Ordinance").

The Bonds are issuable solely as fully registered Bonds in denominations of $5,000 each or any integral multiple thereof. The Bonds are exchangeable for fully registered Bonds of the same maturity in equal aggregate principal amounts and in authorized denominations at the aforesaid office of the Trustee but only in the manner, subject to the limitations, and on payment of the charges provided in the Ordinance.

The Trustee will not be required to transfer or exchange (i) any Bond subject to redemption during a period beginning at the opening of business 15 days before the day of the mailing by the Trustee of a notice of prior redemption of Bonds and ending at the close of business on the day of such mailing, or (ii) any Bond after the mailing of notice calling such Bond or any portion thereof for prior redemption.

The Bonds shall not be transferable or exchangeable, except as set forth in the Ordinance.

Bonds maturing on and after the date set forth in the Certificate of the Chief Financial Officer shall be subject to redemption prior to their respective maturities, at the option of the City, on and after the date set forth in the Certificate of the Chief Financial Officer, in whole at any time or in part at any time, from such maturities as are selected by the City, and if less than all of the Bonds of a maturity are to be redeemed, the Bonds of such maturity are to be redeemed by lot within a maturity (giving proportionate weight to Bonds in denominations larger than $5,000), in such manner as the Trustee may determine, for the principal amount of each Bond or portion thereof so redeemed and accrued interest thereon to the redemption date, without a premium or penalty.

Certain of the Bonds shall be subject to mandatory sinking fund redemption as provided in the Ordinance and the Certificate of the Chief Financial Officer.

In the case of Bonds of a denomination larger than $5,000, a portion of such Bond ($5,000 of the principal amount thereof, or any integral multiple thereof) may be redeemed, in which case the Trustee shall, without charge to the owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof. Redemption shall be made upon not less than thirty (30) days' prior notice as provided in the Ordinance.

Upon any partial prior redemption of this Bond, Cede & Co., in its discretion, may request the Trustee to authenticate a new Bond or shall make an appropriate notation on this Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case this Bond must be presented to the Trustee prior to payment.

**Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to City or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co., or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. Or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR

VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.**

This Bond must be registered in the name of the Registered Owner as to both principal and interest on the registration records kept by the Trustee in conformity with the provisions stated herein and endorsed hereon and subject to the terms and conditions set forth in the Ordinance. No transfer of this Bond shall be valid unless made on the registration records maintained at the principal office of the Trustee by the Registered Owner or his attorney duly authorized in writing.

The City and the Trustee may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of making payment (except to the extent otherwise provided hereinabove and in the Ordinance with respect to Regular and Special Record Dates for the payment of interest) and for all other purposes and the City and Trustee shall be not affected by notice to the contrary.

The Bonds are issued by the City and upon the credit thereof, for the purpose of defraying wholly or in part, the cost of refunding certain outstanding obligations of the City, as set forth in the Ordinance, under the authority of and in full conformity with the Constitution and laws of the State and the City and pursuant to the Ordinance.

It is hereby certified, recited and warranted that the total indebtedness of the City, including that of this Bond, does not exceed any limit of indebtedness prescribed by the Constitution or laws of the State; that provision has been made for the levy and collection of annual general (ad valorem) taxes ("General Taxes") sufficient to pay the Bond Requirements of this Bond when the same become due (except to the extent other moneys are available therefor), subject to the limitations imposed by the Constitution and statutes of the State; and that the full faith and credit of the City are hereby irrevocably pledged to the punctual payment of the Bond Requirements according to the terms of this Bond.

The payment of the Bonds, as to all Bond Requirements, is additionally secured by an irrevocable pledge of revenues derived by the City from the Pledged Revenues (as defined in the Ordinance).

Payment of the Bond Requirements due in connection with the Bonds may be made from and as security for such payment there is irrevocably and exclusively pledged, pursuant to the Ordinance, a special account thereby created and identified as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Performing Arts Center Refunding Bonds (Additionally Secured by Pledged Revenues) Series 2016A Bond Fund," into which account the City covenants to pay from the revenues derived from the Pledged Revenues sums sufficient to pay when due the Bond Requirements of the Bonds, except to the extent other moneys are available therefor.

The Bonds are equitably and ratably secured by a lien on the Pledged Revenues, and the Bonds constitute an irrevocable lien (but not necessarily an exclusive lien) upon the Pledged Revenues, subject to and after any superior liens upon such Pledged Revenues of any superior securities and on a parity the liens upon such Pledged Revenues of any parity securities.

Bonds and other securities, in addition to the Bonds, subject to expressed conditions, may be issued and made payable from the Pledged Revenues having a lien thereon subordinate and junior to the lien or, subject to additional expressed conditions, having a lien thereon superior to or on a parity with the lien, of the Bonds, in accordance with the provisions of the Ordinance.

The City covenants and agrees with the owner of this Bond and with each and every person who may become the owner hereof that it will keep and will perform all of the covenants of the Ordinance.

Reference is made to the Ordinance, the City Charter, NRS 268.672 through 268.740 (the "Project Act"), and NRS 350.500 through 350.720, and all laws amendatory thereof, designated in NRS 350.500 as the Local Government Securities Law, to Chapter 348 of NRS (the "Supplemental Bond Act"), and to all laws supplemental thereto, for an additional description of the nature and extent of the security for the Bonds, the General Taxes, accounts, funds and revenues pledged, the nature and extent and manner of enforcement of the pledge, the rights and remedies of the owners of the Bonds with respect thereto, the terms and conditions upon which the Bonds are issued, and a statement of rights and remedies of the owners of the Bonds.

The Bonds are issued pursuant to the Project Act, the Local Government Securities Law, and the Supplemental Bond Act, and pursuant to NRS 350.628, this recital is conclusive evidence of the validity of the Bonds and the regularity of their issuance; and pursuant to NRS 350.710, the Bonds, their transfer, and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof except for the tax on estates imposed pursuant to chapter 375A of NRS and the tax on generation-skipping transfers imposed pursuant to chapter 375B of NRS.

To the extent and in the respects permitted by the Ordinance, the provisions of the Ordinance or any instrument amendatory thereof or supplemental thereto may be modified or amended by action of the City taken in the manner and subject to the conditions and exceptions prescribed in the Ordinance. The pledge of revenues and other obligations of the City under the Ordinance may be discharged at or prior to the respective maturities of the Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Ordinance.

It is further certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the City in the issuance of this Bond; that it is issued pursuant to and in strict conformity with the Constitution and laws of the State, particularly under the terms and provisions of the Project Act, the Local Government Securities Law, the Supplemental Bond Act, and all laws supplemental thereto, and with the Ordinance; and that this Bond does not contravene any constitutional or statutory limitation.

No recourse shall be had for the payment of the Bond Requirements of this Bond or for any claim based thereon or otherwise upon the Ordinance or other instrument relating thereto, against any individual member of the City Council of the City, any individual member of the City, or any officer or other agent of the City, past, present or future, either directly or indirectly through such board or the City, or otherwise, whether by virtue of any constitution,

statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this Bond and as a part of the consideration of its issuance specially waived and released.

This Bond shall not be valid or obligatory for any purpose until a manual signature of a duly authorized officer of the Trustee has been affixed on the certificate of authentication hereon.

IN WITNESS WHEREOF, the City has caused this Bond to be signed and executed in its name and upon its behalf with the manual or facsimile signature of the Mayor, to be countersigned and executed with the manual or facsimile signature of the City Treasurer and has caused a manual impression or a facsimile of the seal of the City to be affixed hereon; and has caused this Bond to be signed, executed and attested with the manual or facsimile signature of the City Clerk, all as of _____, 2016.

CITY OF LAS VEGAS, NEVADA

(Manual or Facsimile Seal)
Mayor
Las Vegas, Nevada

Countersigned:

(Manual or Facsimile Seal)

(Manual or Facsimile Seal)
City Treasurer

Attest:

(Manual or Facsimile Seal)
City Clerk

* Insert only if Bonds are delivered pursuant to Section 307(A)(3) of this Ordinance.

** Insert only if Bonds are initially delivered to the Depository Trust Company pursuant to Section 307(A) of this Ordinance.

*** Insert only if certificate designates any of the Bonds as Term Bonds.

(End of Form of Bond)

(Form of Certificate of Authentication for Bonds)

Date of authentication
and registration: _____

This is one of the Bonds described in the within-mentioned Ordinance, and this Bond has been duly registered on the registration records kept by the undersigned as Trustee for such Bonds.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
as Trustee

By:___(Manual Signature)
Authorized Officer

(End of Form of Certificate of Authentication for Bonds)

**(Form of Prepayment Panel)

The following installments of principal (or portions thereof) of this Bond have been prepaid by the City, in accordance with the terms of the Ordinance authorizing the issuance of this Bond.

Date of Prepayment	Principal	Signature of Authorized Representative of DTC

(End of Form of Prepayment Panel)**

*(Form of Assignment for Bonds)

For value received, the undersigned hereby sells, assigns and transfer unto _____ the within Bond and hereby irrevocably constitutes and appoints _____ attorney, to transfer the same on the records kept for registration of the within Bond, with full power of substitution in the premises.

_____

Dated: _____

Signature Guaranteed:

_____

Name and address of transferee:

_____
_____
_____

Social Security or other tax identification number of transferee:

_____

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. Signature(s) must be guaranteed by an eligible guarantor institution as defined in 17 CFR Section 240.17Ad-15(a)(2).

(End of Form of Assignment for Bonds)*

ARTICLE IV

USE OF BOND PROCEEDS AND RESERVE FUNDS

Section 401. Disposition of Bond Proceeds. The proceeds of the Bonds upon the receipt thereof, at any time or from time to time, as follows:

A. First, an amount sufficient from the proceeds of the Bonds, together with other available moneys of the City, to establish an initial cash balance and to purchase the Federal Securities designated in the Escrow Agreement, if any, shall be deposited into the special account hereby created and designated as the " City of Las Vegas, Nevada, General Obligation (Limited Tax) Performing Arts Center Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2016A Escrow Account" (the "Escrow Account") held by the Escrow Agent to be used as provided in the Escrow Agreement and herein.

B. Second, the remaining proceeds of the Bonds shall be accounted for by deposit into a special account hereby created in the treasury of the City and designated as the " City of Las Vegas, Nevada, General Obligation (Limited Tax) Performing Arts Center Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2016A Cost of Issuance Account" (the "Cost of Issuance Account") and shall be applied solely to defray wholly or in part the costs of issuing the Bonds and establishing the Escrow Account, which the Council hereby determines are necessary and desirable and pertain to the Project. After the payment of such costs, any unexpended moneys remaining in the Cost of Issuance Account shall be deposited into the General Tax Principal Account hereinafter created for the payment of the principal of the Bonds as the same becomes due.

Section 402. Moneys for Project. All moneys received and held by the City for the Project from all sources and deposited in Cost of Issuance Account and except as herein otherwise expressly provided, shall be used and paid out solely for the purpose of defraying the Cost of the Project, including, without limitation, the costs of issuing the Bonds.

Section 403. Modifications in Project. The City reserves the right to make alterations, amendments, additions to and deletions from the Project before the withdrawal of all moneys accounted for in the Cost of Issuance Account, hereinabove created in Section 401 hereof.

Section 404. Prevention of Bond Default. The City shall use any Bond proceeds credited to the Cost of Issuance Account without further order or warrant, to pay the Bond

Requirements of the Bonds as the same become due whenever and to the extent moneys in the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Performing Arts Center Refunding Bonds (Additionally Secured by Pledged Revenues) Series 2016A Bond Fund," (the "Bond Fund") hereby created, or otherwise available therefor are insufficient for that purpose, unless the Bond proceeds shall be needed to defray obligations accrued and to accrue under any contracts then existing and relating to the Project. The Bond Fund shall be held by the Trustee. The Trustee shall deposit into the Bond Fund amounts set forth in Section 604 herein and any payments of principal of and interest on the County Revenue Bond which Bond is held the Trustee. The City Chief Financial Officer shall promptly notify the Mayor of any such use. Any moneys so used shall be restored to the Cost of Issuance Account, from the first Pledged Revenues thereafter received and not needed to meet the requirements provided in Sections 603 through 609 hereof.

Section 405. Completion of Project. When any amounts in the Cost of Issuance Account are no longer needed to pay the Cost of the Project as determined by the City Chief Financial Officer, the City Chief Financial Officer shall cause to be transferred to the Bond Fund all surplus moneys remaining in the Cost of Issuance Account, if any, except for any moneys designated by the City Chief Financial Officer to be retained to pay any unpaid accrued costs or contingent obligations and the sums so transferred shall be applied to the payment of the principal and interest due on the Bonds. Nothing herein:

A. Periodic Transfers. Prevents the City Chief Financial Officer from causing to be transferred from the Cost of Issuance Account to the Bond Fund any moneys which will not be necessary for the Project; nor

B. Limitations upon Transfers. Requires the transfer to the Bond Fund from the Cost of Issuance Account of any moneys in the Cost of Issuance Account derived from a source other than Bond proceeds.

Section 406. Purchaser Not Responsible. The validity of the Bonds shall not be dependent on nor be affected by the validity or regularity of any proceedings relating to the acquisition of the improvements, or any part thereof, or to the completion of the Project. The Purchaser of the Bonds, any associate thereof, and any subsequent owner of any Bonds shall in no manner be responsible for the application or disposal by the City or by any of its officers,

agents and employees of the moneys derived from the sale of the Bonds or of any other moneys herein designated.

Section 407. Lien on Bond Proceeds. Until proceeds of the Bonds are applied as hereinabove provided the Bond proceeds shall be subject to a lien thereon and pledge thereof for the benefit of the owners of the Bonds from time to time as provided in Section 601 hereof.

Section 408. Maintenance and Use of Escrow Account.

A. The Escrow Account shall be maintained by the City in an amount at the time of those initial deposits therein and at all times subsequently at least sufficient, together with the known minimum yield to be derived from the initial investment and any temporary reinvestment of the deposits therein or any part thereof in Federal Securities, to pay the interest due in connection with the Refunded Bonds, both accrued and not accrued, as the same become due up to and including the redemption date for the Refunded Bonds determined by the Chief Financial Officer (the "Refunded Bonds Redemption Date"), and to redeem on the Refunded Bonds Redemption Date all of the Refunded Bonds at a redemption price equal to the principal amount thereof, plus accrued interest to the Refunded Bonds Redemption Date.

B. Moneys shall be withdrawn from the Escrow Account in sufficient amounts and at such times to permit the payment of the principal and interest requirements of the Refunded Bonds on and before the Refunded Bonds Redemption Date and on the Refunded Bonds Redemption Date, the City shall conditionally call for prior redemption of all the Refunded Bonds. Any moneys remaining in the Escrow Account after provision shall have been made for the redemption in full of the Refunded Bonds shall be applied to any lawful purpose of the City as the Council may hereafter determine.

C. If for any reason the amount in the Escrow Account shall at any time be insufficient for the purposes of effecting the Project, the City shall forthwith from the first moneys available therefor deposit in the Escrow Account such additional moneys as shall be necessary to permit the payment in full of the principal, interest and redemption premium due in connection with the Refunded Bonds.

Section 409. Exercise of Option; Notice of Redemption.

A. The Council has elected and does hereby declare its intent to exercise on the behalf and in the name of the City its option to redeem the Refunded Bonds on the redemption date of April 1, 2019. After the Bonds are issued, the Council is hereby obligated so to exercise such option, which option shall be deemed to have been exercised when notice is duly given and completed forthwith after the issuance of the Bonds as herein provided or when conditional notice is duly given prior to the issuance of the Bonds.

B. The Chief Financial Officer or the Treasurer is authorized and directed to give a notice of prior redemption and defeasance of all the Refunded Bonds as set forth herein, in accordance with the provisions of the ordinance authorizing the issuance of the Refunded Bonds.

C. The notice of prior redemption and defeasance shall be given as required by the ordinance authorizing the issuance of the Refunded Bonds.

ARTICLE V

GENERAL TAXES

Section 501. General Tax Levies. Pursuant to NRS 350.596, the Bond Requirements of the Bonds falling due at any time when there are not on hand from General Tax levies sufficient funds to pay the same, shall be paid out of the general fund of the City or out of any other funds that may be available for such purpose. For the purpose of repaying any moneys so paid from any such fund or funds (other than any moneys available for the payment of such Bond Requirements on other than a temporary basis) and for the purpose of the payment thereafter of the Bonds and the interest thereon, there are hereby created the separate and special accounts known respectively as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Performing Arts Center Refunding Bonds (Additionally Secured by Pledged Revenues) Series 2016A, General Tax Principal Account" (the "General Tax Principal Account" or the "General Tax Principal Account") and as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Performing Arts Center Refunding Bonds (Additionally Secured by Pledged Revenues) Series 2016A, General Tax Interest Account" (the "General Tax Interest Account" or the "General Tax Interest Account"). Pursuant to NRS 350.592 and 350.594, there shall be levied immediately after the issuance of the Bonds and annually thereafter (if necessary to implement this Ordinance), and annually thereafter, until all of the Bond Requirements shall have been fully paid, satisfied and discharged, a General Tax on all property, both real and personal, subject to taxation within the boundaries of the City fully sufficient to reimburse such funds for such installments of Bond Requirements, together with the revenue which will result from application of the rate to the net proceeds of minerals, to pay the interest on the Bonds, and to pay and retire the same as hereinabove provided, and after there are made due allowances for probable delinquencies. The proceeds of the annual levies shall be duly credited to such separate accounts for the payment of the Bond Requirements, including any mandatory sinking fund payments pursuant to Section 303B hereof, if any. In the preparation of the annual budget or appropriation resolution or ordinance for the City, the City shall first make proper provisions through the levy of sufficient General Taxes for the payment of the interest on and the retirement of the principal of the bonded indebtedness of the City, including, without limitation, the Bonds, subject to the limitations imposed by NRS 361.453 and Section 2, Article 10, Nevada

Constitution, and the amount of money necessary for this purpose shall be a first charge against all the revenues received by the City.

Section 502. Priorities for Bonds. As provided in NRS 361.463 in any year in which the total General Taxes levied against the property in the City by all overlapping units within the boundaries of the City may exceed the limitation of $3.64 on each $100 of assessed valuation, or a lesser or greater amount fixed by the State board of examiners if the State board of examiners is directed by law to fix a lesser or greater amount for that Fiscal Year as provided in NRS 361.453, and it shall become necessary by reason thereof to reduce the levies made by any and all such units, the reductions so made shall be in General Taxes levied by such unit or units (including, without limitation, the City and the State) for purposes other than the payment of their bonded indebtedness, including interest thereon. The General Taxes levied for the payment of such bonded indebtedness and the interest thereon shall always enjoy a priority over General Taxes levied by each such unit (including, without limitation, the City and the State) for all other purposes where reduction is necessary in order to comply with the limitation of NRS 361.453.

Section 503. Correlation of Levies. Such General Taxes shall be levied and collected in the same manner and at the same time as other General Taxes are levied and collected, and the proceeds thereof for the Bonds shall be kept by the City in the General Tax Principal Account and in the General Tax Interest Account, which shall be used for no other purpose than the payment of principal of and interest on the Bonds, and any other Parity Securities issued in accordance with Section 911 hereof, respectively, as the same fall due.

Section 504. Use of General Fund. Any sums becoming due on the Bonds at any time when there are on hand from such tax levy or levies (and any other available moneys) insufficient funds to pay the same shall be promptly paid when due from general funds on hand belonging to the City, reimbursement to be made for such general funds in the amounts so advanced when the Taxes herein provided for have been collected, pursuant to NRS 350.596.

Section 505. Use of Other Funds. Nothing herein prevents the City from applying any funds (other than General Taxes) that may be available for that purpose to the payment of such interest or principal, as the same, respectively, mature, including, without limitation, the payment of the Bonds as provided in Section 604 hereof and elsewhere herein,

and upon such payments, the levy or levies herein provided may thereupon to that extent be diminished, pursuant to NRS 350.598.

Section 506. Legislative Duties. In accordance with NRS 350.592 and 361.463, it shall be the duty of the City annually, at the time and in the manner provided by law for levying other General Taxes of the City, if such action shall be necessary to effectuate the provisions of this Ordinance, to ratify and carry out the provisions hereof with reference to the levy and collection of General Taxes; and the City shall require the officers of the City to levy, extend and collect such General Taxes in the manner provided by law for the purpose of creating funds for the payment of the principal of the Bonds and interest thereon. Such General Taxes when collected shall be kept for and applied only to the payment of the principal of and the interest on the Bonds as hereinbefore provided.

Section 507. Appropriation of General Taxes. In accordance with NRS 350.602, there is hereby specially appropriated the proceeds of the General Taxes to the payment of such principal and interest; and such appropriations shall not be repealed nor the General Taxes postponed or diminished (except as herein otherwise expressly provided) until the principal of and interest on the Bonds have been wholly paid.

ARTICLE VI

ADMINISTRATION OF AND ACCOUNTING FOR PLEDGED REVENUES

Section 601. Pledge Securing Bonds. Subject only to the right of the City to cause amounts to be withdrawn to pay the Cost of the Project as provided herein, all of the Pledged Revenues and all moneys and securities paid or to be paid to or held or to be held in the Bond Fund and the Pledged Revenues Account, are hereby pledged to secure the payment of the Bond Requirements of the Bonds; and this pledge shall be valid and binding from and after the date of the first delivery of any Bonds, and the moneys, as received by the City and hereby pledged, shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing, or further act, and the lien of this pledge and the obligation to perform the contractual provisions hereby made shall have priority over any or all other obligations and liabilities of the City, except for the County Revenue Bond, the lien of which is prior and superior to the lien thereon of the Bonds, and any Outstanding Parity Securities, including the 2009 Bonds, the liens of which on all or a portion of the Pledged Revenues are on a parity with the lien thereon of the Bonds; the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City (except as herein otherwise provided) irrespective of whether such parties have notice thereof. The Trustee shall hold the County Revenue Bond for the benefit of the owners of the Bonds for so long as the Bonds and any Parity Securities or Subordinate Securities are Outstanding. Upon receipt by the Trustee of any payments of principal of and interest on the County Revenue Bond, the Trustee shall deposit such payments in the Bond Fund.

Section 602. Pledged Revenues Account Deposits. So long as any of the Bonds shall be Outstanding, as to any Bond Requirements, the entire Pledged Revenues, upon their receipt from time to time by or on behalf of the City, shall be set aside and credited to a special account created in the Interlocal Agreement and designated as the "Performing Arts Center Rental Car Fee Account" (the "Pledged Revenues Account"). Such Pledged Revenues Account shall be maintained by the City Chief Financial Officer separate and apart from all other City funds, including the Bond Fund. The City hereby agrees to make all payments of the principal of and interest on the County Revenue Bond when due from the funds available in the Pledged Revenues Account on behalf of the County in the priority set forth in Section 604 of this Ordinance.

Section 603. Administration of Pledged Revenues Account. So long as any of the Bonds hereby authorized shall be Outstanding, as to any Bond Requirements, each Fiscal Year the Pledged Revenues Account shall be administered, and the moneys on deposit therein shall be applied in the following order of priority, all as provided in Sections 604 through 609 hereof.

Section 604. Superior Bond Funds and Bond Fund Payments.

A. First, from any moneys in the Pledged Revenues Account, i.e., from the Pledged Revenues, there shall be credited to any bond fund created to pay the principal of, interest on and prior redemption premiums, if any, due on the County Revenue Bond:

(1) Monthly, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor from whatever source, to pay the next maturing installment of interest on the Superior Securities, and monthly thereafter, commencing on each interest payment date, one-sixth of the amount necessary, together with any other moneys from time to time available therefor and on deposit therein from whatever source, to pay the next maturing installment of interest on the Superior Securities then Outstanding.

(2) Monthly, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor from whatever source, to pay the next installment of principal of the Superior Securities coming due at maturity, and monthly thereafter, commencing on each principal payment date, one-twelfth of the amount necessary, together with any other moneys from time to time available therefor and on deposit therein from whatever source, to pay the next installment of principal of the Superior Securities coming due at maturity, or, if any, an amount sufficient to pay the principal of, interest on and any prior redemption premiums due on the Outstanding Superior Securities.

B. Second, subject to the provisions of Section 606 hereof, the following transfers shall be credited to the Bond Fund concurrently with the payments required for the Bonds and any Parity Securities into the bond funds therefor, as required by the ordinances authorizing those Parity Securities:

(1) Monthly, commencing on the first of the month following the date of the closing of the Bonds, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor from whatever source, to pay the

next maturing installment of interest on the Bonds, and monthly thereafter, commencing on each Interest Payment Date, one-sixth of the amount necessary, together with any other moneys from time to time available therefor and on deposit therein from whatever source, to pay the next maturing installment of interest on the Bonds then Outstanding.

(2) Monthly, commencing one year before the first principal maturity date of the Bonds, an amount in equal monthly installments necessary, together with any other moneys from time to time available therefor from whatever source, to pay the next installment of principal of the Bonds coming due at maturity, and monthly thereafter, commencing on each principal payment date, one-twelfth of the amount necessary, together with any other moneys from time to time available therefor and on deposit therein from whatever source, to pay the next installment of principal of the Bonds coming due at maturity, or pursuant to Section 303B hereof, if any.

The moneys credited to the Bond Fund shall be used to pay the Bond Requirements of the Bonds as the Bond Requirements become due, including any mandatory sinking fund payments pursuant to Section 303B hereof, if any.

Section 605. Termination of Deposits. No payment need be made into the Bond Fund, if the amount in the Bond Fund totals a sum at least equal to the entire amount of the Outstanding Bonds as to all Bond Requirements, to their respective maturities, and both accrued and not accrued, in which case moneys in that account in an amount at least equal to such Bond Requirements shall be used solely to pay such Bond Requirements as the same become due; and any moneys in excess thereof in those two accounts and any other moneys derived from the Pledged Revenues shall be applied as hereafter provided.

Section 606. Payment of Additional Securities. Third, and subject to the provisions hereinabove in this Article, but either prior to, concurrently with or subsequent to the payments required by Section 604 hereof, as provided in Article VIII hereof, any moneys remaining in the Pledged Revenues Account may be used by the City for the payment of additional bonds or other additional securities payable from the Pledged Revenues and hereafter authorized to be issued in accordance with Article VIII and any other provisions herein supplemental thereto, including reasonable reserves for such securities, as the same accrue. The lien of such additional bonds or other additional securities on the Pledged Revenues and the pledge thereof for the payment of such additional securities shall be superior to, on a parity with

or subordinate to the lien and pledge of the Bonds as herein provided. Payments for bond and reserve funds for the Bonds and additional Parity Securities shall be made concurrently with the payments for the Bonds required by Section 604 hereof, but payments for bond and reserve funds for additional Subordinate Securities shall be made after the payments required by Sections 604 and this section for Superior and Parity Securities.

Section 607. Payment of Rebate for County Revenue Bond. Fourth, and subject to the provisions hereinabove in this Article, there shall be transferred into the rebate funds for the County Revenue Bond, such amounts as are required to be deposited therein to meet the County's obligations in accordance with Section 148(f) of the Tax Code.

Section 608. Payment of Rebate. Fifth, and subject to the provisions hereinabove in this Article, there shall be transferred into the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Performing Arts Center Refunding Bonds (Additionally Secured by Pledged Revenues) Series 2016A, Rebate Account" hereby created and held by the City and any rebate funds for any Parity Securities, after making in full the monthly deposits required by Sections 604 and 606, but prior to the transfer of any Pledged Revenues to any rebate funds for any Subordinate Securities, such amounts as are required to be deposited therein to meet the City's obligations under the covenant contained in Section 919 hereof, in accordance with Section 148(f) of the Tax Code. Amounts in the Rebate Account shall be used for the purpose of making the payments to the United States required by such covenant and Section 148(f) of the Tax Code. Any amounts in the Rebate Account in excess of those required to be on deposit therein by Section 919 hereof and Section 148(f) of the Tax Code may be withdrawn therefrom and used for any lawful purpose relating to the Project. The Trustee is not responsible for any compliance, calculations or payments required in accordance with Section 148(f) of the Tax Code.

Section 609. Use of Remaining Revenues. After the payments hereinabove required to be made in this Article VI are made, any remaining Pledged Revenues in the Pledged Revenues Account may be used at any time during any Fiscal Year whenever in the Fiscal Year there shall have been credited to the Bond Fund and to each other bond fund and reserve fund, if any, for the payment of any other securities payable from the Pledged Revenues, all amounts required to be deposited in those special accounts for such portion of the Fiscal Year, as

hereinabove provided in this Article, for any one or any combination of lawful purposes relating to the Project, or otherwise, as the City may from time to time determine.

ARTICLE VII

GENERAL ADMINISTRATION

Section 701. Administration of Accounts. The special accounts designated in Articles IV and VI hereof shall be administered as provided in this Article.

Section 702. Places and Times of Deposits. Each of the special accounts hereinabove designated in Articles IV and VI hereof shall be maintained as a book account and kept separate from all other accounts as a trust account solely for the purposes herein designated therefor, and the moneys accounted for in such special book accounts shall be deposited in one bank account or more in a commercial bank or commercial banks as determined and designated by the City (except as otherwise expressly stated herein). Nothing herein prevents the commingling of moneys accounted for in any two or more book accounts relating to the Project or any other City accounts in any bank account or any investment in securities hereunder. Each bank account shall be continuously secured to the fullest extent required or permitted by the laws of the State for the securing of public funds and shall be irrevocable and not withdrawable by anyone for any purpose other than the respective designated purposes. Each periodic payment shall be credited to the proper book account not later than the date therefor herein designated, except that when any such date shall be a Saturday, a Sunday or a legal holiday, then the payment shall be made on or before the next preceding secular day. Notwithstanding any other provision herein to the contrary, moneys sufficient to pay the Bond Requirements then coming due on the Outstanding Bonds shall be deposited with the Trustee at least on the day of each Interest Payment Date herein designated and, in any event, in sufficient time to make timely payment of such Bond Requirements.

Section 703. Investment of Moneys. Any moneys in any account designated in Articles IV and VI hereof, and not needed for immediate use, may be invested or reinvested by the City in any investments permitted under the laws of the State. For the purpose of any such investment or reinvestment, the securities shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such obligations.

Any monies held in the Bond Fund shall, on instructions signed by the Chief Financial Officer or his/her designee, be invested in investments permitted under the laws of the State as directed by the City. If the City fails to give such direction to the Trustee, monies in the

Bond Fund shall remain uninvested. All investments authorized for the City under State law shall mature or be redeemable on a date or dates prior to the time when the monies so invested will be required for expenditure. The Trustee shall sell and reduce to cash a sufficient portion of such investments whenever the cash balance in the Bond Fund is insufficient for the purposes of such Fund. The Trustee may make any and all investments permitted by the provisions of this Section through its trust or bond departments. The City acknowledges that regulations of the Comptroller of the Currency grant the City the right to receive brokerage confirmations of the security transactions under this Ordinance as they occur. The City agrees that no brokerage confirmations need to be sent by the Trustee relating to the security transactions under this Ordinance as they occur.

Any investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the Fund from which the investment was made. Any loss resulting from such investments shall be charged to such Fund. The Trustee shall not be liable or responsible for the making of any investment authorized by the provisions of this Section in the manner provided in this Section or for any loss from any such investment so made.

Section 704. Required and Permissive Investments. The City shall not have any obligation to make any investment or reinvestment hereunder, unless any moneys on hand and accounted for in any one account exceeds $5,000 and at least $5,000 therein will not be needed for a period of not less than 60 days. In that event the City shall invest or reinvest in securities to the extent practicable not less than substantially all the amount which will not be needed during such 60-day period, except for any moneys on deposit in an interest-bearing account in any commercial bank, regardless of whether such moneys are evidenced by a certificate of deposit or otherwise, pursuant to Section 707 hereof. The City may invest or reinvest any moneys on hand at any time as provided in Section 703 hereof even though the City is not obligated to do so.

Section 705. Accounting for Investments. The securities purchased as an investment or reinvestment of moneys in any such account shall be deemed at all times to be a part of the account and held in trust therefor. Except as herein otherwise provided, any interest or other gain in any account resulting from any such investments and reinvestments in securities and from any deposits of moneys in any commercial bank pursuant to this Article shall be credited to that account, and any loss in any account resulting from any such investments and reinvestments in securities and from any such deposits in any commercial bank shall be charged

or debited to that account. No loss or profit in any account on any investments or reinvestments in securities or any certificates of deposit shall be deemed to take place as a result of fluctuations in the market quotations of the investments, reinvestments or certificates before the sale or maturity thereof. In the computation of the amount in any account for any purpose hereunder, except as herein otherwise expressly provided, securities and certificates of deposit shall be valued at the cost thereof (including any amount paid as accrued interest at the time of purchase of the obligation) and other bank deposits shall be valued at the amounts deposited, exclusive of any accrued interest or any other gain to the City until such gain is realized. The expenses of purchase, safekeeping, sale and all other expenses incident to any investment or reinvestment of moneys pursuant to this Article shall be accounted for as an expense of the Project and charged to the Cost of Issuance Account.

Section 706. Redemption or Sale of Investment Securities. The City shall present for redemption at maturity or sale on the prevailing market at the best price obtainable any securities and certificates of deposit so purchased as an investment or reinvestment of moneys in any account whenever it shall be necessary to do so in order to provide moneys to meet any withdrawal, payment or transfer from such account.

Section 707. Character of Funds. The moneys in any account herein authorized shall consist either of lawful money of the United States or permitted securities, or both. Moneys deposited in a demand or time deposit account in or evidenced by a certificate of deposit of any commercial bank pursuant to Section 703 hereof, appropriately secured according to the laws of the State, shall be deemed lawful money of the United States.

Section 708. No Accelerated Payments. Nothing contained in Article VI hereof (i) permits the acceleration of the payment of principal on the Bonds as a result of an event of default hereunder or (ii) prevents the accumulation in any account herein designated of any monetary requirements at a faster rate than the rate or minimum rate provided in Article VI therefor, as the case may be; but no payment shall be so accelerated if such acceleration shall cause the City to default in the payment of any obligation of the City relating to the Pledged Revenues or the Project. Nothing contained herein, in connection with the Pledged Revenues received in any Fiscal Year, requires the accumulation in any account for the payment of Bond Requirements due in connection with any series of bonds or other securities payable from the Pledged Revenues and heretofore, herein or hereafter authorized, in excess of the Bond

Requirements required to be accumulated in that fiscal year, and of any reserves required to be accumulated and maintained therefor, and of any existing deficiencies, and payable from such account, as the case may be, except as may be otherwise provided in Section 604 or elsewhere herein.

Section 709. Payment of Securities Requirements. The moneys credited to any account designated in Article VI hereof for the payment of the Bond Requirements due in connection with any series of bonds or other securities payable from the Pledged Revenues and heretofore, herein or hereafter authorized shall be used, without requisition, voucher, warrant or further order or authority (other than is contained herein), or any other preliminaries, to pay promptly the Bond Requirements payable from such account as such bonds or other securities become due, upon the respective Interest Payment Dates and Redemption Dates, if any, on which the City is obligated to pay the bonds or other securities, or upon the respective interest payment and maturity dates of such bonds or other securities, as provided therefor herein or otherwise, except to the extent any other moneys are available therefor, including, without limitation, moneys accounted for in the Bond Fund.

Section 710. Payment of Redemption Premiums. Notwithstanding any other provision herein, this Ordinance requires the accumulation in any account designated in Article VI hereof for the payment of any series of bonds or other securities payable from the Pledged Revenues of amounts sufficient to pay not only the principal thereof and interest thereon payable from such account but also the prior redemption premiums due in connection therewith, if any, as the same become due, whenever the City shall have exercised or shall have obligated itself to exercise a prior redemption option relating thereto, except to the extent provision is otherwise made therefor, if any prior redemption premium is due in connection therewith. In that event moneys shall be deposited into such account in due season for the payment of all such Bond Requirements without default as the same become due.

ARTICLE VIII

SECURITIES LIENS AND ADDITIONAL SECURITIES

Section 801. Lien of the Bonds. The Bonds authorized herein constitute an irrevocable lien (but not necessarily an exclusive lien) upon the Pledged Revenues, subject to and after the superior lien upon such Pledged Revenues of the County Revenue Bond.

Section 802. Equality of Bonds. The Bonds and any Parity Securities hereafter authorized to be issued and from time to time Outstanding are equally and ratably secured by a lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues, regardless of the time or times of the issuance of the Bonds and any other such securities, it being the intention of the City that there shall be no priority among the Bonds and any such Parity Securities, regardless of the fact that they may be actually issued and delivered at different times.

Section 803. Issuance of Parity Securities. Nothing herein, subject to the limitations stated in Sections 811 and 812 hereof, prevents the issuance by the City of additional bonds or other additional securities payable from all or a portion of the Pledged Revenues and constituting a lien thereon on a parity with, the lien thereon of the Bonds, nor prevents the issuance of bonds or other securities refunding all or a part of the Bonds (or funding or refunding any other then Outstanding securities payable from Pledged Revenues), except as provided in Sections 807 through 812 hereof; but before any such additional Parity Securities are authorized or actually issued (excluding any Parity Securities which are refunding securities other than any securities refunding Subordinate Securities, as permitted in Section 810C hereof):

A. Absence of Default. At the time of the adoption of the supplemental instrument authorizing the issuance of the additional securities, the City shall not be in default in making any payments required by Sections 604 or 606 hereof with respect to any Parity Securities.

B. Earnings Test. Except as hereinafter otherwise provided: (1) the Pledged Revenues derived in the Fiscal Year immediately preceding the date of the issuance of the additional Parity Securities shall have been at least sufficient to pay an amount equal to the combined maximum annual principal and interest requirements (to be paid during any one Bond Year, commencing with the Bond Year in which the additional Parity Securities are issued and ending on the Bond Year in which any then Outstanding Bonds last mature) of the Outstanding

Bonds and any other Outstanding Parity Securities of the City and the bonds or other securities proposed to be issued (excluding the reserves therefor); or, (2) the Pledged Revenues estimated by the City Chief Financial Officer, independent feasibility consultant or an Independent Accountant to be derived in the first five Fiscal Years immediately succeeding the issuance of the other additional Parity Securities proposed to be issued, shall be at least equal to such annual principal and interest requirements to be paid during such Fiscal Years.

C. Adjustment of Pledged Revenues. In any computation of such earnings test as to whether or not additional Parity Securities may be issued as provided in subsection B of this Section, the amount of the Pledged Revenues for the next preceding Fiscal Year shall be decreased and may be increased by the amount of any loss or gain conservatively estimated by the City Chief Financial Officer, independent feasibility consultant or Independent Accountant making the computations under this Section, which loss or gain results from any change in rate of levy of the taxes and impositions provided in the 2003 Act, the 2005 Act and the Interlocal Agreement which will result in a change in the amount of Pledged Revenues which change took effect during the next preceding Fiscal Year or thereafter prior to the issuance of such Parity Securities, as if such modified rate shall have been in effect during the entire next preceding Fiscal Year, if such change shall have been made before the computation of the designated earnings test but made in the same Fiscal Year as the computation is made or in the next preceding Fiscal Year.

Section 804. Certification of Revenues. A written certification or written opinion by the City Director of Finance, an independent feasibility consultant or an Independent Accountant, based upon estimates thereby as provided in Section 803B and Section 803C hereof, that the annual revenues when adjusted as hereinabove provided in Section 803C hereof, are sufficient to pay such amounts as provided in Section 803B hereof, shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver additional Parity Securities.

Section 805. Subordinate Securities Permitted. Nothing herein, subject to the limitations stated in Sections 811 and 812 hereof, prevents the City from issuing additional Subordinate Securities payable from all or a portion of the Pledged Revenues having a lien thereon subordinate, inferior and junior to the lien thereon of the Bonds.

Section 806. Superior Securities Prohibited by City. Nothing herein, subject to the requirements stated in this Article VIII hereof, permits the City to issue additional Superior Securities payable from all or a portion of the Pledged Revenues having a lien thereon prior and superior to the lien thereon of the Bonds without the consent of the County.

Section 807. Issuance of Refunding Securities. At any time after the Bonds, or any part thereof, are issued and remain Outstanding, if the City shall find it desirable to refund any Outstanding Bonds or other Outstanding securities payable from and constituting a lien upon any Pledged Revenues, such Bonds or other securities, or any part thereof, may be refunded only if the Bonds or other securities at the time or times of their required surrender for payment shall then mature or shall be then callable for prior redemption for the purpose of refunding them at the City's option upon proper call, unless the owner or owners of all such Outstanding Bonds or other securities consent to such surrender and payment, regardless of whether the priority of the lien for the payment of the refunding securities on the Pledged Revenues is changed (except as provided in Sections 806 and 808 through 812 hereof).

Section 808. Partial Refundings. The refunding bonds or other refunding securities so issued, unless issued as subordinate securities, shall enjoy complete equality of lien with the portion of any securities of the same issue which is not refunded, if there is any; and the owner or owners of the refunding securities shall be subrogated to all of the rights and privileges enjoyed by the owner or owners of the unrefunded securities of the same issue partially refunded by the refunding securities.

Section 809. Limitations Upon Refundings. Any refunding bonds or other refunding securities payable from any Pledged Revenues shall be issued with such details as the City may by instrument provide, subject to the provisions of Sections 811 and 812 hereof, and subject to the inclusion of any such rights and privileges designated in Section 808 hereof, but without any impairment of any contractual obligation imposed upon the City by any proceedings authorizing the issuance of any unrefunded portion of the Outstanding securities of any one or more issues (including, without limitation, the Bonds).

Section 810. Protection of Securities Not Refunded. If only a part of the Outstanding Bonds and other Outstanding securities of any issue or issues payable from the Pledged Revenues is refunded, then such securities may not be refunded without the consent of the owner or owners of the unrefunded portion of such securities:

A. Requirements Not Increased. Unless the refunding securities do not increase for any Bond Year the annual principal and interest requirements evidenced by the refunding securities and by the Outstanding securities not refunded on and before the last maturity date or last Redemption Date, if any, whichever is later, if any, of the unrefunded securities, and unless the lien of any refunding bonds or other refunding securities on the Pledged Revenues is not raised to a higher priority than the lien thereon of the bonds or other securities thereby refunded; or

B. Subordinate Lien. Unless the lien on any Pledged Revenues for the payment of the refunding securities is subordinate to each such lien for the payment of any securities not refunded; or

C. Default and Earnings Test. Unless the refunding bonds or other refunding securities are issued in compliance with Section 803 hereof (including subsections A through C thereof) and Section 804 hereof.

Section 811. Payment Dates of Additional Securities. Any additional Superior Securities or Parity Securities (including, without limitation, any funding or refunding securities) issued in compliance with the terms hereof shall bear interest payable at the times and shall mature on the dates designated by the City in the Supplemental Ordinance authorizing such securities as provided in Section 812 hereof.

Section 812. Supplemental Ordinance. Additional bonds or other additional securities payable from the Pledged Revenues shall be issued only after authorization thereof by a supplemental instrument of the City stating the purpose or purposes of the issuance of the additional bonds or other additional securities, directing the application of the proceeds thereof to such purpose or purposes, directing the execution thereof, and fixing and determining the date, principal amount, maturity or maturities, designation and numbers thereof, the maximum rate or rates of interest to be borne thereby, any prior redemption privileges of the City with respect thereto and other provisions thereof not in conflict with this Ordinance. All additional bonds or other additional securities shall bear such date, shall bear such numbers and series designation, letters or symbols prefixed to their numbers distinguishing them from each other security, shall be payable at such place or places at such times, may be subject to redemption prior to maturity on such terms and conditions, and shall bear interest at such rate or at such different and varying rates per annum, as may be fixed by instrument or other document of the City.

ARTICLE IX

MISCELLANEOUS PROTECTIVE COVENANTS

Section 901. General. The City hereby particularly covenants and agrees with the owners of the Bonds and makes provisions which shall be a part of its contract with such owners to the effect and with the purposes set forth in the following provisions and sections of this article.

Section 902. Performance of Duties. The City shall faithfully and punctually perform or cause to be performed all duties with respect to the Pledged Revenues and the Project required by the Constitution and laws of the State and the various resolutions, ordinances and other instruments of the City, including, without limitation, the proper segregation of the proceeds of the Bonds and the Pledged Revenues and their application from time to time to the respective accounts provided therefor.

Section 903. Further Assurances. At any and all times the City, except when otherwise required by law, shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, the Pledged Revenues, and other moneys and accounts hereby pledged or assigned, or which the City may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Ordinance and to comply with the Project Act, the Bond Act and all laws supplemental thereto. The City shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Pledged Revenues and other moneys and accounts pledged hereunder and all the rights of every owner of any Bonds against all claims and demands of all Persons whomsoever.

Section 904. Conditions Precedent. Upon the date of issuance of any Bonds, all conditions, acts and things required by the Constitution or statutes of the State, including without limitation, the Project Act and the Bond Act, or this Ordinance, to exist, to have happened, and to have been performed precedent to or in the issuance of the Bonds shall exist, have happened, and have been performed; and the Bonds, together with all other obligations of the City, shall not contravene any debt or other limitation prescribed by the State Constitution or statutes.

Section 905. Covenant to Perform. The City shall observe and perform all of the terms and conditions contained in this Ordinance and the Project Act, the Bond Act and all laws supplemental thereto and shall comply with all valid acts, rules, regulations, orders and directives of any legislative, executive, administrative of judicial body applicable to the Project, to any such other facilities, or to the City.

Section 906. Protective Security. The City and the officers, agents and employees of the City shall not take any action in such manner or to such extent as might prejudice the security for the payment of the Bond Requirements of the Bonds and any other securities payable from the Pledged Revenues according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of any owner of any Bond or other security payable from the Pledged Revenues might be prejudicially and materially impaired or diminished.

Section 907. Accumulation of Interest Claims. In order to prevent any accumulation of coupons or claims for interest after maturity, the City shall not directly or indirectly extend or assent to the extension of the time for the payment of any coupon or claim for interest on any of the Bonds or any other securities payable from the Pledged Revenues; and the City shall not directly or indirectly be a party to or approve any arrangements for any such extension or for the purpose of keeping alive any of such coupons or other claims for interest. If the time for the payment of any such coupons or of any other such installment of interest shall be extended in contravention of the foregoing provisions, such coupon or installment or installments of interest after such extension or arrangement shall not be entitled in case of default hereunder to the benefit or the security of this Ordinance, except upon the prior payment in full of the principal of all Bonds and any such other securities then Outstanding and of all matured interest on such securities the payment of which has not been extended.

Section 908. Prompt Payment of Bonds. The City shall promptly pay the Bond Requirements of every Bond issued hereunder and secured hereby at the places, on the dates, and in the manner specified herein and in the Bonds according to the true intent and meaning hereof.

Section 909. Use of Bond Fund. The Bond Fund shall be used solely, and the moneys credited to such account are hereby pledged, for the purpose of paying the Bond Requirements of the Bonds, subject to the provisions concerning surplus moneys in Sections 605, 607 and 1001 hereof.

Section 910. Additional Securities. Any other securities hereafter authorized to be issued and payable from the Pledged Revenues shall not hereafter be issued, unless the additional securities are also issued in conformance with the provisions of Articles VI and VIII hereof.

Section 911. Other Liens. Other than as provided herein, there are no liens or encumbrances of any nature whatsoever on or against the Project, or any part thereof, or on or against the Pledged Revenues derived or to be derived.

Section 912. Corporate Existence. The City shall maintain its corporate identity and existence so long as any of the Bonds remain Outstanding, unless another body corporate and politic by operation of law succeeds to the powers, privileges, rights, liabilities, disabilities, duties and immunities of the City and is obligated by law to fix and collect the Pledged Revenues as herein provided without adversely affecting to any substantial degree at any time the privileges and rights of any owner of any Outstanding Bond.

Section 913. Report of Chief Financial Officer. If the City defaults in paying promptly the Bond Requirements of the Bonds and any other securities payable from the Pledged Revenues as the same fall due, or in the keeping of any covenants herein contained, and if such default continues for a period of 60 days, or if the Pledged Revenues in any Fiscal Year fail to equal at least the amount of the Bond Requirements of the Outstanding Bonds and any other securities (including all reserves therefor specified in the authorizing proceedings) payable from the Pledged Revenues in any such Bond Year, the City Chief Financial Officer shall (a) submit to the Council a report on such deficiency and a proposal setting forth a plan to produce Pledged Revenues in the following Fiscal Year sufficient to pay such amounts, to the extent practicable and (b) submit to the Council quarterly reports on the progress made in implementing the plan so long as such default continues or so long as the Pledged Revenues are less than the amount hereinabove designated in this Section.

Section 914. Budgets. The City and officials of the City shall annually and at such other times as may be provided by law prepare and adopt a budget relating to the Project.

Section 915. Records. So long as any of the Bonds and any other securities payable from the Pledged Revenues remain Outstanding, proper records of record and account shall be kept by the City, separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the Project or the Pledged Revenues,

or to both. Such records shall include (but not necessarily be limited to) monthly records showing:

A. Receipts. The revenues received from the Pledged Revenues, and

B. Expenses. A detailed statement of the expenditures from the Pledged Revenues.

Section 916. Maintenance and Inspection of Records. All requisitions, requests, certificates, opinions and other documents received by any individual on behalf of the City in connection with the Project under the provisions of this Ordinance shall be retained in the City's official records. Any owner of any of the Bonds or any other securities payable from the Pledged Revenues, or any duly authorized agent or agents of such owner, shall have the right at all reasonable times to inspect all records, accounts and data relating thereto, concerning the Project and the Pledged Revenues, to make copies of such records, accounts and data.

Section 917. Tax Levies. The City annually shall levy, or cause to be levied, General Taxes on all taxable property in the City fully sufficient to pay the Bond Requirements of Outstanding Bonds (and any other indebtedness or other obligations of the City), except to the extent other revenues are available therefor, including, without limitation, the Pledged Revenues pledged for the payment of the Bonds, as the Bond Requirements accrue, reasonable allowance being made for delinquent tax collections anticipated at the time of each levy, at the time and in the manner provided by law for levying other Taxes; and the City and the Council shall require the officers of the City to levy, extend, and collect General Taxes in the manner provided by law for the purpose of creating funds for the payment of the Bond Requirements of the Bonds, other indebtedness, or general obligations. General Taxes for the Bonds, when collected, shall be kept for and applied only to the payment of the Bond Requirements of the Bonds, as herein provided.

Section 918. Completion of Project. The City, with the proceeds derived from the sale of the Bonds and any other available moneys, shall proceed to cause the Project to be effected without delay to the best of the City's ability and with due diligence, as herein provided.

Section 919. Tax Covenant. The City covenants for the benefit of the owners of the Bonds that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the City or any project financed with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, or (ii)

would cause interest on the Bonds 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 adjustment applicable to corporations under 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 Bonds until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code have been met.

Section 920. Continuing Disclosure Undertaking. The City covenants for the benefit of the holders and beneficial owners of the Bonds to comply with the provisions of the final Continuing Disclosure Certificate in substantially the form now on file with the Chief Financial Officer.

ARTICLE X

MISCELLANEOUS

Section 1001. Defeasance. When all Bond Requirements of any Bond has been duly paid, the pledge and lien and all obligations hereunder shall thereby be discharged and that Bond shall no longer be deemed to be Outstanding within the meaning of this Ordinance. There shall be deemed to be due payment of any Outstanding Bond 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 Federal Securities in which such amount wholly or in part may be initially invested) to meet all Bond Requirements of the Bond or other security, as the same become due to the final maturity of the Bond or other security, or upon any Redemption Date as of which the City shall have exercised or shall have obligated itself to exercise its prior redemption option by a call of the Bond or other security for payment then. 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 owners thereof to assure availability as so 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 1002. Delegated Powers. The Mayor, the Clerk, Chief Financial Officer and Treasurer of the City, and other officers and agents of the City hereby are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limitation:

A. Printing Bonds. The printing of the Bonds, including, without limitation, a statement of insurance, if applicable, pertaining to the Bonds; and

B. Final Certificates. The execution of such certificates as may be reasonably required by the Purchaser, relating, inter alia, to

(1) The signing of the Bonds,

(2) The tenure and identity of the officials of the City,

(3) The delivery of the Bonds and the receipt of the bond purchase price,

(4) The exclusion of the interest on the Bonds from gross income for federal income tax purposes,

(5) If it is in accordance with fact, the absence of litigation, pending or threatened, affecting the validity therefor,

(6) The accuracy and completeness of the statements made in the Final Official Statement,

(7) The assembly and dissemination of financial and other information concerning the City and the Bonds, and

(8) The execution by the Chief Financial Officer of the Certificate of the Chief Financial Officer, the Continuing Disclosure Certificate and other documents required for the issuance of the Bonds.

Section 1003. Statute of Limitations. No action or suit based upon the Bonds or other obligation of the City shall be commenced after it is barred by any statute of limitations relating thereto. Any trust or fiduciary relationship between the City and the owner of any Bonds or other obligee regarding any such other obligation shall be conclusively presumed to have been repudiated on the maturity date or other due date thereof unless the Bonds are presented for payment or demand for payment of any such other obligation is otherwise made before the expiration of the applicable limitation period. Any moneys from whatever source derived remaining in any account reserved, pledged or otherwise held for the payment of any such obligation, action or suit for the collection of which has been barred, shall revert to the Pledged Revenues Account, unless the City shall otherwise provide by instrument of the City. Nothing herein prevents the payment of any such obligation after any action or suit for its collection has been barred if the City deems it in the best interests of the public to do so and orders such payment to be made.

Section 1004. Evidence of Ownership. Any request, consent or other instrument which this Ordinance may require or may permit to be signed and to be executed by the owner of any Bonds or other securities may be in one or more instruments of similar tenor and shall be signed or shall be executed by each such owner in person or by his or her attorney appointed in writing. Proof of the execution of any such instrument or of an instrument appointing any such attorney, or the holding by any Person of the securities, shall be sufficient for any purpose of this Ordinance (except as otherwise herein expressly provided) if made in the following manner, but

the City may, nevertheless, in its discretion require further or other proof in cases when it deems the same desirable:

A. Proof of Execution. The fact and the date of the execution by any owner of any Bonds or other securities or his or her attorney of such instrument may be provided by the certificate, which need not be acknowledged or verified, of an officer of a bank or trust company satisfactory to the Trustee or of and notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the individual signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before the notary public or other officer; the authority of the individual or individuals executing any such instrument on behalf of a corporate owner of any securities may be established without further proof if the instrument is signed by an individual purporting to be the president or a vice president of the corporation with a corporate seal affixed and attested by an individual purporting to be its secretary or an assistant secretary; and the authority of any Person or Persons executing any such instrument in any fiduciary or representative capacity may be established without further proof if the instrument is signed by a Person or Persons purporting to act in such fiduciary or representative capacity; and

B. Proof of Ownership. The ownership of any of the Bonds or other securities held by any Persons executing any instrument as a holder of securities, and the numbers, date and other identification thereof, together with the date of his or her holding the securities, shall be proved by the registration records at the City kept by the Trustee.

Section 1005. Warranty upon Issuance of Bonds. Any Bonds authorized as herein provided, when duly executed and delivered for the purpose provided for in this Ordinance shall constitute a warranty by and on behalf of the City for the benefit of each and every future holder of any of the Bonds that the Bonds have been issued for a valuable consideration in full conformity with law.

Section 1006. Immunities of Purchaser. The Purchaser and any associate thereof are under no obligation to any holder of the Bonds for any action that they may or may not take or in respect of anything that they may or may not do by reason of any information contained in any reports or other documents received by them under the provisions of this Ordinance. The immunities and exemptions from liability of the Purchaser and any associate thereof hereunder extend to their partners, directors, successors, employees and agents.

Section 1007. Police Power. Nothing herein prohibits or otherwise limits or inhibits the exercise by the Federal Government, the State, any agency thereof or any public body thereof, including, without limitation, the City, of the police power, i.e., essential governmental powers for the public welfare. The provisions hereof are subject to any proper exercise hereafter of the police power thereby. The City cannot contract away the police power thereof nor limit or inhibit by contract the proper exercise of the police power thereby, and this Ordinance does not purport to do so.

Section 1008. Appointment of Trustee, Paying Agent and Registrar. The Chief Financial Officer is hereby authorized to appoint the Trustee to act as trustee, paying agent and registrar hereunder. The Trustee shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by executing the certificate of authentication endorsed upon the Bonds; and the Trustee shall be deemed to have accepted such duties and obligations not only with respect to the Bonds so authenticated, but also with respect to all the bonds thereafter to be issued hereunder.

Section 1009. Resignation of Trustee. The Trustee, or any successor thereof, may at any time resign and be discharged of its duties and obligations hereunder by giving not less than 60 days' written notice to the City. Such resignation shall take effect upon the day specified in such notice unless previously a successor shall have been appointed by the City or holders of Bonds as herein provided, in which event such resignation shall take effect immediately on the appointment of such successor.

Section 1010. Removal of Trustee. The Trustee, or any successor thereof, may be removed at any time by the City upon the direction of the Chief Financial Officer, as long as the City is not in default pursuant to the terms of this Ordinance or any other instrument authorizing the issuance of Parity Securities, and at any time by the holders of a majority in principal amount of the Bonds then Outstanding, by an instrument or concurrent instruments in writing signed and acknowledged by such holders of the Bonds or by their attorneys-in-fact duly authorized and delivered to the City. Copies of each such instrument shall be delivered by the City to the Trustee and to any successor thereof.

Section 1011. Successor Trustee. In case the Trustee, or any successor thereof, shall resign or shall be removed or shall become incapable of acting or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator thereof or of its property shall be

appointed, or if any public officer shall take charge or control thereof or of its property or affairs, a successor may be appointed by the City, or in the case of removal of the Trustee by the holders, a successor may be appointed by the City Chief Financial Officer or the holders of a majority in principal amount of the then Outstanding Bonds, by the insurer of the Bonds, if any, by an instrument or concurrent instruments in writing signed and acknowledged by the City Chief Financial Officer or such holders of such Parity Securities or by their attorneys-in-fact duly authorized and delivered to the City. Pending such appointment, the City Chief Financial Officer shall forthwith appoint a successor to act until such appointment is made. Copies of each such instrument and of any instrument of the City providing for any such appointment shall be delivered by the City to the successor and to the predecessor Trustee. If no appointment of a successor shall be made within 30 days after the Trustee has been removed or resigned or after the occurrence of any other event requiring or authorizing such appointment, any holder of the Bonds or the Trustee may apply to any court of competent jurisdiction for the appointment of such a successor, and the court thereupon after such notice, if any, as the court may deem proper and may prescribe, may appoint such successor. Any successor appointed under the provisions of this section shall be a trust bank and willing and able to accept the appointment on reasonable and customary terms and authorized by law to perform all the duties required by this Ordinance. No resignation or removal of the Trustee shall become effective until a successor has been appointed and has accepted the duties of the Trustee has transferred the custody of the County Revenue Bond to the successor trustee. The insurer of the Bonds, if any, shall be furnished with written notice of the resignation or removal of the Trustee and the appointment of any successor thereto.

Section 1012. Merger or Consolidation. Any company in which the may be merged or with which it may consolidate or any company resulting from any merger or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, if such company is a trust bank qualified to be a successor to the Trustee under the provisions of this Ordinance, shall be the successor to the Trustee without any further act, deed, or conveyance.

Section 1013. Property Held in Trust. All moneys and securities held by the Trustee at any time pursuant to the terms of this Ordinance shall be and hereby are assigned,

transferred and set over unto the Trustee in trust for the purposes and under the terms and conditions of this Ordinance.

Section 1014. Basic Duties of Trustee. The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Ordinance and to exercise such of the rights and powers vested in it by this Ordinance, and to use the same degree of care and skill in their exercise, as a reasonably prudent person would exercise or use under the circumstances in the conduct of the affairs of others, except as herein otherwise expressly provided.

Section 1015. Trustee's Conduct. Except as herein otherwise expressly provided, no provision of this Ordinance shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

A. Absence of Implied Duties. The Trustee shall not be liable except for the performance of such duties as are specifically set out in this Ordinance, and no implied covenants or obligations shall be read into this Ordinance against the Trustee, but the duties and obligations of the Trustee shall be determined solely by the express provisions of this Ordinance;

B. Reliance upon Ordinance. In the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates, opinions or other instruments conforming to the requirements of this Ordinance;

C. No Liability for Mere Error of Judgment. The Trustee shall not be personally liable for any error of judgment made in good faith by a responsible officer or officers of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts or in the performance of an express duty;

D. Action Directed by Holders. The Trustee shall not be personally liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Ordinance, provided that before taking any action hereunder requested by the Holders of any Outstanding Bonds, the Trustee may require that it be furnished indemnity satisfactory to it for extraordinary fees and for the reimbursement of all expenses, including fees and expenses of its counsel, to which it may be put and to protect it against all liability, except liability which

results from the negligence or willful misconduct of the Trustee, by reason of any action so taken by the Trustee;

E. Incurrence of Personal Liabilities. The Trustee shall not be required to advance or expend or use its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or liability is not assured to it by the security afforded it by the terms of this Ordinance or by other reasonable security or indemnity;

F. Limited Liability Concerning Bonds. The Trustee shall not be under any responsibility or duty with respect to the disposition by the City of the Bonds or the application by the City of the proceeds thereof or of any moneys paid to the City under any of the provisions hereof; and

G. Cost of Execution or Enforcement of Trusts. The Trustee shall not be under any obligation to take any action toward the execution or enforcement of the trusts created by this Ordinance which, in the opinion of the Trustee, will likely involve it in expense or liability, unless one or more of the Holders of Bonds shall, as often as required by the Trustee, furnish to the Trustee security and indemnity satisfactory to the Trustee against such expense or liability.

Section 1016. Further Permitted Reliance. To the extent permitted by Sections 1014 and 1015:

A. Reliance upon Documents. The Trustee may conclusively rely and shall be protected in acting upon any resolution, ordinance, certificate, opinion, notice, request, consent, order, appraisal, report, bond, other security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties; and

B. Reliance upon Counsel. The Trustee may consult with counsel and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

Section 1017. Other Immunities. The Trustee shall not be under any responsibility for the approval of any expert designated by the City or any other person for any of the purposes expressed in this Ordinance. Any resolution or ordinance of the City shall be

evidenced to the Trustee by a copy thereof certified by the City Clerk to have been duly adopted, and the Trustee may accept such copy as conclusive evidence of the adoption of such resolution or ordinance. No surety bond or other security shall be required of the Trustee unless ordered by a court having jurisdiction and for cause shown.

Section 1018. Permitted Transactions with the City. The Trustee and any of its directors, officers, employees and agents may buy, hold, sell or deal in, or be a pledgee of, the Bonds, may join in any action which the Holder of any Bond may be entitled to take, and may engage or be interested in any financial or other transaction with the City, all as freely and with like effect as if they were not Trustee hereunder.

Section 1019. Compensation of Trustee. The City shall from time to time, subject to any agreement then in effect with the Trustee, pay the Trustee compensation for its services and reimburse the Trustee for all its advances and expenditures hereunder, including but not limited to advances to and fees and expenses of accountants, agents, appraisers, consultants, counsel or other experts employed by it in the observance and performance of its rights and obligations hereunder. To the extent permitted by law, the City does hereby assume liability for, and agrees to indemnify and hold harmless the Trustee from and against any and all claims, fees, expenses, damages, liabilities and losses (including legal fees and expenses) arising out of (i) the condition, management, maintenance or use of or from any work done in connection with the Project, (ii) any act of negligence of the City or of any of its agents, contractors, employees, invitees, licensees, officers or supervisors in connection with the Project, or (iii) the payment of any costs or expenses of the acquisition and construction of the Project; provided, that no indemnification will be made for willful misconduct or gross negligence hereunder by the Trustee. To the extent permitted by law, the City also agrees to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expense incurred without negligence or willful misconduct on the part of the Trustee arising out of or in connection with the acceptance or administration of the trusts hereunder, as well as the costs and expenses of defending itself against any claim, action, suit or liability in accordance with the exercise or performance of any of its powers or duties hereunder. The City hereby agrees to pay the compensation of the trustee for the County Revenue Bonds in accordance with Section 44 of the ordinance of the County authorizing the issuance of the County Revenue Bonds.

Section 1020. Certificates of City Officers and Experts. Whenever in the administration of the trusts of this Ordinance the Trustee shall deem it necessary or desirable that a matter be proved or established before taking or suffering any action hereunder, such matter (unless other evidence in respect thereof is herein specifically prescribed) may, subject to the provisions of Sections 1014 and 1015 hereof, be deemed to be conclusively determined by a certificate of an officer of the City or other expert.

Section 1021. Force Majeure. The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other like occurrences beyond the control of the Trustee; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 1022. Facsimile Transmissions. The Trustee agrees to accept and act upon instructions or directions pursuant to this Ordinance sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

ARTICLE XI

PRIVILEGES, RIGHTS AND REMEDIES

Section 1101. Bondowner's Remedies. Each owner of any Bond issued hereunder shall be entitled to all of the privileges, rights and remedies provided or permitted in the Project Act and the Bond Act, and as otherwise provided or permitted by law or in equity or by other statutes, except as provided in Sections 207 through 211 hereof, but subject to the provisions herein concerning the pledge of and the covenants and the other contractual provisions concerning the Pledged Revenues and the proceeds of the Bonds.

Section 1102. Right to Enforce Payment. Nothing in this article affects or impairs the right of any owner of any Bond to enforce the payment of the Bond Requirements due in connection with this Bond or the obligation of the City to pay the Bond Requirements of each Bond to the owner thereof at the time and the place expressed in the Bond.

Section 1103. Events of Default. Each of the following events is hereby declared an "event of default":

A. Nonpayment of Principal and Premium. Payment of the principal of any of the Bonds, or any prior redemption premium due in connection therewith, or both, is not made when the same becomes due and payable, at maturity, on the mandatory redemption dates specified in Section 303B hereof, or by proceedings for optional prior redemption, or otherwise;

B. Nonpayment of Interest. Payment of any installment of interest on the Bonds is not made when the same becomes due and payable;

C. Incapable to Perform. The City for any reason is rendered incapable of fulfilling its obligations hereunder, excluding, however, any obligations pursuant to Section 920 of this Ordinance;

D. Nonperformance of Duties. The City fails to carry out and to perform (or in good faith to begin the performance of) all acts and things lawfully required to be carried out or to be performed by it under any contract relating to the Pledged Revenues, or otherwise, including, without limitation, this Ordinance, excluding, however, the provisions of Section 920 of this Ordinance, and such failure continues for 60 days after receipt of notice from the owners of 10% in principal amount of the Bonds then Outstanding;

E. Appointment of Receiver. An order or decree is entered by a court of competent jurisdiction with the consent or acquiescence of the City appointing a receiver or receivers for the Pledged Revenues and any other moneys subject to the lien to secure the payment of the Bonds, or if an order or decree having been entered without the consent or acquiescence of the City is not vacated or discharged or stayed on appeal within 60 days after entry; and

F. Default of Any Provision. The City makes any default in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions contained in the Bonds or in this Ordinance on its part to be performed, except with respect to the provisions of Section 920 of this Ordinance, and if the default continues for 60 days after written notice specifying the default and requiring the same to be remedied is given to the City by the owners of 10% in principal amount of the Bonds then Outstanding or the Purchaser of the Bonds.

Section 1104. Remedies for Default. Upon the happening and continuance of any of the events of default, as provided in Section 1103 hereof, then and in every case the owner or owners or not less than 10% in principal amount of the Bonds then Outstanding, including, without limitation, a trustee or trustees therefor, may proceed against the City and its agents, officers and employees to protect and to enforce the rights of any owner of Bonds under this Ordinance by mandamus or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained herein or in an award of execution of any power herein granted for the enforcement of any proper, legal or equitable remedy as the owner or owners may deem most effectual to protect and to enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any owner of any Bond, or to require the City to act as it if were the trustee of an express trust, or any combination of such remedies. All proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all owners of the Bonds and any Parity Securities then Outstanding.

Section 1105. Receiver's Rights and Privileges. Any receiver appointed in any proceedings to protect the rights of owners hereunder, the consent to any such appointment being hereby expressly granted by the City, receive and apply all Pledged Revenues arising after the appointment of the receiver in the same manner as the City itself might do.

Section 1106. Rights and Privileges Cumulative. The failure of any owner of any Outstanding bond to proceed in any manner herein provided shall not relieve the City or any officers, agents or employees thereof of any liability for failure to perform or carry out any duty, obligation or other commitment. Each right or privilege of any owner (or trustee thereof) is in addition and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any owner shall not be deemed a waiver of any other right or privilege thereof.

Section 1107. Duties upon Defaults. Upon the happening of any of the events of default as provided in Section 1103 hereof, the City, in addition, shall do and perform all proper acts on behalf of and for the owners of the Bonds to protect and to preserve the security created for the payment of their Bonds and to insure the payment of the Bond Requirements promptly as the same become due. During any period of default, so long as any of the Bonds issued hereunder, as to any Bond Requirements, are Outstanding, except to the extent it may be unlawful to do so, all Pledged Revenues shall be paid into the Bond Fund, or, in the event of securities heretofore and hereafter issued and Outstanding during that period of time on a parity with the Bonds, shall be paid into the bond accounts for all Parity Securities on an equitable and prorated basis, and used for the purposes therein provided. If the City fails or refuses to proceed as in this Section provided, the owner or owners of not less than 10% in principal amount of the Bonds then Outstanding, after demand in writing, may proceed to protect and to enforce the rights of the owners of the Bonds as hereinabove provided; and to that end any such owners of Outstanding Bonds shall be subrogated to all rights of the City under any agreement, lease or other contract the Pledged Revenues entered into before the effective date of this Ordinance or thereafter while any of the Bonds are Outstanding.

Section 1108. Prejudicial Action Unnecessary. Nothing in this article requires the City to proceed as provided therein if the City determines in good faith and without any gross abuse of its discretion that if the City so proceeds it is more likely than not to incur a net loss rather than a net gain, or the action is otherwise likely to affect materially and prejudicially the owners of the Outstanding Bonds and any Outstanding Parity Securities.

ARTICLE XII

AMENDMENT OF ORDINANCE

Section 1201. Privilege of Amendments. This Ordinance may be amended or supplemented by instruments adopted by the City, without receipt by the City of any additional consideration, without the consent of or notice to the owners of the Bonds for the purpose of curing any ambiguity or formal defect or omission herein; or with the written consent of the insurer of the Bonds, if any, or the owners of 66% in aggregate principal amount of the Bonds Outstanding at the time of the adoption of the amendatory or supplemental instrument in connection with any other amendment, excluding Bonds which may then be held or owned for the account of the City, but including such refunding securities as may be issued for the purpose of refunding any of the Bonds if the refunding securities are not owned by the City.

Section 1202. Limitations upon Amendments. No such instrument shall permit without the written consent of all owners of the Bonds adversely and materially affected thereby:

A. Changing Payment. A change in the maturity or in the terms of redemption of the principal of any Outstanding Bond or any installment of interest thereon; or

B. Reducing Return. A reduction in the principal amount of any Bond, the rate of interest thereon, or any prior redemption premium payable in connection therewith, without the consent of the owner of the bond; or

C. Modifying Any Bond. A reduction of the percentages or otherwise affecting the description of Bonds the consent of the owners of which is required for any modification or amendment; or

D. Priorities between Bonds. The establishment of priorities as between Bonds issued and Outstanding under the provisions of this Ordinance; or

E. Partial Modification. The modifications of or otherwise materially and prejudicially affecting the rights or privileges of the owners of less than all of the Bonds then Outstanding.

Section 1203. Notice of Amendment. Whenever the City proposes to amend or modify this Ordinance under the provisions of this Article, it shall cause notice of the proposed amendment to be given not later than 30 days prior to the date of the proposed enactment of the amendment by first class mail or electronic mail to each:

(1) The insurer of the Bonds, if any, or to any successor thereof known to the Clerk,

(2) The Trustee, and

(3) The owner of each of the Bonds Outstanding.

The notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory instrument is on file in the office of the Clerk for public inspection.

Section 1204. Time for Amendment. Whenever at any time within one year from the date of such notice, there shall be filed in the office of the Clerk an instrument or instruments executed by the insurer of the bonds, if any, or the owners of at least a majority in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed amendatory instrument described in the notice and shall specifically consent to and approve the adoption of the instrument, thereupon, but not otherwise, the City may adopt the amendatory instrument and the instrument shall become effective.

Section 1205. Binding Consent to Amendment. If the insurer of the Bonds, if any, or the owners of at least a majority in aggregate principal amount of the Bonds Outstanding, at the time of the adoption of the amendatory instrument, or the predecessors in title of such owners shall have consented to and approved the adoption thereof as herein provided, no owner of any Bond, whether or not the owner shall have consented to or shall have revoked any consent as in this article provided, shall have any right or interest to object to the adoption of the amendatory instrument or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin the City from taking any action pursuant to the provisions thereof.

Section 1206. Time Consent Binding. Any consent given by the insurer of the Bonds shall be irrevocable and shall be conclusive and binding upon all owners of the Bonds. Any consent given by an owner of a Bond pursuant to the provisions of this Article shall be irrevocable for a period of 6 months from the date of notice is sent, and shall be conclusive and binding upon all future owners of the same Bond during that period. The consent may be revoked at any time after 6 months from the date of the notice, by the owner who gave the consent or by a successor in title by filing notice of the revocation with the Clerk, but the revocation shall not be effective if the insurer of the Bonds, if any, or the owners of a majority in

aggregate principal amount of the Bonds Outstanding, before the attempted revocation, consented to and approved the amendatory instrument referred to in the revocation.

Section 1207. Unanimous Consent. Notwithstanding anything contained in the foregoing provisions of this Article, the terms and the provisions of this Ordinance or of any instrument amendatory hereof or supplemental hereto and the rights and the obligations of the City and of the owners of the Bonds hereunder may be modified or amended in any respect upon the adoption by the City and upon the filing with the Clerk of an instrument to that effect and with the consent of the insurer of the Bonds, if any, and if there is no insurer, the owners of all the then Outstanding Bonds, the consent to be given as provided in Section 1004 hereof; and no notice to owners of Bonds shall be required as provided in Section 1203 hereof, nor shall the time of consent be limited except as may be provided in the consent.

Section 1208. Exclusion of City's Bonds. At the time of any consent or of other action taken under this Article, the City shall furnish to the Clerk a certificate of the City Chief Financial Officer, upon which the City may rely, describing all Bonds to be excluded, for the purpose of consent or of other action or of any calculation of Outstanding Bonds provided for in this Article, and the City shall not be entitled with respect to such Bonds to give any consent or to take any other action provided for in this Article, pursuant to paragraph (4) of Section 102B hereof.

Section 1209. Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken as in this Article provided may bear a notation by endorsement or otherwise in form approved by the City as to the action; and if any Bond so authenticated and delivered shall bear such notation, then upon demand of the owner of any Bond Outstanding at such effective date and upon presentation of his or her Bond for the purpose at the principal office of the Secretary, suitable notation shall be made on the Bond by the Secretary as to any such action. If the City so determines, new Bonds so modified as in the opinion of the City to conform to such action shall be prepared, authenticated and delivered; and upon demand of the owner of any Bond then Outstanding, shall be exchanged without cost to the owner for Bonds then Outstanding upon surrender of the Bonds.

Section 1212. Proof of Ordinances and Bonds. The fact and date of execution of any instrument under the provisions of this Article, the amount and number of the Bonds held by

any Person executing the instrument, and the date of holding the same may be proved as provided by Section 1004 hereof.

Adopted March 16, 2016.

(SEAL)

Carolyn G. Goodman, Mayor

Attest:

LuAnn D. Holmes, MMC, City Clerk

Approved as to form:

Val Stoel 2-17-16

City Attorney or Chief Deputy City Attorney

This Ordinance shall be in full force and effect from and after March 20, 2016, i.e., the day after the publication of such Ordinance by its title only.

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss.**
)
CITY OF LAS VEGAS)

I, LuAnn D. Holmes, MMC, the duly chosen and qualified City Clerk of Las Vegas (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 on March 2, 2016 and finally adopted and approved on March 16, 2016.

(2) The following members of the Council were present at the March 2, 2016 Council meeting:

Mayor:	Carolyn G. Goodman
Council members:	Steven D. Ross
	Lois Tarkanian
	Ricki Y. Barlow
	Stavros S. Anthony
	Bob Coffin
	Bob Beers
Those Absent:	_____
	_____

(3) The foregoing Ordinance was first proposed and read by title to the City Council on March 2, 2016, and referred to a committee composed of _____ _____ for recommendation; thereafter the committee reported favorably on the Ordinance on March 16, 2016, which was a regular meeting of said Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The members of the City Council were present at the March 16, 2016 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:

Mayor:	Carolyn G. Goodman
Council members:	Steven D. Ross
	Lois Tarkanian
	Ricki Y. Barlow
	Stavros S. Anthony
	Bob Coffin
	Bob Beers
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 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 Council were given due and proper notice of the meetings held on March 2, 2016 and March 16, 2016. Pursuant to NRS 241.020, 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 working days before the meetings 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, on the City's website, on the official website of the State of Nevada pursuant to NRS 232.2175, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) City Hall
495 S. Main Street
Las Vegas, Nevada

(ii) City of Las Vegas
333 N. Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(iv) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(v) The City of Las Vegas website

and

(b) By mailing a copy of the notice to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

(6) A copy of such notice so given of the meeting of the Council on March 2, 2016 is attached to this certificate as Exhibit A, and a copy of such notice so given of the meeting of the Council on March 16, 2016 is attached to this certificate as Exhibit B.

(7) A copy of the affidavit of publication of the notice of deposit of ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of the adoption of the ordinance is attached to this certificate as Exhibit D.

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

IN WITNESS WHEREOF, I have hereunto set my hand on this March 16, 2016.

_____

LuAnn D. Holmes, MMC, City Clerk

EXHIBIT A

(Attach Copy of Notice of March 2, 2016 Meeting)

EXHIBIT B

(Attach Copy of Notice of March 16, 2016 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Deposit of Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILLS:

Bill No. 2016-20 - Authorizes the issuance of City of Las Vegas, Nevada, General Obligation (Limited Tax) Various Purpose Refunding Bonds (Additionally Secured by Pledged Revenues) Series 2016B (Tax Exempt) for the purpose of refunding certain outstanding bonds for interest rate savings in an amount not to exceed $48,000,000. Proposed by: Venetta Appleyard, Director of Finance

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $48,000,000
Funding Source: General Fund
Dept./Division: Finance Department

PURPOSE/BACKGROUND:
Pursuant to NRS 268.672 to 268.740, inclusive and NRS 350.500 to NRS 350.720, inclusive, the City is authorized to borrow money and to issue general obligation bonds for the purpose of defraying wholly or in part, the cost of refunding, paying and discharging outstanding bonds for interest rate savings or to effect other economies. This bill will authorize such bonds for the purposes stated. These bonds will be additionally secured by the pledged revenues of Consolidated Tax.

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

BACKUP DOCUMENTATION:
Bill No. 2016-20

Summary -An ordinance authorizing the issuance by the City of Las Vegas of its General Obligation (Limited Tax) Various Purpose Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2016B, and providing other matters relating thereto.

BILL NO. 2016-20
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA AUTHORIZING THE ISSUANCE OF ITS "CITY OF LAS VEGAS, NEVADA, GENERAL OBLIGATION (LIMITED TAX) VARIOUS PURPOSE REFUNDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES), SERIES 2016B" FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS; PROVIDING THE FORM, TERMS AND CONDITIONS OF THE BONDS, AND THE SECURITY THEREFOR, AND OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING OTHER MATTERS RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

WHEREAS, the City of Las Vegas in the County of Clark and State of Nevada (the "City," the "County" and the "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 charter; defining the boundaries thereof; and providing other matters properly relating thereto," cited as chapter 517, Statutes of Nevada, 1983, as amended (the "Charter"); and

WHEREAS, pursuant to the Charter, pursuant to NRS 268.672 through 268.740, inclusive (the "City Bond Law"), and pursuant to chapter 350 of NRS and all laws amendatory thereof which includes the Local Government Securities Laws, being NRS 350.500 through 350.720, and all laws amendatory thereof (the "Bond Act"), the City has previously issued its City of Las Vegas, Nevada, General Obligation (Limited Tax) Tax-Exempt Various Purpose Bonds (Additionally Secured by Pledged Revenues), Series 2006B (the "2006B Bonds"); and

WHEREAS, pursuant to the Charter, NRS 268.672 through 268.740, inclusive (the "City Bond Law"), pursuant to chapter 350 of NRS and all laws amendatory thereof which includes the Local Government Securities Laws, being NRS 350.500 through 350.720, and all laws amendatory thereof (the "Bond Act"), the City is authorized to borrow money and to issue general obligation bonds of the City for the purpose of defraying wholly or in part the cost of refunding, paying and discharging outstanding bonds, including all or part of the 2006B Bonds, for interest rate savings or to effect other economies (the "Project"); and

WHEREAS, if it is determined by the City's Chief Financial Officer (the "Chief Financial Officer"), that the City will achieve interest rate savings, the Chief Financial Officer is hereby authorized to specify in the Certificate of the Chief Financial Officer (defined below) which maturities of the 2006B Bonds, if any, will be refunded (the "Refunded Bonds"); and

WHEREAS, the City has determined and hereby determines that it is necessary and in the best interests of the City and its citizens to finance the Project; and

WHEREAS, the Council authorizes the issuance of the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Various Purpose Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2016B" (the "Bonds" or the "2016 Bonds") to effect the Project; and

WHEREAS, if after receiving bids for the purchase of the Bonds herein authorized to be issued for the purpose of the Project, it is determined that interest rate savings will be effected with respect to the Project, the Chief Financial Officer is authorized to accept a binding bid for the Bonds from the best bidder therefor (the "Purchaser"); the Bonds to bear interest at the rates per annum provided in each of the bond purchase proposal submitted by the Purchaser (the "Bond Purchase Proposal") and accepted by the Chief Financial Officer, at a purchase price equal to the principal amount thereof, plus accrued interest to the date of delivery of the Bonds, less a discount or plus a premium not to exceed 9 percent of the principal amount of the Bonds, all as specified by the Chief Financial Officer in a certificate dated on or before the date of delivery of the Bonds (the "Certificate of the Chief Financial Officer"), which purchase price does not result in an effective interest rate on the Bonds in excess of 3% over the Index of Twenty Bonds most recently published in The Bond Buyer prior to the time bids were received for the Bonds; and

WHEREAS, the City desires to additionally pledge to the repayment of the Bonds a 15% portion of all income and revenue derived by the City from NRS chapter 360 and distributed thereto pursuant to NRS 360.698 and authorized to be pledged to the repayment of bonds (the "Sales Tax Revenues"); and

WHEREAS, there remain unpaid and outstanding certain bonds and obligations previously issued by the City designated as:

a. the "City of Las Vegas, Nevada General Obligation (Limited Tax) Taxable Various Purpose Bonds (Additionally Secured by Pledged Revenues), Series 2006A" (the "2006A Bonds"),

b. the "City of Las Vegas, Nevada General Obligation (Limited Tax) Tax-Exempt Various Purpose Bonds (Additionally Secured by Pledged Revenues), Series 2006B" (the "2006B Bonds"),

c. the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Adjustable Rate Various Purpose Bonds (Additionally Secured by Pledged Revenues), Series 2013" (the "2013 Bonds") and certain obligations related to the 2013 Bonds pursuant to a Continuing Covenant Agreement dated as of July 1, 2013 between the City and Banc of America Preferred Funding (the "2013 Continuing Covenant Agreement"),

d. the "City of Las Vegas of its General Obligation (Limited Tax) Parking Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2014B" (the "2014 Bonds"),

e. the City of Las Vegas, Nevada, General Obligation (Limited Tax) Taxable Various Purpose Bonds (Additionally Secured by Pledged Revenues), Series 2015B (the "2015B Bonds"), and

f. the City of Las Vegas of its General Obligation (Limited Tax) City Hall Bonds (Additionally Secured by Pledged Revenues), Series 2015C (the "2015C Bonds");

which 2005 Bonds, 2006A Bonds, 2006B Bonds, 2013 Bonds and obligations under the 2013 Continuing Covenant Agreement, the 2014 Bonds, the 2015B Bonds and the 2015C Bonds (collectively, the "Parity Securities") are secured by a lien on the Sales Tax Revenues which is on a parity with the lien thereon of the Bonds; and

WHEREAS, there remain unpaid and outstanding certain bonds and obligations previously issued by the City designated as the "City of Las Vegas, Nevada General Obligation (Limited Tax) Golf Course Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2012B (Taxable)" (the "2012 Bonds"), which 2012 Bonds are secured by a lien on the Sales Tax Revenues which is subordinate to the lien thereon of the Bonds and the Parity Securities; and

WHEREAS, there remain unpaid and outstanding certain bonds and obligations previously issued by the City designated as the "City of Las Vegas, Nevada, Revenue Bonds, Series 2014" (the "2014 Revenue Bonds"), which 2014 Revenue Bonds are secured by a lien on the Sales Tax Revenues which is subordinate to the lien thereon of the Bonds, the Parity Securities and the 2012 Bonds; and

WHEREAS, there has been filed with the City Clerk the form of the Official Statement (the "Official Statement") for the Bonds; and

WHEREAS, the Council hereby elects to have the provisions of Chapter 348 of NRS (the "Supplemental Bond Act") apply to the Bonds; and

WHEREAS, the City has determined and hereby determines that it is necessary and in the best interests of the City and its citizens to finance the Project; and

WHEREAS, the Council has determined and hereby declares:

A. It is necessary and for the best interests of the City to effect the Project and to issue the Bonds; and

B. Each of the limitations and other conditions to the issuance of the Bonds in the Charter, the City Bond Law, the Bond Act, the Supplemental Bond Act, and in any other relevant act of the State or the Federal Government, has been met; and pursuant to NRS 350.708, Bond Act, this determination of the Council that the limitations in the Bond Act have been met shall be conclusive in the absence of fraud or arbitrary or gross abuse of discretion; and

C. This ordinance pertains to the sale, issuance and payment of the Bonds.

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

SECTION 1. Short Title. This Ordinance shall be known and may be cited as the "2016 Various Purpose Refunding Bond Ordinance."

SECTION 2. Definitions. The terms in this section and in the preambles hereof defined for all purposes of this Ordinance and of any instrument amendatory hereof or supplemental hereto, and of any other instrument or any other document relating hereto, except where the context by clear implication otherwise requires, shall have the meanings in this section and in said preambles specified:

"Bond Requirements" means the principal of, interest on and any prior redemption premiums due in connection with the Bonds.

"Bond Year" means the 12 month period commencing on the second day of the month of the date of delivery of the Bonds of a calendar year and ending on first day of the month of the date of delivery of the Bonds of the following calendar year.

"Commercial Bank" means a state or national bank or trust company which is a member of the Federal Deposit Insurance Corporation, including without limitation "trust bank" as herein defined.

"Cost of the Project," or any phrase of similar import, means all or any part designated by the Council of the cost of the Project which cost, at the option of the Council (except as limited by law), may include all or any part of the incidental costs pertaining to the Project, including, without limitation:

(a) Preliminary expenses advanced by the City from funds available for use therefor or any other source, so including any interfund loan of the City, or advanced with the approval of the City from funds available therefor or from any other source, or any combination thereof;

(b) The costs in the making of surveys, audits, preliminary plans, other plans, specifications, estimates or costs, and other preliminaries;

(c) The costs of premiums for builders risk insurance and performance bonds, or a reasonable allocable share thereof;

(d) The costs of appraising, printing, estimates, advice, services of engineers, architects, financial consultants, attorneys at law, clerical help, or other agents or employees;

(e) The costs of making, publishing, posting, mailing, and otherwise giving any notice in connection with the Project, the filing or recordation of instruments, the taking of options, the issuance of Bonds pertaining to the Project, the purchase or other acquisition of Federal Securities or other investments in connection therewith, and bank fees and other expenses;

(f) The costs of contingencies;

(g) The costs of the capitalization with the proceeds of the Bonds of any interest on the Bonds for any period not exceeding the period of time estimated by the Council to effect the Project plus two years, and of any discount on the Bonds, of any replacement expenses (except as proscribed by law), and of any other cost of the issuance of the Bonds; and

(h) All other expenses necessary or desirable and pertaining to the Project including all other expenses as estimated or otherwise ascertained by the Council.

"Federal Government" means the United States, or any agency, instrumentality or corporation thereof.

"Federal Securities" means bills, certificates of indebtedness, notes, bonds or similar securities which are direct obligations of, or the principal and interest of which securities are unconditionally guaranteed by, the United States.

"General Taxes" means general (ad valorem) taxes levied by the City against all taxable property within the boundaries of the City (unless otherwise qualified).

"Outstanding" when used with reference to the Bonds or any other designated securities payable from Pledged Revenues and as of any particular date means all of the Bonds in any manner theretofore and thereupon being executed and delivered:

(a) Except any bond or other security canceled by the City, the Registrar, Paying Agent, or otherwise on the City's behalf, at or before such date; and

(b) Except any bond or other security for the payment or the redemption of which moneys at least equal to its Bond Requirements to the date of maturity or to any applicable Redemption Date shall have heretofore been deposited with a trust bank in escrow or in trust for that purpose, as provided in Section 49 hereof; and

(c) Except any bond or other security in lieu of or in substitution for which another Bond or other security shall have been executed and delivered.

"Parity Securities" means securities of the City payable from and secured by all or a portion of the Pledged Revenues on a parity with the Bonds, to the extent issued in accordance with the terms, conditions and limitations hereof.

"Paying Agent" means the paying agent or any successor thereto as paying agent for the Bonds as designated in the Certificate of the Chief Financial Officer.

"Person" means a corporation, firm, other body corporate (including, without limitation, the Federal Government, the State or any other body corporate and politic other than the City), partnership, association, or individual, and also includes an executor, administrator, trustee, receiver, or other representative appointed according to law.

"Pledged Distributed Local Tax Act" means, collectively, NRS 360.698, and each act which authorizes or imposes one or more of the taxes or other impositions that generate revenues distributed to the City pursuant to NRS 360.680, 360.690 or 360.700 and authorized to be pledged to the Bonds by NRS 360.698, as amended from time to time.

"Pledged Revenues" means the Sales Tax Revenues.

"Redemption Account" means the special account created herein and designated as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Various Purpose Refunding Bonds (Additionally Secured with Pledged Revenues), Series 2016B Redemption Account."

"Redemption Date" means a date fixed for the redemption prior to their respective maturities of any Bonds or other designated securities payable from any Pledged Revenues in any notice of prior redemption or otherwise fixed and designated by the City.

"Redemption Price" means, when used with respect to a Bond or other designated security payable from any Pledged Revenues, the principal amount thereof plus the applicable premium, if any, payable upon the redemption thereof prior to the stated maturity date of such Bond or other security on a Redemption Date in the manner contemplated in accordance with the security's terms.

"Registrar" means the registrar or any successor thereto as registrar for the Bonds as designated in the Certificate of the Chief Financial Officer.

"Sales Tax Revenues" means a 15% portion of all income and revenue derived by the City from the Pledged Distributed Local Tax Act and distributed thereto pursuant to NRS 360.698, as amended from time to time. The Sales Tax Revenues means all or a portion of the Sales Tax Revenues. The designated term indicates sources of revenues and does not necessarily indicate all or any portion or other part of such revenues in the absence of further qualification. "Sales Tax Revenues" includes income derived from any additional sources if the Council is authorized to include and elects to include the additional sources in "Sales Tax Revenues" for the remaining term of the Bonds.

"Subordinate Securities" means securities of the City payable from and secured by all or a portion of the Pledged Revenues and subordinate and junior to the pledge thereof to the Bonds, to the extent issued in accordance with the terms, conditions and limitations hereof.

"Superior Securities" means securities of the City payable from and secured by all or a portion of the Sales Tax Revenues and superior and prior to the pledge thereof to the Bonds, to the extent issued in accordance with the terms, conditions and limitations hereof.

"Tax Code" means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds, and the applicable regulations and rulings thereunder.

Other capitalized terms used herein shall have the meanings given to such terms in the text hereof, except where the context by clear implication otherwise requires.

SECTION 3. Ratification. All action heretofore taken by the Council and the officers of the City directed toward the Project and toward the issuance, sale, and delivery of the Bonds, not inconsistent with the terms and conditions herewith, is hereby ratified, approved, and confirmed.

SECTION 4. Estimated Life of Facilities. The Council, on behalf of the City, has determined and does hereby declare:

A. The estimated life or estimated period of usefulness of the improvements refinanced with the proceeds of the Bonds is not less than 21 years from the date of their issuance; and

B. The Bonds shall mature at such time or times not exceeding such estimated life or estimated period of usefulness.

SECTION 5. Necessity of Project and Bonds. It is necessary and in the best interests of the Council, its officers, and the inhabitants of the City, that the City effect the Project and defray wholly or in part the cost thereof by the issuance of the Bonds therefor; and it is hereby so determined and declared.

SECTION 6. Authorization of Project. The Council hereby authorizes the Project.

SECTION 7. Ordinance to Constitute Contract. In consideration of the purchase and the acceptance of the Bonds by those who shall own the same from time to time, the provisions hereof shall be deemed to be and shall constitute a contract between the City and the registered owners from time to time of the Bonds.

SECTION 8. Bonds Equally Secured. The covenants and agreements herein set forth to be performed shall be for the equal benefit, protection and security of the owners of any and all of the Outstanding Bonds, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction except as otherwise expressly provided in or pursuant to this Ordinance.

SECTION 9. General Obligations. All of the Bonds, as to the Bond Requirements, shall constitute general obligations of the City, which hereby pledges its full faith and credit for their payment. So far as possible, Bond Requirements shall be paid from Pledged Revenues. However, the Bonds as to all Bond Requirements shall also be payable from general (ad valorem) taxes (the "General Taxes") (except to the extent that other moneys such as Pledged Revenues are available therefor) as herein provided.

SECTION 10. Limitations upon Security. The payment of the Bonds is not secured by an encumbrance, mortgage, or other pledge of property of the City, except for the proceeds of General Taxes and any other moneys pledged for the payment of the Bonds. No property of the City, subject to such exception, shall be liable to be forfeited or taken in payment of the Bonds.

SECTION 11. No Recourse Against Officers and Agents. No recourse shall be had for the payment of the Bond Requirements of the Bonds or for any claim based thereon or otherwise upon this Ordinance authorizing their issuance or any other instrument relating thereto, against any individual member of the Council or any officer or other agent of the Council or City, past, present or future, either directly or indirectly through the Council or the City, or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of the Bonds and as a part of the consideration of its issuance specially waived and released.

SECTION 12. Authorization and Sale of Bonds. For the purpose of providing funds to pay all or a portion of the Cost of the Project, the City shall issue its "City of Las Vegas, Nevada,

General Obligation (Limited Tax) Various Purpose Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2016B" in the aggregate principal amount designated in the Certificate of the Chief Financial Officer (not to exceed $48,000,000). The Bonds shall be sold to the Purchaser designated in the Certificate of the Chief Financial Officer, and the City Chief Financial Officer is authorized to execute the Bond Purchase Proposal in accordance with the provisions of NRS 350.105 to 350.185, inclusive, and in accordance with the provisions of this Ordinance.

SECTION 13. Bond Details. The Bonds shall be issued in fully registered form, i.e., registered as to both principal and interest. The Bonds shall be dated initially as of the date of their delivery, and except as otherwise provided in Section 18 hereof, shall be issued in denominations of $5,000 or any integral multiple thereof (provided that no Bond may be in a denomination which exceeds the principal coming due on any maturity date). The Bonds shall bear interest from their date until their respective maturity dates (or, if redeemed prior to maturity as provided below, their redemption dates) at the respective rates set forth in the Certificate of the Chief Financial Officer, payable on June 1 and December 1 of each year commencing on December 1, 2016; provided that those Bonds which are reissued upon transfer, exchange or other replacement shall bear interest at the rates set forth below from the most recent interest payment date to which interest has been paid or duly provided for, or if no interest has been paid, from the date of the Bonds. The Bonds shall mature on the dates and in the amounts set forth in the Certificate of the Chief Financial Officer.

The principal of and redemption premium, if any, on any Bond shall be payable to the registered owner thereof as shown on the registration records kept by the Registrar, upon maturity or prior redemption thereof and upon presentation and surrender at the office of the Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the interest rate borne by said Bond until the principal thereof is paid in full. Except as otherwise provided in Section 18 hereof, payment of interest on any Bond shall be made to the registered owner thereof by check or draft mailed by the Paying Agent, on each interest payment date (or, if such interest payment date is not a business day, on the next succeeding business day), to the registered owner thereof, at his or her address as shown on the registration records kept by the Registrar as of the close of business on the 15th day of the calendar month next preceding each interest payment date (other than a special interest payment date hereafter fixed for payment of defaulted interest) (the "Regular Record Date"); but any such interest not so timely paid or duly provided for shall cease to be payable to the owner thereof as shown on the registration records of the Registrar as of the close of business on the Regular Record Date and shall be payable to the owner thereof, at his or her address, as shown on the registration records of the Registrar as of the close of business on a date fixed to determine the names and addresses of owners for the purpose of paying defaulted interest (the "Special Record Date"). Such Special Record Date shall be fixed by the Paying Agent whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the owners of the Bonds not less than ten days prior thereto by first-class mail to each such owner as shown on the Registrar's registration records as of a date selected by the Registrar, stating the date of the Special Record Date and the date fixed for the payment of such defaulted interest. The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the owner of such

Bond and the Paying Agent. 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 Registrar.

SECTION 14. Prior Redemption; Partial Redemption.

A. Optional Redemption or Prepayment. The Bonds, or portions thereof ($5,000 or any integral multiple thereof), maturing on and after the date set forth in the Certificate of Chief Financial Officer, if any, shall be subject to redemption prior to their respective maturities, at the option of the City as directed by the Chief Financial Officer, on and after the date set forth in the Certificate of Chief Financial Officer, in whole or in part at any time, from such maturities as are selected by the City as directed by the Chief Financial Officer, and on a pro rata basis within a maturity as described below in paragraph (E) of this Section, at a price equal to the principal amount of each Bond, or portion thereof, to be so redeemed, plus accrued interest thereon to the redemption date, and a premium, if any, computed in accordance with the schedule set forth in the Certificate of Chief Financial Officer.

B. Mandatory Redemption. The Bonds maturing on the dates specified in the Certificate of Chief Financial Officer, if any (the "Term Bonds"), shall be subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof and accrued interest to the redemption date. As and for a sinking fund for the redemption of the Term Bonds, there shall be deposited into the Principal Fund on or before the principal payment dates, of the years set forth in the Certificate of the Chief Financial Officer, a sum which, together with other moneys available in the Principal Fund, is sufficient to redeem (after credit is provided below) on the dates and in the principal amounts of the Term Bonds as set forth in the Certificate of the Chief Financial Officer plus accrued interest to the redemption date. Term Bonds being redeemed in part will be selected by lot in such manner as the Registrar may determine.

Not more than sixty days nor less than thirty days prior to the sinking fund payment dates for the Term Bonds, the Registrar shall proceed to select for redemption (by lot or in such other manner as the Registrar may determine) from all Outstanding Term Bonds, a principal amount of the Term Bonds equal to the aggregate principal amount of the Term Bonds redeemable with the required sinking fund payments, and shall call such Term Bonds or portions thereof for redemption from the sinking fund on the next principal payment date, and give notice of such call as provided in Section 15 of this Ordinance.

At the option of the City to be exercised by delivery of a written certificate to the Registrar not less than sixty days next preceding any sinking fund redemption date, it may (i) deliver to the Registrar for cancellation Term Bonds, or portions thereof ($5,000 or any integral multiple thereof) in an aggregate principal amount desired by the City or, (ii) specify a principal amount of Term Bonds, or portions thereof ($5,000 or any integral multiple thereof) which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Registrar and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond or portions thereof so delivered or previously redeemed shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the City on the sinking fund redemption dates and any excess shall be so credited against future sinking fund redemption obligations in such manner as the City determines. In the event

the City shall avail itself of the provisions of clause (i) of the first sentence of this paragraph, the certificate required by the first sentence of this paragraph shall be accompanied by the respective Term Bonds or portions thereof to be canceled or in the event the Bonds are registered in the name of Cede & Co. as provided in Section 18 of this Ordinance, the certificate required by the first sentence of this paragraph shall be accompanied by such direction and evidence of ownership as is satisfactory to The Depository Trust Company.

C. Partial Redemption. In the case of Bonds in a denomination larger than $5,000, a portion of such Bond ($5,000 or any integral multiple thereof) may be redeemed, in which case the Registrar shall, except as otherwise provided in Section 18 hereof, without charge to the owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof. In the case of a partial redemption of Bonds of a single maturity pursuant to Subsections A or B of this Section, the Paying Agent shall select the Bonds to be redeemed by lot at such time as directed by the City (but at least 30 days prior to the redemption date), and if such selection is more than 60 days before a redemption date, except as otherwise provided in Section 18 hereof, shall direct the Registrar to appropriately identify the Bonds so called for redemption by stamping them at the time any Bond so selected for redemption is presented to the Registrar for stamping or for transfer or exchange, or by such other method of identification as deemed adequate by the Registrar, and any Bond or Bonds issued in exchange for, or to replace, any Bond or Bonds so called for prior redemption shall likewise be stamped or otherwise identified.

SECTION 15. Notice of Redemption. Unless waived by any owner of Bonds to be redeemed for purchase, official notice of any such redemption shall be given by the Registrar, on behalf of the City, by electronic mail as long as Cede & Co. or a nominee of a successor depository is the registered owner of the Bonds, and otherwise by first-class, postage prepaid mail, at least 30 days but not more than 60 days prior to the redemption date, to the registered owner of any Bond all or a part of which is called for redemption at the address as it last appears on the registration records kept by the Registrar, and electronically to the Municipal Securities Rulemaking Board via its Electronic Municipal Market Access system ("MSRB"). Actual receipt of notice by any owner of Bonds shall not be a condition precedent to redemption of such Bond or Bonds. Failure to give such notice to the MSRB or the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any other Bonds. A certificate by the Registrar that such notice has been given as herein provided shall be conclusive against all parties.

All official notices of redemption shall be dated and shall state:

(1) the redemption date,

(2) the purchase prices,

(3) the identification by maturity (and, in the case of partial redemption of a maturity, other appropriate identification) of the Bonds to be redeemed,

(4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Paying Agent (accrued interest to the redemption date being payable by mail or as otherwise provided in this Ordinance).

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Paying Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Registrar and shall not be reissued.

Notwithstanding the provisions of this section, any notice of redemption may contain a statement that the redemption is conditional upon receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed.

SECTION 16. Negotiability. The Bonds shall be fully negotiable within the meaning of and for the purpose of the Uniform Commercial Code - Investment Securities and each owner shall possess all rights enjoyed by holders of negotiable instruments under the Uniform Commercial Code - Investment Securities.

SECTION 17. Registration, Transfer and Exchange of Bonds. Except as otherwise provided in Section 18 hereof:

A. Records for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender of any Bond at the Registrar, duly endorsed for transfer or accompanied by an assignment in form satisfactory to the Registrar duly executed by the owner or his or her attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned. Bonds may be exchanged at the Registrar for an equal aggregate principal amount of Bonds of the same maturity of other authorized denominations, as provided in Section 13 hereof. The Registrar shall authenticate and deliver a Bond or Bonds which the owner making the exchange is entitled to receive, bearing a number or numbers not previously assigned. For every exchange or transfer of Bonds requested by the owner thereof, the Registrar may make a sufficient charge to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and may charge a sum sufficient to pay the cost of preparing and authenticating a new Bond. No such charge shall be levied in the case of an exchange resulting from an optional prior redemption of a bond.

B. The Registrar shall not be required to transfer or exchange (i) any Bond subject to redemption during a period beginning at the opening of business fifteen (15) days before the date of mailing by the Registrar of a notice of prior redemption of Bonds and ending at the close of business on the date of such mailing, or (ii) any Bond, or any portion thereof, after the mailing of such notice as herein provided.

C. The person in whose name any Bond shall be registered, on the registration records kept by the Registrar, shall be deemed and regarded as the absolute owner thereof for the purpose of payment and for all other purposes (except to the extent otherwise provided in Section 13 hereof with respect to interest payments); and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the owner thereof or his or her legal representative. 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.

D. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating thereto as it or the City may reasonably require, and upon payment of all expenses in connection therewith, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned. If such lost, stolen, destroyed, or mutilated Bond shall have matured or shall have been called for redemption, the Registrar may direct that such Bond be paid by the Paying Agent in lieu of replacement.

E. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Paying Agent or Registrar, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or Registrar to the Council, upon request.

SECTION 18. Custodial Deposit.

A. Notwithstanding the foregoing provisions of Sections 13 to 17 hereof, the Bonds shall initially be evidenced by one Bond for each year in which the Bonds mature in denominations equal to the aggregate principal amount of the Bonds maturing in that year or, in the case of the Bonds subject to mandatory sinking fund redemption, the Bonds shall initially be evidenced by one Bond for each term in denominations equal to the aggregate principal amount of the Bonds maturing in that term. Such initially delivered Bonds shall be registered in the name of "Cede & Co." as nominee for The Depository Trust Company, the securities depository for the Bonds. The Bonds may not thereafter be transferred or exchanged except:

(1) to any successor of The Depository Trust Company or its nominee, which successor must be both a "clearing corporation" as defined in NRS 104.8102, and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended; or

(2) upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or this clause (2) of this Subsection A, or a determination by the City that The Depository Trust Company or such successor or new depository is no longer able

to carry out its functions, and the designation by the City of another depository institution acceptable to the depository then holding the Bonds, which new depository institution must be both a "clearing corporation" as defined in NRS 104.8102 and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of The Depository Trust Company or such successor or new depository;

(3) upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or clause (2) of this Subsection A, or a determination by the City that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions, and the failure by the City, after reasonable investigation, to locate another qualified depository institution under clause (2) to carry out such depository functions.

B. In the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) of Subsection A hereof or designation of a new depository pursuant to clause (2) of Subsection A hereof, upon receipt of the Outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, a new Bond for each maturity or, in the case of the Bonds subject to mandatory sinking fund redemption, for each term of the Bonds then Outstanding shall be issued to such successor or new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination under clause (3) of Subsection A hereof and the failure after reasonable investigation to locate another qualified depository institution for the Bonds as provided in clause (3) of Subsection A hereof, and upon receipt of the Outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, new Bonds shall be issued in the denominations of $5,000 or any integral multiple thereof, as provided in and subject to the limitations of Section 13 hereof, registered in the names of such persons, and in such denominations as are requested in such written transfer instructions; however, the Registrar shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

C. The City, the Registrar and the Paying Agent shall be entitled to treat the registered owner of any Bond as the absolute owner thereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by any or all of them and the City, the Registrar and the Paying Agent shall have no responsibility for transmitting payments or notices to the beneficial owners of the Bonds held by The Depository Trust Company or any successor or new depository named pursuant to Subsection A hereof.

D. The City, the Registrar and the Paying Agent shall endeavor to cooperate with The Depository Trust Company or any successor or new depository named pursuant to clause (1) or (2) of Subsection A hereof in effectuating payment of the Bond Requirements of the Bonds by arranging for payment in such a manner that funds representing such payments are available to the depository on the date they are due.

E. Upon any partial redemption of any maturity of the Bonds, Cede & Co. (or its successor) in its discretion may request the City to issue and authenticate a new Bond or shall make an appropriate notation on the Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Bond must be presented to the Paying Agent prior to payment.

SECTION 19. Execution and Authentication.

A. Prior to the execution of any Bonds by facsimile signature and pursuant to § 350.638, Bond Act, to the act known as the Uniform Facsimile Signatures of Public Officials Act, cited as Chapter 351, NRS, and to the Supplemental Bond Act, the Mayor of the City (the "Mayor"), the City Treasurer (the "Treasurer") and the City Clerk (the "Clerk") shall each file with the Secretary of State of Nevada his or her manual signature certified by him or her under oath.

B. The Bonds shall be approved, signed and executed in the name of and on behalf of the City with the manual or facsimile signature of the Mayor, shall be countersigned and executed with the manual or facsimile signature of the Treasurer, and shall bear a manual impression or a facsimile of an impression of the official seal of the City attested with the manual or facsimile signature of the Clerk.

C. No Bond shall be valid or obligatory for any purpose unless the certificate of authentication thereon, substantially in the form hereinafter provided, has been duly manually executed by the Registrar. By authenticating any of the Bonds initially delivered pursuant to this Ordinance, the Registrar shall be deemed to have assented to all of the provisions of this Ordinance.

D. The Mayor, the Treasurer, and the Clerk are hereby authorized and directed to prepare and to execute the Bonds as herein provided.

SECTION 20. Incontestable Recital. Pursuant to Section 350.628 of the Bond Act, the Bonds shall contain a recital that they are issued pursuant to the Bond Act, which recital shall be conclusive evidence of the validity of the Bonds and the regularity of their issuance.

SECTION 21. State Tax Exemption. Pursuant to Section 350.710, Bond Act, the Bonds, their transfer and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof except for the tax on estates imposed pursuant to chapter 375A of NRS and the tax on generation skipping transfers imposed pursuant to chapter 375B of NRS.

SECTION 22. Bond Form. Subject to the provisions of this Ordinance, the Bonds 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

CITY OF LAS VEGAS, NEVADA
GENERAL OBLIGATION (LIMITED TAX)
VARIOUS PURPOSE REFUNDING BONDS
(ADDITIONALLY SECURED BY PLEDGED REVENUES)
SERIES 2016B

No. _____ $_____

Interest Rate	Maturity Date	Dated as of	CUSIP
___% per annum	_____ 1, _____	_____, ____	

REGISTERED OWNER: **CEDE & CO.**

PRINCIPAL AMOUNT:_____ DOLLARS

The City of Las Vegas, Nevada, in Clark County, in the State of Nevada (the "City", "County", and the "State", respectively) for value received, hereby acknowledges itself to be indebted and for value received promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above, on the maturity date specified above (unless called for earlier redemption), and to pay interest thereon on June 1 and December 1 of each year, commencing on December 1, 2016, at the interest rate per annum specified above, until the principal sum is paid or payment has been provided for or, if such payment date is not a business day, on the next succeeding business day. This bond shall bear interest from the most recent interest payment date to which interest has been paid or, if no interest has been paid, from the date of the initial delivery of the series of bonds of which this bond is one (the "Bond"). The principal of and redemption premium, if any, on this Bond are payable upon presentation and surrender hereof at the office designated by the City's paying agent for the Bonds or any successor (the "Paying Agent"), presently _____, who is also now acting as the City's Registrar for the Bonds (the "Registrar"). Interest on this Bond will be paid on each interest payment date (or, if such date is not a business day, on the next succeeding business day) by check or draft mailed to the person in whose name this Bond or any predecessor 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 15th day of the calendar month next preceding such interest payment date (the "Regular Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner as of the close of business on the Regular Record Date and shall be payable to the person who is the registered owner as of the close of business on a special record date for the payment of any defaulted interest (the "Special Record Date"). Such Special Record Date shall be fixed by the Registrar whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the registered owner not less than ten (10) days prior thereto. 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 Ordinance of the City Council of the City (the "Council") authorizing the issuance of the Bonds (the

"Ordinance"), duly adopted by the Council on March 16, 2016. 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 Registrar. If this Bond is not paid upon presentation at its maturity, interest at the rate specified above shall continue to be borne hereby until the principal hereof is discharged as provided in the Ordinance.

This Bond is one of a series of Bonds issued by the City upon its behalf and upon the credit thereof, for the purpose of defraying wholly or in part the cost of refunding certain obligations and the cost of acquiring, constructing, improving, equipping, operating and maintaining off street parking projects as defined in NRS 268.698 and refinancing certain obligations previously issued to finance off street parking projects as defined in NRS 268.698 (collectively, the "Project"), under the authority of and in full compliance with the Constitution and laws of the State, and pursuant to the Ordinance.

This Bond is issued pursuant to Chapter 517, Statutes of Nevada, 1983, as amended (the "Charter"); pursuant to Nevada Revised Statutes ("NRS") 350.500 through 350.720, and all laws amendatory thereof designated in NRS 350.500 thereof as the Local Government Securities Law (the "Bond Act"); pursuant to NRS 350.105 to 350.195, inclusive; pursuant to NRS chapter 348 (the "Supplemental Bond Law"); and pursuant to NRS 268.672 through 268.740, inclusive (the "City Bond Law"); pursuant to NRS 350.628 of the Bond Act, this recital is conclusive evidence of the validity of the Bonds and the regularity of their issuance; and pursuant to NRS 350.710 of the Bond Act, the Bonds, their transfer, and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof except for the tax on estates imposed pursuant to chapter 375A of NRS and the tax on generation skipping transfers imposed pursuant to chapter 375B of NRS.

[Certain of the Bonds shall be subject to optional, make whole and mandatory sinking fund redemption as provided in the Certificate of the Chief Financial Officer and the Ordinance.]

Redemption shall be made upon not less than 30 days' prior mailed notice in the manner and upon the conditions provided in the Ordinance. If this Bond is called for redemption and payment is duly provided for as specified in the Ordinance, interest shall cease to accrue hereon from and after the date fixed for redemption.

It is hereby certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the City in the issuance of this Bond; that the total indebtedness of the City, including that of this Bond does not exceed any limit of indebtedness prescribed by the Constitution or by the laws of the State or the Charter of the City; that provision has been made for the levy and collection of annual general (ad valorem) taxes ("General Taxes") against all the taxable property within the City sufficient to pay the principal of, interest on, and any prior redemption premiums due on this Bond (the "Bond Requirements") when the same become due (except to the extent other revenues are available therefor), subject to the limitations imposed by the Constitution and by the statutes of the State; and that the full faith and credit of the City are hereby irrevocably pledged to the punctual payment of Bond Requirements of this Bond according to its terms.

Payment of the principal of and interest on the Bonds are additionally secured by a pledge of the Pledged Revenues (as defined in the Ordinance) which Pledged Revenues are so pledged as more specifically provided in the Ordinance.

The Bonds are equally and ratably secured by such pledge of the Pledged Revenues, and such pledge constitutes an irrevocable lien (but not necessarily an exclusive lien) upon the Pledged Revenues. Additional securities may be issued and made payable from all or a portion of the Pledged Revenues and having a lien thereon superior to, subordinate to or on a parity with such pledge, in each case subject to the conditions of and in accordance with the Ordinance.

Reference is made to the Ordinance and to the Bond Act, for an additional description of the nature and extent of the security for the Bonds, the accounts, funds, or revenues pledged, the nature and extent and manner of enforcement of the pledge, the rights and remedies of the registered owners of the Bonds with respect thereto, the terms and conditions upon which the Bonds are issued, and a statement of rights, duties, immunities, and obligations of the City, and other rights and remedies of the owners of the Bonds.

To the extent and in the respects permitted by the Ordinance, the provisions of the Ordinance may be amended or otherwise modified by action of the City taken in the manner and subject to the conditions and exceptions prescribed in the Ordinance. The pledge of Pledged Revenues under the Ordinance may be discharged at or prior to the respective maturities or prior redemption of the Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Ordinance.

This Bond shall not be entitled to any benefit under the Ordinance, or be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication hereon.

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 payment and for all other purposes, except to the extent otherwise provided hereinabove and in the Ordinance with respect to Regular and Special Record Dates for the payment of interest.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Upon any partial prior redemption of the Bond, Cede & Co., in its discretion may request the Registrar to authenticate a new Bond or shall make an appropriate notation on this Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case this Bond must be presented to the Paying Agent prior to prepayment.

No transfer of this Bond shall be valid unless made on the registration records maintained at the principal office of the Registrar by the registered owner or his or her attorney duly authorized in writing.

No recourse shall be had for the payment of the Bond Requirements of this Bond or for any claim based thereon or otherwise in respect to the Ordinance or other instrument pertaining thereto against any individual member of the Council, or any officer or other agent of the City, past, present, or future, either directly or indirectly through the Council or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this Bond and as a part of the consideration of its issuance specially waived and released.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, in the County of Clark and State of Nevada has caused this Bond to be executed in the name and on behalf of the City with the manual or facsimile signature of the Mayor, to be attested, signed and executed with a manual or facsimile signature of the City Clerk, has caused a manual or facsimile impression of the seal of the City to be affixed hereon, and has caused this Bond to be countersigned with the manual or facsimile signature of the City Treasurer, all as of the dated date hereof.

CITY OF LAS VEGAS, NEVADA

By: (Manual or Facsimile Signature)
Mayor
Las Vegas, Nevada

(MANUAL OR FACSIMILE SEAL)

Countersigned:

City Treasurer
Las Vegas, Nevada

Attest:

City Clerk
Las Vegas, Nevada

* Insert only if Certificate of Chief Financial Officer designates any of the Bonds as Term Bonds.

** Insert only if Bonds are initially delivered to the Depository Trust Company pursuant to this Ordinance.

(End of Form of Bond)

(Form of Registrar's Certificate of Authentication for Bonds)

Date of authentication
and registration _____

This is one of the Bonds described in the within-mentioned Ordinance, and this Bond has been duly registered on the registration records kept by the undersigned as Registrar for such Bonds.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
as Registrar

By _____Manual Signature_____
Authorized Officer or Employee

(End of Form of Registrar's Certificate of Authentication for Bonds)

[Insert Insurance Statement if applicable]

(Form of Prepayment Panel)

The following installments of principal (or portions thereof) of this Bond have been prepaid by the City of Las Vegas, Nevada, in accordance with the terms of the Ordinance authorizing the issuance of this Bond.

Date of Prepayment	Principal Amount Prepaid	Signature of Authorized Representative of DTC

(End of Form of Prepayment Panel)

(Form of Assignment for Bonds)

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and hereby irrevocably constitutes and appoints _____ attorney, to transfer the same on the records kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

_____

Signature Guaranteed:

_____

Name of Transferee:

_____

Address of Transferee:

_____

_____

_____

Social Security or other tax identification number of Transferee:

_____

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.

(End of Form of Assignment for Bonds)

SECTION 23. Use of Predecessor's Signature. The Bonds bearing the signatures of the officers in office at the time of the execution of the Bonds shall be valid and binding obligations of the City, notwithstanding that before their delivery any or all of the persons who executed them shall have ceased to fill their respective offices. The Mayor, the City Treasurer, and the City Clerk at the time of the execution of a signature certificate relating to the Bonds, may each adopt as and for his own facsimile signature the facsimile signature of his predecessor in office if such facsimile signature appears upon any of the Bonds.

SECTION 24. Deposit of Proceeds. The City Treasurer shall cause the proceeds of the Bonds to be applied as follows:

A. First, an amount sufficient from the proceeds of the Bonds, together with other available moneys of the City, shall be deposited into the special account hereby created and designated as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Various Purpose Refunding Bonds (Additionally Secured with Pledged Revenues), Series 2016B Redemption Account" (the "Redemption Account") held by the paying agent for the Refunded Bonds to be used to redeem the Refunded Bonds on the date of issuance of the Bonds.

B. Second, the remaining proceeds of the Bonds shall be accounted for by deposit into a special account hereby created in the treasury of the City and designated as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Various Purpose Refunding Bonds (Additionally Secured with Pledged Revenues), Series 2016B Cost of Issuance Account" (the "Issuance Account") and shall be applied solely to defray wholly or in part the costs of issuing the Bonds and establishing the Redemption Account, which the Council hereby determines are necessary and desirable and pertain to the Project. After the payment of such costs, any unexpended moneys remaining in the Issuance Account shall be deposited into the Principal Account hereinafter created for the payment of the principal of the Bonds as the same becomes due. The Purchaser shall in no manner be responsible for the application of the proceeds of the Bonds by the City, or by any of its officers, agents and employees.

SECTION 25. Maintenance and Use of Redemption Account.

A. The Redemption Account shall be maintained by the City in an amount at the time of those initial deposits therein to pay the interest due in connection with the Refunded Bonds, both accrued and not accrued, as the same become due up to and including the redemption date for the Refunded Bonds determined by the Chief Financial Officer (the "Refunded Bonds Redemption Date"), and to redeem on the Refunded Bonds Redemption Date all of the Refunded Bonds at a redemption price equal to the principal amount thereof, plus accrued interest to the Refunded Bonds Redemption Date.

B. Moneys shall be withdrawn from the Redemption Account to permit the payment of the principal and interest requirements of the Refunded Bonds on the Refunded Bonds Redemption Date, and the City as directed by the Chief Financial Officer shall conditionally call for prior redemption all the Refunded Bonds. Any moneys remaining in the Redemption Account after provision shall have been made for the redemption in full of the Refunded Bonds shall be applied to any lawful purpose of the City as the Council as directed by the Chief Financial Officer may hereafter determine.

C. If for any reason the amount in the Redemption Account shall at any time be insufficient for the purposes of effecting the Project, the City shall forthwith from the first moneys available therefor deposit in the Redemption Account such additional moneys as shall be necessary to permit the payment in full of the principal, interest and redemption premium due in connection with the Refunded Bonds.

SECTION 26. Exercise of Option; Notice of Redemption.

A. The Council has elected and does hereby declare its intent to exercise on the behalf and in the name of the City its option to redeem on the Refunded Bonds Redemption Date all of the Refunded Bonds. The Council is hereby obligated so to exercise such option, which option shall be deemed to have been exercised when notice is duly given and completed forthwith after the issuance of the Bonds as herein provided or when conditional notice is duly given prior to the issuance of the Bonds.

B. The Treasurer is authorized and directed to give a conditional notice of prior redemption and defeasance of all the Refunded Bonds as set forth herein, in accordance with the provisions of the ordinance authorizing the issuance of the Refunded Bonds.

C. The conditional notice of prior redemption and defeasance shall be given as required by the ordinance authorizing the issuance of the Refunded Bonds.

SECTION 27. Use of Investment Gain. Pursuant to Section 350.658, Bond Act, and except as may otherwise be required herein, any gain from any investment and any reinvestment of any proceeds of the Bonds shall be deposited promptly upon the receipt of such gain at any time or from time to time into the Issuance Account to the extent necessary to pay the Cost of the Project, and thereafter, shall be deposited to the Principal Fund or Interest Fund, hereinafter created, for the payment of the principal of or interest on the Bonds or any combination thereof.

SECTION 28. Purchaser Not Responsible. The validity of the Bonds shall not be dependent on nor be affected by the validity or regularity of any proceedings relating to the Project, or any part thereof, or to the completion of the Project. Neither the Purchaser, any associate thereof, nor any subsequent owner of any Bond shall in any manner be responsible for the application or disposal by the City or by any of its officers, agents, and employees of the moneys derived from the sale of the Bonds or of any other moneys referred to in this Ordinance.

SECTION 29. General Tax Levies. So far as possible, the Bond Requirements of the Bonds shall be paid from first from the Pledged Revenues. However, pursuant to Section 350.596, Bond Act, the principal and interest falling due on the Bonds at any time when there are not on hand sufficient funds to pay same shall be paid out of a general fund of the City or out of any other funds that may be available for such purpose, including, without limitation, any proceeds of General Taxes. For the purpose of repaying any moneys so paid from any such fund or funds (other than any moneys available without replacement for the payment of such Bond Requirements on other than a temporary basis), and for the purpose of creating funds for the payment of the Bond Requirements, there are hereby created separate accounts designated respectively as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Various Purpose Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2016B, Principal

Fund" (the "Principal Fund") and the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Various Purpose Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2016B, Interest Fund" (the "Interest Fund"). Pursuant to Sections 350.592 and 350.594, Bond Act, there shall be duly levied immediately after the issuance of the Bonds and annually thereafter, until all of the Bond Requirements shall have been fully paid, satisfied and discharged, a General Tax on all property, both real and personal, subject to taxation within the boundaries of the City, including the net proceeds of mines, fully sufficient to reimburse such fund or funds for any such amounts temporarily advanced to pay such initial installments of principal and interest, and to pay the interest on the Bonds becoming due after such initial installment, and to pay, retire and redeem the Bonds as they thereafter become due at maturity as herein provided, after there are made due allowances for probable delinquencies. The proceeds of such annual levies shall be duly credited to such separate accounts for the payment of such Bond Requirements. In the preparation of the annual budget or appropriation resolution or ordinance for the City, the Council shall first make proper provisions through the levy of sufficient General Taxes for the payment of the interest on and the retirement of the principal of the bonded indebtedness of the City, including, without limitation, the Bonds, subject to the limitation imposed by NRS 361.453 and Section 2, art. 10, State Constitution, and the amount of money necessary for this purpose shall be a first charge against all the revenues received by the City.

SECTION 30. Priorities for Bonds. As provided in NRS 361.463, in any year in which the total General Taxes levied against the property in the City by all overlapping units within the boundaries of the City exceeds the limitation imposed by NRS 361.453, or a lesser or greater amount fixed by the State Board of Examiners in any fiscal year, and it becomes necessary by reason thereof to reduce the levies made by any and all such units, the reductions so made shall be in General Taxes levied by such unit or units (including, without limitation, the City and the State) for purposes other than the payment of their bonded indebtedness, including interest thereon. The General Taxes levied for the payment of such bonded indebtedness and the interest thereon shall always enjoy a priority over General Taxes levied by each such unit (including, without limitation, the City and the State) for all other purposes where reduction is necessary in order to comply with the limitation of NRS 361.453.

SECTION 31. Correlation of Levies. Such General Taxes shall be levied and collected in the same manner and at the same time as other taxes are levied and collected, and the proceeds thereof for the Bonds herein authorized shall be kept in the Principal Fund and in the Interest Fund, which accounts shall be used for no other purpose than the payment of principal and interest, respectively, as the same fall due.

SECTION 32. Use of General Fund. Any sums becoming due on the Bonds at any time when there are on hand from such General Taxes (and any other available moneys) insufficient funds to pay the same shall be promptly paid when due from general funds on hand belonging to the City, reimbursement to be made for such general funds in the amounts so advanced when the General Taxes herein provided for have been collected, pursuant to § 350.596, Bond Act.

SECTION 33. Use of Other Funds. Nothing in this Ordinance prevents the City from applying any funds (other than General Taxes but including Pledged Revenues) that may be available for that purpose to the payment of the Bond Requirements as the same, respectively,

fall due, and upon such payments, the levy or levies herein provided may thereupon to that extent be diminished, pursuant to NRS 350.598.

SECTION 34. Legislative Duties. In accordance with NRS 350.592, it shall be the duty of the Council annually, at the time and in the manner provided by law for levying other General Taxes of the City, if such action shall be necessary to effectuate the provisions of this Ordinance, to ratify and carry out the provisions hereof with reference to the levy and collection of General Taxes; and the Council shall require the officers of the City to levy, extend and collect such General Taxes in the manner provided by law for the purpose of creating funds for the payment of the principal of the Bonds and the interest thereon. Such General Taxes when collected shall be kept for and applied only to the payment of the principal of and the interest on the Bonds as hereinbefore specified.

SECTION 35. Appropriation of General Taxes. In accordance with NRS 350.602, there is hereby specially appropriated the proceeds of such General Taxes to the payment of such principal of and interest on the Bonds; and such appropriations will not be repealed nor the General Taxes postponed or diminished (except as herein otherwise expressly provided) until the Bond Requirements for the Bonds have been wholly paid.

SECTION 36. Pledge of Pledged Revenues. Subject only to the provisions of this Ordinance permitting the application thereof for or to the purposes and on the terms and conditions set forth herein, there are hereby additionally pledged to secure the payment of principal of and interest on the Bonds in accordance with their terms and the provisions of this Ordinance, all of the Pledged Revenues. This pledge shall be valid and binding from and after the date of the delivery of the Bonds to the Purchaser; and the Pledged Revenues, as received by the City shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing or further act; and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City (except as herein otherwise provided) irrespective of whether such parties have notice thereof. The lien of this pledge and the obligation to perform the contractual provisions hereby made shall have priority over any and all other obligations and liabilities of the City payable from the Pledged Revenues, except as herein otherwise provided.

SECTION 37. Revenue Fund. So long as any of the Bonds shall be Outstanding, the Sales Tax Revenues upon their receipt from time to time by the City, shall be set aside and credited immediately to a separate account heretofore created in the treasury of the City and designated as "City of Las Vegas Sales Tax Revenue Fund" (the "Revenue Fund") which shall be comprised of the Sales Tax Revenues. So long as any of the Bonds hereby authorized shall be Outstanding, the Revenue Fund shall be administered and the moneys on deposit therein shall be applied in the order of priority specified in Sections 38 through 42.

SECTION 38. Interest Fund. First, from any moneys thereafter remaining in the Revenue Fund, there shall be transferred and credited to the Interest Fund and to any other fund or account established for the payment of interest on any other Parity Securities, monthly, commencing the first day of the month immediately succeeding the delivery to the Purchaser of the Bonds, the amount necessary to accumulate by substantially equal monthly installments (together with any other moneys from time to time available therefor from whatever sources) the

amount necessary to pay the installment of interest next due on the Bonds and such Parity Securities.

SECTION 39. Principal Fund. Second, from any moneys thereafter remaining in the Revenue Fund, there shall be transferred and credited to the Principal Fund and to any other fund or account established for the payment of principal or sinking fund installments on any other Parity Securities monthly, commencing on the first day of the month immediately succeeding the delivery of the Bonds to the Purchaser, the amount necessary to accumulate by substantially equal monthly installments (together with any other moneys from time to time available therefor from whatever sources) to pay the installment of principal next due on the Bonds and such Parity Securities.

SECTION 40. Payment to Rebate Fund. Third, and subject to the provisions herein above, there shall be transferred into the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Various Purpose Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2016B, Rebate Fund," hereby created and held by the City, after making in full the monthly deposits required by Sections 38 and 39, but prior to the transfer of any Pledged Revenues to the payment of Subordinate Securities, such amounts as are required to be deposited therein to meet the City's obligations under the covenant contained in Section 50 hereof, in accordance with Section 148(f) of the Tax Code. Amounts in the Rebate Fund shall be used for the purpose of making the payments to the United States required by such covenant and Section 148(f) of the Tax Code. Any amounts in the Rebate Fund in excess of those required to be on deposit therein by Section 50 hereof and Section 148(f) of the Tax Code may be withdrawn therefrom and used for any lawful purpose relating to the Project. Third, from any moneys thereafter remaining in the Revenue Fund, there shall be transferred and credited to the rebate fund for any Parity Securities to pay the costs of rebates to the United States under Section 148 of the Internal Revenue Code of 1986, as amended.

SECTION 41. Payment of Subordinate Securities. Fourth, any moneys thereafter remaining in the Revenue Fund may be used by the City for the payment of the principal of and interest on Subordinate Securities; and may be used to create reasonable reserves and to pay the costs of rebates to the United States under Section 148 of the Internal Revenue Code of 1986, as amended rebate for such securities.

SECTION 42. Surplus Revenues. Fifth, any moneys thereafter remaining in Revenue Fund may be used by the City at the end of any fiscal year of the City, or whenever there shall have been credited all amounts required to be deposited in the respective foregoing separate accounts for all of that fiscal year, for any lawful purposes of the City, as the City Council may from time to time determine.

SECTION 43. Termination of Deposits. No payment need be made into the Interest Fund or Principal Fund if the amounts in those funds total a sum at least equal to the entire amount of the Outstanding Bonds as to all Bond Requirements to their respective maturities both accrued and not accrued, in which case moneys in such account in an amount, except for any interest or other gain to accrue from any investment of moneys in Federal Securities (as herein defined) from the time of any such investment to the time or respective times the proceeds of any such investment or deposit shall be needed for such payment, at least equal to such Bond

Requirements, shall be used, together with any such gain from such investments, solely to pay such Bond Requirements as the same become due.

SECTION 44. Equal Security. The Bonds and any Parity Securities from time to time Outstanding shall be equally and ratably secured by the pledge of Pledged Revenues hereunder and shall not be entitled to any priority one over the other in the application of the Pledged regardless of the time or times of the issuance of the Bonds and any such Parity Securities.

SECTION 45. Defraying Delinquencies. If at any time the City shall for any reason fail to pay into the Interest Fund or the Principal Fund, the full amount above stipulated from the Pledged Revenues, then an amount shall be paid into the Interest Fund and Principal Fund at such time equal to the difference between that paid from the Pledged Revenues and the full amount so stipulated. If securities (other than the Bonds) are Outstanding, the payment of which are secured by a lien on all or a portion of the Pledged Revenues which lien is on a parity with the lien hereon of the Bonds, and if the proceedings authorizing issuance of those securities require the replacement of moneys in a interest fund, principal fund, reserve fund or rebate fund therefor, then the moneys replaced in such funds shall be replaced on a pro rata basis related to the principal amount of the then Outstanding Bonds and the then Outstanding other Parity Securities, as moneys become available therefor, first into all of such interest, principal, and reserve funds and second into all such rebate funds.

SECTION 46. No Superior Securities Permitted; Conditions to Issuance of Parity Securities.

A. Nothing herein permits the City to issue Superior Securities secured by and payable solely from the Sales Tax Revenues and having a lien thereon prior and superior to the lien thereon of the Bonds.

B. Nothing herein, except as expressly hereinafter provided, shall prevent the issuance by the City of additional Parity Securities payable from all or a portion of the Pledged Revenues and constituting a lien thereon on a parity with, the lien thereon of the Bonds, provided, however, that the following are express conditions to the authorization and issuance of any such Parity Securities:

(1) At the time of adoption of the instrument authorizing the issuance of the additional Parity Securities, the City shall not be in default in the payment of principal of or interest on the Bonds.

(2) The Pledged Revenues (subject to adjustments as hereinafter provided) projected by the City Chief Financial Officer, the Director of Public Works or an independent accountant or consulting engineer to be derived in the later of (i) the Fiscal Year immediately following the Fiscal Year in which the facilities to be financed with the proceeds of the additional Parity Securities are projected to be completed or (ii) the first Fiscal Year for which no interest has been capitalized for the payment of any Parity Securities, including the Parity Securities proposed to be issued, will be sufficient to pay at least an amount equal to the principal (or redemption price) and interest requirements (to be paid during that Fiscal Year) of

the Outstanding Bonds, any other Outstanding Parity Securities of the City and the Parity Securities proposed to be issued (excluding any reserves therefor).

C. In any determination of whether or not additional Parity Securities may be issued in accordance with the foregoing earnings test, the respective annual principal (or redemption price) and interest requirements shall be reduced to the extent such requirements are scheduled to be paid with moneys held in trust or in escrow for that purpose by any trust bank within or without the State, including the known minimum yield from any investment in Federal Securities (as herein defined).

D. A written certificate or written opinion by the City's Chief Financial Officer, the City's Director of Public Works, or an independent accountant or consulting engineer that the foregoing earnings test is met, shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver additional Parity Securities.

E. In connection with the authorization of any such additional securities the Council may on behalf of the City adopt any additional covenants or agreements with the holders of such additional securities; provided, however, that no such covenant or agreement may be in conflict with the covenants and agreements of the City herein and no such covenant or agreement may be materially adverse to the interests of the holders of the Bonds. Any finding of the Council to the effect that the foregoing requirements are met shall, if made in good faith, conclusively establish that the foregoing requirements have been met for purposes of this Ordinance.

SECTION 47. Subordinate Securities Secured by Sales Tax Revenues. Nothing herein, except as expressly hereinafter provided, shall prevent the City from issuing additional Subordinate Securities payable from Sales Tax Revenues and constituting a lien thereon subordinate to the lien thereon of the Bonds and any Outstanding Parity Securities.

SECTION 48. Issuance of Refunding Bonds.

A. At any time after the Bonds, or any part thereof, are issued and remain Outstanding, if the City shall find it desirable to refund any Outstanding Bonds or other Outstanding Parity or Subordinate Securities payable from and constituting a lien upon any Pledged Revenues, such Bonds or other securities, or any part thereof, may be refunded only if the Bonds or other securities at the time or times of their required surrender for payment shall then mature or shall be then callable for prior redemption for the purpose of refunding them at the City's option upon proper call, unless the owner or owners of all such Outstanding securities consent to such surrender and payment, regardless of whether the priority of the lien for the payment of the refunding securities on the Pledged Revenues is changed.

B. The refunding bonds or other refunding securities so issued shall enjoy complete equality of lien with the portion of any securities of the same issue which is not refunded, if there is any; and the owner or owners of the refunding securities shall be subrogated to all of the rights and privileges enjoyed by the owner or owners of the unrefunded securities of the same issue partially refunded by the refunding securities.

C. Any refunding bonds or other refunding securities payable from any Pledged Revenues shall be issued with such details as the Council may by ordinance provide, subject to

the provisions of this section but without any impairment of any contractual obligation imposed upon the City by any proceedings authorizing the issuance of any unrefunded portion of the Outstanding securities of any one or more issues (including, without limitation, the Bonds).

D. If only a part of the Outstanding Bonds and other Outstanding securities of any issue or issues payable from the Pledged Revenues is refunded, then such securities may not be refunded without the consent of the owner or owners of the unrefunded portion of such securities:

(1) Unless the refunding bonds or other refunding securities do not increase for any Bond Year the aggregate principal and interest requirements evidenced by the refunding securities and by the Outstanding securities not refunded on and before the last maturity date or last Redemption Date, if any, whichever is later, of the unrefunded securities, and unless the lien of any refunding bonds or other refunding securities on the Pledged Revenues is not raised to a higher priority than the lien thereon of the Bonds or other securities thereby refunded; or

(2) Unless the lien on any Pledged Revenues for the payment of the refunding securities is subordinate to each such lien for the payment of any securities not refunded; or

(3) Unless the refunding bonds or other refunding securities are issued in compliance with Section 46 hereof.

SECTION 49. Defeasance. When all Bond Requirements of any Bond have been duly paid, the pledge, the lien, and all obligations hereunder as to that Bond shall thereby be discharged 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 direct obligations of, or obligations the principal of or interest on which are unconditionally guaranteed by, the United States of America (the "Federal Securities") in which such amount may be initially invested wholly or in part) to meet all Bond Requirements of the Bond, as the same become due to the final maturity of the Bond, or upon any redemption date as of which the City shall have exercised or shall have obligated itself to exercise its prior redemption option by a call of Bond for payment then. 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. When such defeasance is accomplished the Paying Agent shall mail written notice of the defeasance to the registered owner of the Bond at the address last shown on the registration records for the Bonds maintained by the Registrar.

SECTION 50. Tax Covenant. The City covenants for the benefit of the owners of the Bonds that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the City or any project financed or refinanced with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose

its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, or (ii) would cause interest on the Bonds 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 adjustment 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 Bonds until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code have been met.

SECTION 51. Amendments. This Ordinance may be amended or supplemented by instruments adopted by the City, without receipt by the City of any additional consideration, without the consent of or notice to the owners of the Bonds for the purpose of curing any ambiguity or formal defect or omission herein; or with the written consent of the insurer of the Bonds, if any, or the owners of 66% in aggregate principal amount of the Bonds Outstanding at the time of the adoption of the amendatory or supplemental instrument in connection with any other amendment, excluding Bonds which may then be held or owned for the account of the City, but including such refunding securities as may be issued for the purpose of refunding any of the Bonds if the refunding securities are not owned by the City. No such instrument shall permit without the consent of the insurer of the Bonds, if any, or all of the bond owners adversely affected thereby:

(a) A change in the maturity or in the terms of redemption of the principal or any installment thereof of any Outstanding Bond or any installment of interest thereon;

(b) A reduction in the principal amount of any bond or the rate of interest thereon, without the consent of the owner of the Bond; or

(c) A reduction of the principal amount or percentages or otherwise affecting the description of Bonds the consent of the owners of which is required for any modification or amendment; or

(d) The establishment of priorities as between Bonds issued and Outstanding under the provisions of this Ordinance; or

(e) The modification of, or other action which materially and prejudicially affects the rights or privileges of the owners of less than all of the Bonds then Outstanding.

(f) Whenever the City proposes to amend or modify this Ordinance under the provisions hereof, it shall cause notice of the proposed amendment to be mailed by first class mail within 30 days to the insurer of the Bonds, if any, or each registered owner of each registered Bond. The notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory instrument is on file in the office of the City Clerk for public inspection.

Whenever at any time within one year from the date of such notice there shall be filed in the office of the City Clerk an instrument or instruments executed by the insurer of the Bonds, if any, or the owners of at least 66% in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed amendatory instrument described in

the notice and shall specifically consent to and approve the adoption of the instrument; thereupon, but not otherwise, the Council may adopt the amendatory instrument and the instrument shall become effective.

If the insurer of the Bonds, if any, or the owners of at least 66% in aggregate principal amount of the Bonds Outstanding, at the time of the adoption of the amendatory instrument, or the predecessors in title of such owners, shall have consented to and approved the adoption thereof as herein provided, no insurer or owner of any Bond, whether or not the insurer or owner shall have consented thereto, shall have any right or interest to object to the adoption of the amendatory instrument or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin the City from taking any action pursuant to the provisions thereof. Any consent given by the insurer of the Bonds, if any, or the owner of a Bond pursuant to the provisions hereof shall be irrevocable.

Bonds authenticated and delivered after the effective date of any action taken as provided in this Section 56 may bear a notation by endorsement or otherwise in form approved by the City as to the action; and if any Bond so authenticated and delivered shall bear such notation, then upon demand of the owner of any Bond Outstanding at such effective date and upon presentation of his bond, suitable notation shall be made on the Bond as to any such action. If the City so determines, new bonds so modified as in the opinion of the City to conform to such action shall be prepared, registered and delivered; and upon demand of the owner of any Bond then Outstanding, shall be exchanged without cost to the owner for Bonds then Outstanding upon surrender of such Bonds.

SECTION 52. Replacement of Registrar or Paying Agent. If the Registrar or Paying Agent shall resign, or if the Council shall reasonably determine that said Registrar or Paying Agent has become incapable of performing its duties hereunder, or if for any other reason the City determines to retain a successor Registrar or Paying Agent, the Council may, as directed by the Chief Financial Officer, upon notice mailed to each owner of any Bond at his address last shown on the registration records, appoint a successor Registrar or Paying Agent. 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 person or institution serve as Registrar and Paying Agent thereunder, but the City shall have the right to have the same person or institution serve as Registrar and Paying Agent. Any successor Registrar and Paying Agent must be an officer or employee of the City or a commercial bank authorized to execute trust powers. Any successor by merger with the Registrar and Paying Agent is automatically appointed as Registrar and Paying Agent hereunder without any further action of the Council, as long as the successor otherwise is qualified to act as Registrar and Paying Agent pursuant to this section. Any bank, trust company or national banking association into which the Registrar and/or Paying Agent or its successor may be converted, merged or with which it may be consolidated, or to which it may sell or otherwise transfer all or substantially all of its corporate trust business shall be the successor of the Registrar and/or Paying Agent under this Ordinance with the same rights, powers, duties and obligations and subject to the same restrictions, limitations, and liabilities as its predecessor, all without the execution or filing of any papers or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 53. Delegated Powers. The officers of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limitation:

A. The printing of the Bonds, including, without limitation, and if appropriate, a statement of insurance, if any;

B. The execution of the certificates as may be reasonably required by the Purchaser, relating, inter alia,

(1) to the signing of the Bonds,

(2) to the tenure and identity of the officials of the City,

(3) to the assessed valuation of the taxable property in and the indebtedness of the City,

(4) to the rate of taxes levied against the taxable property within the City,

(5) to the exemption of interest on the Bonds from gross income for purposes of federal income taxation,

(6) to the delivery of the Bonds to The Depository Trust Company and the receipt of the purchase price of the Bonds,

(7) to the completeness and accuracy of any information provided the Purchaser in connection with the Bonds as of the date of delivery of the Bonds, and

(8) if it is in accordance with the fact, to the absence of litigation, pending or threatened, affecting the validity of the Bonds;

C. The execution by the Chief Financial Officer of the Bond Purchase Proposal for the sale of the Bonds with the Purchaser thereof;

D. The completion and execution by the Chief Financial Officer of the Certificate of the Chief Financial Officer; and

E. The execution by the Chief Financial Officer of the Continuing Disclosure Certificate and any agreements related to the Registrar and Paying Agent for the Bonds not inconsistent with the provisions of this ordinance; and

F. The assembly and dissemination of financial and other information concerning the City and the Bonds.

SECTION 54. Continuing Disclosure Undertaking and Certificate. The City covenants for the benefit of the holders and beneficial owners of the Bonds to comply with the provisions of the final Continuing Disclosure Certificate in substantially the form now on file with the City

Clerk to be executed and delivered in connection with the delivery of the Bonds and the City Chief Financial Officer is authorized to execute and deliver such certificate on behalf of the City.

SECTION 55. Publication of Proposed Ordinance. When first proposed, this Ordinance must be read to the Council by title, after which an adequate number of copies of this Ordinance must be deposited with the City Clerk for public examination and distribution. Notice of the deposit must be published once in a newspaper published and having general circulation in the City at least 10 days before the adoption of the Ordinance, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

BILL NO. _____
ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA AUTHORIZING THE ISSUANCE OF ITS "CITY OF LAS VEGAS, NEVADA, GENERAL OBLIGATION (LIMITED TAX) VARIOUS PURPOSE REFUNDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES), SERIES 2016B" FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS; PROVIDING THE FORM, TERMS AND CONDITIONS OF THE BONDS, AND THE SECURITY THEREFOR, AND OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING OTHER MATTERS RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

PUBLIC NOTICE IS HEREBY GIVEN, and 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 City Clerk of the City of Las Vegas, in City Hall, 495 South Main Street, Las Vegas, Nevada, and that such Ordinance was proposed on the March 2, 2016, and will be considered for adoption at the a regular meeting of the City Council of the City of Las Vegas held on March 16, 2016.

/s/ LuAnn D. Holmes, MMC
City Clerk

(End of Form of Publication of Notice of Deposit of An Ordinance)

SECTION 56. Publication of Ordinance and Effective Date. After this Ordinance is signed by the Mayor and attested and sealed by the Clerk, this Ordinance shall be published by title only, together with the names of the members of the Council who voted for or against its adoption. This Ordinance shall be in effect on and after the publication. Such publication of adoption of this Ordinance shall be made at least once in a newspaper published and having general circulation in the City and such publication shall be in substantially the following form:

(Form of Publication of Adoption of Ordinance)

BILL NO._____
ORDINANCE NO.
(of Las Vegas, Nevada)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA AUTHORIZING THE ISSUANCE OF ITS "CITY OF LAS VEGAS, NEVADA, GENERAL OBLIGATION (LIMITED TAX) VARIOUS PURPOSE REFUNDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES), SERIES 2016B" FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS; PROVIDING THE FORM, TERMS AND CONDITIONS OF THE BONDS, AND THE SECURITY THEREFOR, AND OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING OTHER MATTERS RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

PUBLIC NOTICE IS HEREBY GIVEN, and that such Ordinance was proposed on March 2, 2016, and was passed at the meeting held on March 16, 2016, by the following vote of the City Council:

Those Voting Aye:

Those Voting Nay: _____

Those Absent: _____

This Ordinance shall be in full force and effect from and after the 20th day of March, 2016, i.e., the day after the 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 March 16, 2016.

Attest: /s/ Carolyn G. Goodman
Mayor

/s/ LuAnn D. Holmes, MMC
City Clerk

(End of Form of Publication)

SECTION 57. Ordinance Irrepealable. This Ordinance, if any Bonds are in fact issued, shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled, and discharged, as herein provided.

SECTION 58. Implied Repealer. All resolutions and ordinances, bylaws and orders, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, ordinance, bylaw, order, or part thereof, heretofore repealed.

SECTION 59. Severability. 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.

Adopted March 16 2016.

(SEAL)

Carolyn G. Goodman, Mayor

Attest:

LuAnn D. Holmes, MMC, City Clerk

Approved as to form:

2-17-16

City Attorney or Chief Deputy City Attorney

This Ordinance shall be in full force and effect from and after March 20, 2016, i.e., the day after the publication of such Ordinance by its title only.

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss.**
)
CITY OF LAS VEGAS)

I, LuAnn D. Holmes, MMC, the duly chosen and qualified City Clerk of Las Vegas (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 on March 2, 2016 and finally adopted and approved on March 16, 2016.

(2) The following members of the Council were present at the March 2, 2016 Council meeting:

Mayor:	Carolyn G. Goodman
Council members:	Steven D. Ross
	Lois Tarkanian
	Ricki Y. Barlow
	Stavros S. Anthony
	Bob Coffin
	Bob Beers
Those Absent:	_____
	_____

(3) The foregoing Ordinance was first proposed and read by title to the City Council on March 2, 2016, and referred to a committee composed of _____ _____ for recommendation; thereafter the committee reported favorably on the Ordinance on March 16, 2016, which was a regular meeting of said Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The members of the City Council were present at the March 16, 2016 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:

Mayor:	Carolyn G. Goodman
Council members:	Steven D. Ross
	Lois Tarkanian
	Ricki Y. Barlow
	Stavros S. Anthony
	Bob Coffin
	Bob Beers
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 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 Council were given due and proper notice of the meetings held on March 2, 2016 and March 16, 2016. Pursuant to NRS 241.020, 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 working days before the meetings 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, on the City's website, on the official website of the State of Nevada pursuant to NRS 232.2175, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) City Hall
495 S. Main Street
Las Vegas, Nevada

(ii) City of Las Vegas
333 N. Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(iv) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(v) The City of Las Vegas website

and

(b) By mailing a copy of the notice to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

(6) A copy of such notice so given of the meeting of the Council on March 2, 2016 is attached to this certificate as Exhibit A, and a copy of such notice so given of the meeting of the Council on March 16, 2016 is attached to this certificate as Exhibit B.

(7) A copy of the affidavit of publication of the notice of deposit of ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of the adoption of the ordinance is attached to this certificate as Exhibit D.

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

IN WITNESS WHEREOF, I have hereunto set my hand on this March 16, 2016.

_____

LuAnn D. Holmes, MMC, City Clerk

EXHIBIT A

(Attach Copy of Notice of March 2, 2016 Meeting)

EXHIBIT B

(Attach Copy of Notice of March 16, 2016 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Deposit of Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILLS:

Bill No. 2016-21 - Authorizes the issuance of City of Las Vegas, Nevada, General Obligation (Limited Tax) Sewer Bonds (Additionally Secured by Pledged Revenues) Series 2016C for the purpose of refunding certain outstanding bonds for interest rate savings in an amount not to exceed $18,000,000. Proposed by: Venetta Appleyard, Director of Finance

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $18,000,000
Funding Source: General Fund
Dept./Division: Finance Department

PURPOSE/BACKGROUND:
Pursuant to NRS 268.672 to 268.740, inclusive and NRS 350.500 to NRS 350.720, inclusive, the City is authorized to borrow money and to issue general obligation bonds for the purpose of defraying wholly or in part, the cost of acquiring, construction, improving, equipping and refunding sewerage projects, as defined by NRS 268.714. This bill will authorize such bonds for the purposes stated. The bonds will be additionally secured by the pledged revenues of the sewer sanitation system.

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

BACKUP DOCUMENTATION:
Bill No. 2016-21

Summary - An ordinance authorizing the issuance by the City of Las Vegas of its General Obligation (Limited Tax) Sewer Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2016C, and providing other matters relating thereto.

BILL NO. 2016-21
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA PROVIDING FOR THE ISSUANCE OF ITS GENERAL OBLIGATION (LIMITED TAX) SEWER REFUNDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES), SERIES 2016C FOR THE PURPOSE OF REFUNDING CERTAIN OF THE CITY'S OUTSTANDING SEWER BONDS; PROVIDING THE FORM, TERMS AND CONDITIONS THEREOF AND THE SECURITY THEREFOR, AND OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING OTHER MATTERS RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF

WHEREAS, the City of Las Vegas in the County of Clark and State of Nevada (the "City," the "County" and the "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 charter; defining the boundaries thereof; and providing other matters properly relating thereto," cited as chapter 517, Statutes of Nevada, 1983, as amended (the "Charter"); and

WHEREAS, the City now owns and operates a municipal sanitary sewer system (the "Sewer System"); and

WHEREAS, pursuant to the Charter, NRS 268.672 through 268.740, inclusive (the "City Bond Law"), pursuant to chapter 350 of NRS and all laws amendatory thereof which includes the Local Government Securities Laws, being 350.500 through 350.720, NRS, and all laws amendatory thereof (the "Bond Act"), the City is authorized to borrow money and to issue general obligation bonds of the City for the purpose of refunding, paying and discharging outstanding bonds for interest rate savings or to effect other economies (the "Project"); and

WHEREAS, the City has determined and hereby determines that it is necessary and in the best interests of the City and its citizens to finance the Project; and

WHEREAS, if the City Chief Financial Officer determines that it is necessary and in the best interests of the City and its citizens to finance the Project, including refunding certain of the City's outstanding City of Las Vegas, Nevada General Obligation (Limited Tax) Sewer Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2006A (the "2006 Bonds"), after notice inviting bids for the purchase of the Bonds, the City Chief Financial Officer, as the chief financial officer of the City, or in his absence, the City Manager, is hereby authorized to receive and publicly receive bids and sell the City of Las Vegas, Nevada General Obligation (Limited Tax) Sewer Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2016C (the "Bonds" or the "2016 Bonds") to the best bidder therefor (the "Purchaser"), and the City Chief Financial Officer, or in his absence, the City Manager, is hereby authorized to specify which 2006 Bonds, if any, will be refunded (the "Refunded Bonds"), accept a binding bid for the Bonds, the Bonds to bear interest at the rates per annum provided in the bond purchase proposal submitted by the Purchaser (the "Bond Purchase Proposal") such rates not to exceed three percent over the Index of Twenty Bonds most recently published in The Bond Buyer prior to the time bids were received for the Bonds, at a price equal to the principal amount thereof plus accrued interest to the date of delivery of the Bonds plus a premium or less a discount not to exceed 9 percent of the principal amount of the Bonds, all as specified by the City Chief Financial Officer in a certificate dated on or before the date of issuance of the Bonds (the "Certificate of the Chief Financial Officer"); and

WHEREAS, the Council hereby elects to have the provisions of Chapter 348 of NRS (the "Supplemental Bond Act") apply to the Bonds; and

WHEREAS, the Council has determined and hereby declares:

A. It is necessary and for the best interests of the City to effect the Project and to issue the Bonds;

B. Each of the limitations and other conditions to the issuance of the Bonds in the Charter, the Bond Act, the Supplemental Bond Act, and in any other relevant act of the State or the Federal Government, has been met; and pursuant to NRS 350.708, this determination of the Council that the limitations in the Bond Act have been met shall be conclusive in the absence of fraud or arbitrary or gross abuse of discretion; and

C. This ordinance pertains to the sale, issuance and payment of the Bonds; this declaration shall be conclusive in the absence of fraud or gross abuse of discretion in accordance with the provisions of NRS 350.579(2); and

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

SECTION 1. Short Title. This Ordinance shall be known and may be cited as the "2016 Sewer Bond Ordinance."

SECTION 2. Definitions. The terms in this section and in the preambles hereof defined for all purposes of this Ordinance and of any instrument amendatory hereof or supplemental hereto, and of any other instrument or any other document relating hereto, except where the context by clear implication otherwise requires, shall have the meanings in this section and in said preambles specified:

"Bond Requirements" means the principal of, interest on and any prior redemption premiums due in connection with the Bonds.

"Bond Year" means the 12 month period commencing on June 2 of a calendar year and ending on June 1 of the following calendar year.

"Commercial Bank" means a state or national bank or trust company which is a member of the Federal Deposit Insurance Corporation, including without limitation "trust bank" as herein defined.

"Cost of Issuance Account" means the special account designated as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Sewer Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2016C, Cost of Issuance Account" and created herein.

"Federal Government" means the United States, or any agency, instrumentality or corporation thereof.

"Federal Securities" means bills, certificates of indebtedness, notes, bonds or similar securities which are direct obligations of, or the principal and interest of which securities are unconditionally guaranteed by, the United States.

"General Taxes" means general (ad valorem) taxes levied by the City against all taxable property within the boundaries of the City (unless otherwise qualified).

"Gross Revenues" means all income and revenues derived directly or indirectly by the City from the operation and use and otherwise pertaining to the Sewer System or any part

thereof, whether resulting from repairs, enlargements, extensions, betterments or other improvements to the Sewer System, or otherwise, and includes all revenues received by the City from the Sewer System, including, without limitation, all fees, rates, and other charges for the use of the Sewer System, or for any service rendered by the City in the operations thereof, directly or indirectly, the availability of any such service or the sale or other disposal of any commodity derived therefrom, but excluding any moneys borrowed and used for the acquisition of capital improvements and any moneys received as grants, appropriations or gifts from the United States, the State or other sources, the use of which is limited by the grantor or donor to the construction of capital improvements for the Sewer System, except to the extent any such moneys shall be received as payments for the use of the Sewer System, services rendered thereby, the availability of any such service or the disposal of any such commodities. "Gross Revenues" shall also include all income or other gain from the investment of such income and revenues and of the proceeds of securities payable from Gross Revenues or Net Revenues. "Gross Revenues" shall not include revenues derived by the city from special assessments, or the levy thereof, against any tract of land specially benefited by any sanitary sewer project, to defray wholly or in part the cost of the sanitary sewer project.

"Net Revenues" means the Gross Revenues remaining after the deduction of Operation and Maintenance Expenses.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the City, paid or accrued, of operating, maintaining and repairing the Sewer System, including, without limitation:

(a) engineering, auditing, reporting, legal and other overhead expenses relating to the administration, operation and maintenance of the Sewer System;

(b) fidelity bond and property and liability insurance premiums pertaining to the Sewer System or a reasonably allocable share of a premium of any blanket bond or policy pertaining to the Sewer System;

(c) payments to pension, retirement, health and hospitalization funds, and other insurance and to any self-insurance fund as insurance premiums not in excess of such premiums which would otherwise be required for such insurance;

(d) any general taxes, assessments, excise taxes or other charges which may be lawfully imposed upon the City, the Sewer System, revenues therefrom or the City's income from or operations of any properties under its control and pertaining to the Sewer System, or any privilege in connection with the Sewer System or its operations;

(e) the reasonable charges of any Paying Agent or Registrar and any other depository bank pertaining to the Bonds or any other securities payable from Gross Revenues or otherwise pertaining to the Sewer System;

(f) contractual services, professional services, salaries, other administrative expenses and costs of materials, supplies, repairs and labor pertaining to the Sewer System or to the issuance of the Bonds as herein defined, or any other securities relating to the Sewer System, including, without limitation, the expenses and compensation of any receiver or other fiduciary under the Bond Act;

(g) the costs incurred by the City Council in the collection and any refunds of all or any part of Gross Revenues;

(h) any costs of utility services furnished to the Sewer System;

(i) any lawful refunds of any Gross Revenues; and

(j) all other administrative, general and commercial expenses pertaining to the Sewer System including, without limitation, any payments of arbitrage rebate to the United States required by Section 148 of the Tax Code; but excluding:

(i) any allowance for depreciation;

(ii) any costs of extensions, enlargements, betterments and other improvements, or any combination thereof;

(iii) any reserves for major capital replacements, other than normal repairs;

(iv) any reserves for operation, maintenance or repair of the Sewer System;

(v) any allowance for the redemption of any Bond or other security or the payment of any interest thereon or any prior redemption premium due in connection therewith;

(vi) any liabilities incurred in the acquisition or improvement of any properties comprising any project or any existing facilities, or any combination thereof, pertaining to the Sewer System, or otherwise; and

(vii) any liabilities imposed on the City for any legal liability not based on contract, including, without limitation, negligence in the operation of the Sewer System.

"Outstanding" when used with reference to the Bonds or any other designated securities payable from Net Revenues and as of any particular date means all of the Bonds in any manner theretofore and thereupon being executed and delivered:

(a) Except any bond or other security canceled by the City, the Registrar, Paying Agent, or otherwise on the City's behalf, at or before such date;

(b) Except any bond or other security for the payment or the redemption of which moneys at least equal to its Bond Requirements to the date of maturity or to any applicable Redemption Date shall have heretofore been deposited with a trust bank in escrow or in trust for that purpose, as provided in Section 55 hereof; and

(c) Except any bond or other security in lieu of or in substitution for which another Bond or other security shall have been executed and delivered.

"Parity Securities" means securities of the City pertaining to the Sewer System and payable from and secured by Net Revenues on a parity with the Bonds, previously issued and hereafter issued to the extent issued in accordance with the terms, conditions and limitations hereof.

"Paying Agent" means The Bank of New York Mellon Trust Company, N.A. or any successor thereto as paying agent for the Bonds appointed by the City Council.

"Person" means a corporation, firm, other body corporate (including, without limitation, the Federal Government, the State or any other body corporate and politic other than the City), partnership, association or individual, and also includes an executor, administrator, trustee, receiver or other representative appointed according to law.

"Project" means the refunding of the Refunded Bonds and paying the cost of issuance of the Bonds.

"Redemption Date" means a date fixed for the redemption prior to their respective maturities of any Bonds or other designated securities payable from any Net Revenues in any notice of prior redemption or otherwise fixed and designated by the City.

"Redemption Price" means, when used with respect to a Bond or other designated security payable from any Net Revenues, the principal amount thereof plus the applicable premium, if any, payable upon the redemption thereof prior to the stated maturity date of such Bond or other security on a Redemption Date in the manner contemplated in accordance with the security's terms.

"Refunding Account" means the special account designated as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Sewer Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2016C, Refunding Account" and created herein.

"Registrar" means The Bank of New York Mellon Trust Company, N.A. or any successor thereto as registrar for the Bonds appointed by the City Council.

"Sewer System" means the sanitary sewer system of the City, consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City through purchase, construction or otherwise, and used in connection with such system of the City, and in any way pertaining thereto, whether or not located within or without or both within and without the boundaries of the City, for the collection, interception, transportation, treatment, purification and disposal of sewage, liquid wastes, solid wastes, night soil and industrial waste, including, without limitation, sewage improvements, sewage purification, treatment and disposal works, appurtenant machinery, apparatus, structures, buildings and related or appurtenant furniture, fixtures and other equipment, as such system is from time to time extended, bettered or otherwise improved, or any combination thereof.

"Subordinate Securities" means securities of the City pertaining to the Sewer System and payable from and secured by Net Revenues subordinate and junior to the pledge thereof to the Bonds, to the extent issued in accordance with the terms, conditions and limitations hereof.

"Tax Code" means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds, and the applicable regulations and rulings thereunder.

Other capitalized terms used herein shall have the meanings given to such terms in the text hereof, except where the context by clear implication otherwise requires.

SECTION 3. Ratification. All action heretofore taken by the Council and the officers of the City directed toward the Project and toward the issuance, sale and delivery of the Bonds, not inconsistent with the terms and conditions herewith, is hereby ratified, approved and confirmed.

SECTION 4. Estimated Life of Facilities. The Council, on behalf of the City, has determined and does hereby declare:

A. The estimated life or estimated period of usefulness of the improvements acquired with the proceeds of the Refunded Bonds is not less than 21 years from the date of their issuance; and

B. The Bonds shall mature at such time or times not exceeding such estimated life or estimated period of usefulness.

SECTION 5. Necessity of Project and Bonds. It is necessary and in the best interests of the Council, its officers, and the inhabitants of the City, that the City effect the Project and defray wholly or in part the cost thereof by the issuance of the Bonds therefor; and it is hereby so determined and declared.

SECTION 6. Authorization of Project. The Council hereby authorizes the Project.

SECTION 7. Ordinance to Constitute Contract. In consideration of the purchase and the acceptance of the Bonds by those who shall own the same from time to time, the provisions hereof shall be deemed to be and shall constitute a contract between the City and the registered owners from time to time of the Bonds.

SECTION 8. Bonds Equally Secured. The covenants and agreements herein set forth to be performed shall be for the equal benefit, protection and security of the owners of any and all of the Outstanding Bonds, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction except as otherwise expressly provided in or pursuant to this Ordinance.

SECTION 9. General Obligations. All of the Bonds, as to the Bond Requirements, shall constitute general obligations of the City, which hereby pledges its full faith and credit for their payment. So far as possible, Bond Requirements shall be paid from Net

Revenues of the Sewer System (the "Pledged Revenues"). However, the Bonds as to all Bond Requirements shall also be payable from general (ad valorem) taxes (the "General Taxes") (except to the extent that other moneys such as Net Revenues are available therefor) as herein provided.

SECTION 10. Limitations upon Security. The payment of the Bonds is not secured by an encumbrance, mortgage or other pledge of property of the City, except for the proceeds of General Taxes and any other moneys pledged for the payment of the Bonds. No property of the City, subject to such exception, shall be liable to be forfeited or taken in payment of the Bonds.

SECTION 11. No Recourse Against Officers and Agents. No recourse shall be had for the payment of the Bond Requirements of the Bonds or for any claim based thereon or otherwise upon this Ordinance authorizing their issuance or any other instrument relating thereto, against any individual member of the Council or any officer or other agent of the Council or City, past, present or future, either directly or indirectly through the Council or the City, or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of the Bonds and as a part of the consideration of its issuance specially waived and released.

SECTION 12. Authorization and Sale of Bonds. For the purpose of providing funds to pay all or a portion of the cost of the Project, the City shall issue its "City of Las Vegas of its General Obligation (Limited Tax) Sewer Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2016C" in the aggregate principal amount necessary to effect the Project. The Bonds shall be sold to the Purchaser designated in the Certificate of the Chief Financial Officer, and the City Chief Financial Officer is authorized to execute the Bond Purchase Proposal in accordance with the provisions of NRS 350.105 to 350.185, inclusive, and in accordance with the provisions of this Ordinance.

SECTION 13. Bond Details. The Bonds shall be issued in fully registered form, i.e., registered as to both principal and interest. The Bonds shall be dated initially as of the date of their delivery, and except as otherwise provided in Section 18 hereof, shall be issued in denominations of $5,000 or any integral multiple thereof (provided that no Bond may be in a denomination which exceeds the principal coming due on any maturity date, and individual Bonds may be issued with more than one maturity). The Bonds shall be numbered from 1

upward. The Bonds shall bear interest, calculated on the basis of a 360-day year of twelve 30-day months, from their date until their respective maturity dates (or, if redeemed prior to maturity as provided below, their redemption dates) at the respective rates set forth in the Certificate of the Chief Financial Officer, payable on June 1 and December 1 of each year commencing December 1, 2016; provided that those Bonds which are reissued upon transfer, exchange or other replacement shall bear interest at the rates set forth below from the most recent interest payment date to which interest has been paid or duly provided for, or if no interest has been paid, from the date of the Bonds. The Bonds shall mature on the dates and in the amounts set forth in the Certificate of the Chief Financial Officer.

The principal of and redemption premium, if any, on any Bond shall be payable to the registered owner thereof as shown on the registration records kept by the Registrar, upon maturity or prior redemption thereof and upon presentation and surrender at the office designated by the Paying Agent. If any Bond shall not be paid upon such presentation and surrender at or after maturity, it shall continue to draw interest at the interest rate borne by said Bond until the principal thereof is paid in full. Except as otherwise provided in Section 18 hereof, payment of interest on any Bond shall be made to the registered owner thereof by check or draft mailed by the Paying Agent, on each interest payment date (or, if such interest payment date is not a business day, on the next succeeding business day), to the registered owner thereof, at his or her address as shown on the registration records kept by the Registrar as of the close of business on the 15th day of the calendar month next preceding each interest payment date (other than a special interest payment date hereafter fixed for payment of defaulted interest) (the "Regular Record Date"); but any such interest not so timely paid or duly provided for shall cease to be payable to the owner thereof as shown on the registration records of the Registrar as of the close of business on the Regular Record Date and shall be payable to the owner thereof, at his or her address, as shown on the registration records of the Registrar as of the close of business on a date fixed to determine the names and addresses of owners for the purpose of paying defaulted interest (the "Special Record Date"). Such Special Record Date shall be fixed by the Paying Agent whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the owners of the Bonds not less than ten days prior thereto by first-class mail to each such owner as shown on the Registrar's registration records as of a date selected by the Registrar, stating the date of the Special Record Date and the date fixed

for the payment of such defaulted interest. The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the owner of such Bond and the Paying Agent. 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 Registrar.

SECTION 14. Prior Redemption; Partial Redemption.

A. Optional Redemption or Prepayment. Bonds, or portions thereof ($5,000 or any integral multiple), maturing on and after the date specified in the Certificate of the Chief Financial Officer, shall be subject to redemption prior to their respective maturities, at the option of the City as directed by the Chief Financial Officer, at any time on and after the date specified in the Certificate of the Chief Financial Officer, in whole or in part from any maturities selected by the City and by lot within a maturity (giving proportionate weight to Bonds in denominations larger than $5,000), at a price equal to the principal amount of each bond, or portion thereof, so redeemed, accrued interest thereon to the redemption date, and a premium, if any, as provided in the Certificate of the Chief Financial Officer.

B. Mandatory Redemption. The Bonds set forth in the Certificate of the Chief Financial Officer, if any (the "Term Bonds"), shall be subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof and accrued interest to the redemption date. As and for a sinking fund for the redemption of the Term Bonds, there shall be deposited into the Principal Account on or before the principal payment date, of the years set forth in the Certificate of the Chief Financial Officer, a sum which, together with other moneys available in the Principal Account, is sufficient to redeem (after credit is provided below) on the dates and in the principal amounts of the Term Bonds as set forth in the Certificate of the Chief Financial Officer plus accrued interest to the redemption date.

Not more than sixty days nor less than thirty days prior to the sinking fund payment dates for the Term Bonds, the Registrar shall proceed to select for redemption (by lot or in such other manner as the Registrar may determine) from all Outstanding Term Bonds, a principal amount of the Term Bonds equal to the

aggregate principal amount of the Term Bonds redeemable with the required sinking fund payments, and shall call such Term Bonds or portions thereof for redemption from the sinking fund on the next principal payment date, and give notice of such call as provided in Section 15 of this Ordinance.

At the option of the City to be exercised by delivery of a written certificate to the Registrar not less than sixty days next preceding any sinking fund redemption date, it may (i) deliver to the Registrar for cancellation Term Bonds, or portions thereof ($5,000 or any integral multiple thereof) in an aggregate principal amount desired by the City or, (ii) specify a principal amount of Term Bonds, or portions thereof ($5,000 or any integral multiple thereof) which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Registrar and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond or portions thereof so delivered or previously redeemed shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the City on the sinking fund redemption dates and any excess shall be so credited against future sinking fund redemption obligations in such manner as the City determines. In the event the City shall avail itself of the provisions of clause (i) of the first sentence of this paragraph, the certificate required by the first sentence of this paragraph shall be accompanied by the respective Term Bonds or portions thereof to be canceled or in the event the Bonds are registered in the name of Cede & Co. as provided in Section 18 of this Ordinance, the certificate required by the first sentence of this paragraph shall be accompanied by such direction and evidence of ownership as is satisfactory to The Depository Trust Company.

C. Partial Redemption. In the case of Bonds in a denomination larger than $5,000, a portion of such Bond ($5,000 or any integral multiple thereof) may be redeemed, in which case the Registrar shall, except as otherwise provided in Section 18 hereof, without charge to the owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof. In the case of a partial redemption of Bonds of a single maturity pursuant to Subsections A or B of this Section, the Paying Agent shall select the Bonds to be redeemed by

lot at such time as directed by the City (but at least 30 days prior to the redemption date), and if such selection is more than 60 days before a redemption date, except as otherwise provided in Section 18 hereof, shall direct the Registrar to appropriately identify the Bonds so called for redemption by stamping them at the time any Bond so selected for redemption is presented to the Registrar for stamping or for transfer or exchange, or by such other method of identification as deemed adequate by the Registrar, and any Bond or Bonds issued in exchange for, or to replace, any Bond or Bonds so called for prior redemption shall likewise be stamped or otherwise identified.

SECTION 15. Notice of Redemption. Unless waived by any owner of Bonds to be redeemed for purchase, official notice of any such redemption shall be given by the Registrar, on behalf of the City, by mailing a copy of an official redemption notice by registered, certified or electronic mail so long as Cede & Co. is the registered owner of the Bonds and the Municipal Securities Rulemaking Board ("MSRB") and otherwise by first class mail, postage prepaid, at least 30 days and not more than 60 days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond register or at such other address as is furnished in writing by such registered owner to the Registrar. Actual receipt of mailed notice by any owner of Bonds or the MSRB shall not be a condition precedent to redemption of such Bond or Bonds. Failure to give such notice to the MSRB or the registered owner of any Bond, or any defect therein, shall not affect the validity of the proceedings for the redemption of any other Bonds. A certificate by the Registrar that such notice has been given as herein provided shall be conclusive against all parties.

All official notices of redemption shall be dated and shall state:

(1) the redemption date,

(2) the purchase prices,

(3) the identification by maturity (and, in the case of partial redemption of a maturity, other appropriate identification) of the Bonds to be redeemed,

(4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for

redemption, and that interest thereon shall cease to accrue from and after said date, and

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Paying Agent (accrued interest to the redemption date being payable by mail or as otherwise provided in this Ordinance).

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Paying Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Registrar and shall not be reissued.

Notwithstanding the provisions of this section, any notice of redemption may contain a statement that the redemption is conditional upon receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed.

SECTION 16. Negotiability. The Bonds shall be fully negotiable within the meaning of and for the purpose of the Uniform Commercial Code - Investment Securities and each owner shall possess all rights enjoyed by holders of negotiable instruments under the Uniform Commercial Code - Investment Securities.

SECTION 17. Registration, Transfer and Exchange of Bonds. Except as otherwise provided in Section 18 hereof:

A. Records for the registration and transfer of the Bonds shall be kept by the Registrar. Upon the surrender of any Bond at the Registrar, duly endorsed

for transfer or accompanied by an assignment in form satisfactory to the Registrar duly executed by the owner or his or her attorney duly authorized in writing, the Registrar shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned. Bonds may be exchanged at the Registrar for an equal aggregate principal amount of Bonds of the same maturity of other authorized denominations, as provided in Section 13 hereof. The Registrar shall authenticate and deliver a Bond or Bonds which the owner making the exchange is entitled to receive, bearing a number or numbers not previously assigned. For every exchange or transfer of Bonds requested by the owner thereof, the Registrar may make a sufficient charge to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and may charge a sum sufficient to pay the cost of preparing and authenticating a new Bond. No such charge shall be levied in the case of an exchange resulting from an optional prior redemption of a bond.

B. The Registrar shall not be required to transfer or exchange (i) any Bond subject to redemption during a period beginning at the opening of business fifteen (15) days before the date of mailing by the Registrar of a notice of prior redemption of Bonds and ending at the close of business on the date of such mailing, or (ii) any Bond, or any portion thereof, after the mailing of such notice as herein provided.

C. The person in whose name any Bond shall be registered, on the registration records kept by the Registrar, shall be deemed and regarded as the absolute owner thereof for the purpose of payment and for all other purposes (except to the extent otherwise provided in Section 13 hereof with respect to interest payments); and payment of or on account of either principal or interest on any Bond shall be made only to or upon the written order of the owner thereof or his or her legal representative. 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.

D. If any Bond shall be lost, stolen, destroyed or mutilated, the Registrar shall, upon receipt of such evidence, information or indemnity relating

thereto as it or the City may reasonably require, and upon payment of all expenses in connection therewith, authenticate and deliver a replacement Bond or Bonds of a like aggregate principal amount and of the same maturity, bearing a number or numbers not previously assigned. If such lost, stolen, destroyed or mutilated Bond shall have matured or shall have been called for redemption, the Registrar may direct that such Bond be paid by the Paying Agent in lieu of replacement.

E. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Registrar for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled by the Paying Agent or Registrar, and counterparts of a certificate of such cancellation shall be furnished by the Paying Agent or Registrar to the Council, upon request.

SECTION 18. Custodial Deposit.

A. Notwithstanding the foregoing provisions of Sections 13 to 17 hereof, the Bonds shall initially be evidenced by one Bond for each year in which the Bonds mature in denominations equal to the aggregate principal amount of the Bonds maturing in that year or, in the case of the Bonds subject to mandatory sinking fund redemption, the Bonds shall initially be evidenced by one Bond for each term in denominations equal to the aggregate principal amount of the Bonds maturing in that term. Such initially delivered Bonds shall be registered in the name of "Cede & Co." as nominee for The Depository Trust Company, the securities depository for the Bonds. The Bonds may not thereafter be transferred or exchanged except:

(1) to any successor of The Depository Trust Company or its nominee, which successor must be both a "clearing corporation" as defined in NRS 104.8102, and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended; or

(2) upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or this clause (2) of this Subsection A, or a determination by the City that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions, and the designation by the City of another depository institution acceptable to the

depository then holding the Bonds, which new depository institution must be both a "clearing corporation" as defined in NRS 104.8102 and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of The Depository Trust Company or such successor or new depository;

(3) upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or clause (2) of this Subsection A, or a determination by the City that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions, and the failure by the City, after reasonable investigation, to locate another qualified depository institution under clause (2) to carry out such depository functions.

B. In the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) of Subsection A hereof or designation of a new depository pursuant to clause (2) of Subsection A hereof, upon receipt of the Outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, a new Bond for each maturity or, in the case of the Bonds subject to mandatory sinking fund redemption, for each term of the Bonds then Outstanding shall be issued to such successor or new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination under clause (3) of Subsection A hereof and the failure after reasonable investigation to locate another qualified depository institution for the Bonds as provided in clause (3) of Subsection A hereof, and upon receipt of the Outstanding Bonds by the Registrar, together with written instructions for transfer satisfactory to the Registrar, new Bonds shall be issued in the denominations of $5,000 or any integral multiple thereof, as provided in and subject to the limitations of Section 13 hereof, registered in the names of such persons, and in such denominations as are requested in such written transfer instructions; however, the Registrar shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

C. The City, the Registrar and the Paying Agent shall be entitled to treat the registered owner of any Bond as the absolute owner thereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by any or all of them and the City, the Registrar and the Paying Agent shall have no responsibility for transmitting payments or notices to the beneficial owners of the Bonds held by The Depository Trust Company or any successor or new depository named pursuant to Subsection A hereof.

D. The City, the Registrar and the Paying Agent shall endeavor to cooperate with The Depository Trust Company or any successor or new depository named pursuant to clause (1) or (2) of Subsection A hereof in effectuating payment of the Bond Requirements of the Bonds by arranging for payment in such a manner that funds representing such payments are available to the depository on the date they are due.

E. Upon any partial redemption of any maturity of the Bonds, Cede & Co. (or its successor) in its discretion may request the City to issue and authenticate a new Bond or shall make an appropriate notation on the Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Bond must be presented to the Paying Agent prior to payment.

SECTION 19. Execution and Authentication.

A. Prior to the execution of any Bonds by facsimile signature and pursuant to NRS 350.638, to the act known as the Uniform Facsimile Signatures of Public Officials Act, cited as Chapter 351, NRS, and to the Supplemental Bond Act, the Mayor of the City (the "Mayor"), the City Treasurer (the "Treasurer") and the City Clerk (the "Clerk") shall each file with the Secretary of State of Nevada his or her manual signature certified by him or her under oath.

B. The Bonds shall be approved, signed and executed in the name of and on behalf of the City with the manual or facsimile signature of the Mayor, shall be countersigned and executed with the manual or facsimile signature of the Treasurer, and shall bear a manual impression or a facsimile of an impression of

the official seal of the City attested with the manual or facsimile signature of the Clerk.

C. No Bond shall be valid or obligatory for any purpose unless the certificate of authentication thereon, substantially in the form hereinafter provided, has been duly manually executed by the Registrar. By authenticating any of the Bonds initially delivered pursuant to this Ordinance, the Registrar shall be deemed to have assented to all of the provisions of this Ordinance.

D. The Mayor, the Treasurer and the Clerk are hereby authorized and directed to prepare and to execute the Bonds as herein provided.

SECTION 20. Incontestable Recital. Pursuant to NRS 350.628, the Bonds shall contain a recital that they are issued pursuant to the Bond Act, which recital shall be conclusive evidence of the validity of the Bonds and the regularity of their issuance.

SECTION 21. State Tax Exemption. Pursuant to NRS 350.710, the Bonds, their transfer and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof except for the tax on estates imposed pursuant to chapter 375A of NRS and the tax on generation skipping transfers imposed pursuant to chapter 375B of NRS.

SECTION 22. Bond Form. Subject to the provisions of this Ordinance, the Bonds 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

CITY OF LAS VEGAS, NEVADA
GENERAL OBLIGATION (LIMITED TAX) SEWER REFUNDING BONDS
(ADDITIONALLY SECURED BY PLEDGED REVENUES)
SERIES 2016C

No. _____ $_____

Interest Rate	Maturity Date	Dated As of	CUSIP
__% per annum	_____ 1, ___	_____, 2016	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

The City of Las Vegas, Nevada, in Clark County, in the State of Nevada (the "City", "County", and the "State", respectively) for value received, hereby acknowledges itself to be indebted and for value received promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above, on the maturity date specified above (unless called for earlier redemption), and to pay interest thereon on June 1 and December 1 of each year, commencing on December 1, 2016, at the interest rate per annum specified above, until the principal sum is paid or payment has been provided for or, if such payment date is not a business day, on the next succeeding business day. This bond shall bear interest from the most recent interest payment date to which interest has been paid or, if no interest has been paid, from the date of the initial delivery of the series of bonds of which this bond is one (the "Bond"). The final payment of the principal of and redemption premium, if any, on this Bond is payable upon presentation and surrender hereof at the office designated by the City's paying agent for the Bonds or any successor (the "Paying Agent"), presently The Bank of New York Mellon Trust Company, N.A., who is also now acting as the City's Registrar for the Bonds (the "Registrar"). Interest on this Bond will be paid on each interest payment date (or, if such date is not a business day, on the next succeeding business day) by check or draft mailed to the person in whose name this Bond or any predecessor 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 15th day of the calendar month next preceding such interest payment date (the "Regular Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner as of the close of business on the Regular Record Date and shall be payable to the person who is the registered owner as of the close of business on a special record date for the payment of any defaulted interest (the "Special Record Date"). Such Special Record Date shall be fixed by the Registrar whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the registered owner not less than ten (10) days prior thereto. 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 Ordinance of the City Council of the City (the "Council") authorizing the issuance of the Bonds and designated in Section 1 thereof as the "2016 Sewer Bond Ordinance" (the "Ordinance"), duly adopted by the Council on March 16, 2016. 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 Registrar. If this Bond is not paid upon presentation at its maturity, interest at the rate specified above shall continue to be borne hereby until the principal hereof is discharged as provided in the Ordinance.

This Bond is one of a series of Bonds issued by the City upon its behalf and upon the credit thereof, for the purpose of defraying wholly or in part the cost of refunding certain outstanding bonds of the City (the "Project"), under the authority of and in full compliance with the Constitution and laws of the State, and pursuant to the Ordinance.

This Bond is issued pursuant to Chapter 517, Statutes of Nevada, 1983, as amended (the "Charter"); pursuant to Nevada Revised Statutes ("NRS") 350.500 through 350.720, and all laws amendatory thereof designated in 350.500 thereof as the Local Government Securities Law (the "Bond Act"); pursuant to NRS 350.105 to 350.195, inclusive; pursuant to NRS chapter 348 (the "Supplemental Bond Law"); and pursuant to NRS 268.672 through 268.740, inclusive (the "City Bond Law"); pursuant to NRS 350.628, this recital is conclusive evidence of the validity of the Bonds and the regularity of their issuance; and pursuant to NRS 350.710, the Bonds, their transfer, and the income therefrom shall forever be and remain free and exempt from taxation by the State or any subdivision thereof except for the tax on estates imposed pursuant to chapter 375A of NRS and the tax on generation skipping transfers imposed pursuant to chapter 375B of NRS.

[The Bonds, or portions thereof, maturing on and after the date set forth in the Certificate of the Chief Financial Officer, are subject to redemption prior to their respective maturities, at the option of the City as directed by the Chief Financial Officer, on and after the date set forth in the Certificate of the Chief Financial Officer, in whole or in part at any time from any maturity or maturities selected by the Council and by lot within a maturity (giving proportionate weight to Bonds in denominations larger than $5,000), at a price equal to the principal amount of each Bond, or portion thereof, so redeemed, and accrued interest thereon to the redemption date.]

Redemption shall be made upon not less than 30 days' prior mailed notice in the manner and upon the conditions provided in the Ordinance. If this Bond is called for redemption and payment is duly provided for as specified in the Ordinance, interest shall cease to accrue hereon from and after the date fixed for redemption.

Certain of the Bonds shall be subject to mandatory sinking fund redemption.

It is hereby certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the City in the issuance of this Bond; that the total indebtedness of the City, including that of this Bond does not exceed any limit of indebtedness prescribed by the Constitution or by the laws of the State or the Charter of the City; that provision has been made for the levy and collection of annual general (ad valorem) taxes

("General Taxes") against all the taxable property within the City sufficient to pay the principal of, interest on, and any prior redemption premiums due on this Bond (the "Bond Requirements") when the same become due (except to the extent other revenues are available therefor), subject to the limitations imposed by the Constitution and by the statutes of the State; and that the full faith and credit of the City are hereby irrevocably pledged to the punctual payment of Bond Requirements of this Bond according to its terms.

Payment of the principal of and interest on the Bonds are additionally secured by a pledge of the net revenues (herein called the "Net Revenues") derived by the City from the operation and use of, and otherwise pertaining to, the sanitary sewer system of the City, consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City, through purchase, construction or otherwise, and in any way pertaining thereto, whether or not located within or without or both within and without the boundaries of the City, for the collection, interception, transportation, treatment, purification and disposal of sewage, liquid wastes, solid wastes, night soil and industrial wastes, including, without limitation, sewerage improvements, sewage purification, treatment and disposal works, and appurtenant machinery, apparatus, structures, and buildings, and related or appurtenant furniture, fixtures and other equipment or any combination thereof (herein called the "Sewer System"), whether resulting from extensions, enlargements, repairs, betterments or other improvements to the Sewer System, or otherwise, but excluding (1) moneys raised for capital improvements, and (2) grants, appropriations or gifts for limited uses, and after provision is made for the payment of all necessary and reasonable operation and maintenance expenses of the Sewer System, which Net Revenues are so pledged as more specifically provided in the Ordinance.

The Bonds are equally and ratably secured by such pledge of the Net Revenues, and such pledge constitutes an irrevocable lien (but not necessarily an exclusively lien) upon the Net Revenues. Additional securities may be issued and made payable from the Net Revenues of the Sewer System and having a lien thereon subordinate to or on a parity with such pledge, in each case subject to the conditions of and in accordance with the Ordinance.

Reference is made to the Ordinance and to the Bond Act, for an additional description of the nature and extent of the security for the Bonds, the accounts, funds, or revenues pledged, the nature and extent and manner of enforcement of the pledge, the rights and remedies of the registered owners of the Bonds with respect thereto, the terms and conditions upon which the Bonds are issued, and a statement of rights, duties, immunities, and obligations of the City, and other rights and remedies of the owners of the Bonds.

To the extent and in the respects permitted by the Ordinance, the provisions of the Ordinance may be amended or otherwise modified by action of the City taken in the manner and subject to the conditions and exceptions prescribed in the Ordinance. The pledge of Net Revenues under the Ordinance may be discharged at or prior to the respective maturities or prior redemption of the Bonds upon the making of provision for the payment thereof on the terms and conditions set forth in the Ordinance.

This Bond shall not be entitled to any benefit under the Ordinance, or be valid or obligatory for any purpose until the Registrar shall have manually signed the certificate of authentication hereon.

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 payment and for all other purposes, except to the extent otherwise provided hereinabove and in the Ordinance with respect to Regular and Special Record Dates for the payment of interest.

The Bonds shall not be transferable or exchangeable except as set forth in the Ordinance. Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City or its agent for registration of transfer, exchange, or payment, and any bond issued is registered in the name of Cede & Co., (or in such other name as is requested by an authorized representative of DTC) ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Upon any partial prior redemption of the Bond, Cede & Co., in its discretion may request the Registrar to authenticate a new Bond or shall make an appropriate notation on this Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case this Bond must be presented to the Paying Agent prior to prepayment.

No transfer of this Bond shall be valid unless made on the registration records maintained at the principal office of the Registrar by the registered owner or his or her attorney duly authorized in writing.

No recourse shall be had for the payment of the Bond Requirements of this Bond or for any claim based thereon or otherwise in respect to the Ordinance or other instrument pertaining thereto against any individual member of the Council, or any officer or other agent of the City, past, present, or future, either directly or indirectly through the Council or otherwise, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this Bond and as a part of the consideration of its issuance specially waived and released.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, in the County of Clark and State of Nevada has caused this Bond to be executed in the name and on behalf of the City with the manual or facsimile signature of the Mayor, to be attested, signed and executed with a manual or facsimile signature of the City Clerk, has caused a manual or facsimile impression of the seal of the City to be affixed hereon, and has caused this Bond to be countersigned with the manual or facsimile signature of the City Treasurer, all as of _____, 2016.

CITY OF LAS VEGAS, NEVADA

By: (Manual or Facsimile Signature)
Mayor
Las Vegas, Nevada
Countersigned:

By: (Manual or Facsimile Signature)
City Treasurer
Las Vegas, Nevada

(MANUAL OR FACSIMILE CITY SEAL)

Attest:

(Manual or Facsimile Signature)
City Clerk
Las Vegas, Nevada

* Insert only if Certificate of Chief Financial Officer designates any of the Bonds as term Bonds.

(End of Form of Bond)

(Form of Registrar's Certificate of Authentication for Bonds)

Date of authentication
and registration _____

This is one of the Bonds described in the within-mentioned Ordinance, and this Bond has been duly registered on the registration records kept by the undersigned as Registrar for such Bonds.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
as Registrar

By: (Manual Signature)_____
Authorized Officer or Employee

(End of Form of Registrar's Certificate of Authentication for Bonds)

(Form of Prepayment Panel)

The following installments of principal (or portions thereof) of this Bond have been prepaid by the City of Las Vegas, Nevada, in accordance with the terms of the Ordinance authorizing the issuance of this Bond.

Date of Prepayment	Principal Amount Prepaid	Signature of Authorized Representative of DTC

(End of Form of Prepayment Panel)

(Form of Assignment for Bonds)

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and hereby irrevocably constitutes and appoints _____ attorney, to transfer the same on the records kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

_____
Signature Guaranteed:

Name of Transferee:

_____
Address of Transferee:

_____
_____
_____

Social Security or other tax identification number of Transferee:

_____

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.

(End of Form of Assignment for Bonds)

SECTION 23. Use of Predecessor's Signature. The Bonds bearing the signatures of the officers in office at the time of the execution of the Bonds shall be valid and binding obligations of the City, notwithstanding that before their delivery any or all of the persons who executed them shall have ceased to fill their respective offices. The Mayor, the City Treasurer, and the City Clerk at the time of the execution of a signature certificate relating to the Bonds, may each adopt as and for his own facsimile signature the facsimile signature of his predecessor in office if such facsimile signature appears upon any of the Bonds.

SECTION 24. Deposit of Proceeds. The City Treasurer shall cause the proceeds of the Bonds to be applied as follows:

A. First, an amount sufficient from the proceeds of the Bonds, together with other available moneys of the City, shall be deposited into a special account (the "Refunding Account") to be held by the City in escrow and shall be applied solely to the payment of the redemption price of the Refunded Bonds on the date of issuance of the Bonds. After completion of the Project, or after adequate provision is made therefore, any unexpended balance of Bond proceeds in the Refunding Account shall be deposited into the Principal Account or the Interest Account to be used to pay the principal of and interest on the Bonds.

B. Second, the balance of the proceeds received from the sale of the Bonds shall be deposited into a special account hereby created and designated as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Sewer Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2016C, Cost of Issuance Account" (the "Cost of Issuance Account") to be held by the City. Moneys in the Cost of Issuance Account shall be used solely to defray wholly or in part the cost of issuance of the Bonds. After the Project is complete and after all expenses have been paid or adequate provision therefor is made, pursuant to NRS 350.650, any unexpended balance of Bond proceeds (or, unless otherwise required by law, any other moneys) remaining in the Cost of Issuance Account shall be deposited into the Principal Account or Interest Account hereinafter created to be used to pay the principal of and interest on the Bonds.

SECTION 25. Completion of Project. The City, with the proceeds derived from the sale of the Bonds, shall proceed to complete the Project with due diligence to the best of the City's ability hereinabove provided.

SECTION 26. Use of Investment Gain. Pursuant to NRS 350.658, and except as may otherwise be required herein, any gain from any investment and any reinvestment of any proceeds of the Bonds (except gain from any investment or reinvestment of proceeds of the Bonds deposited in the Refunding Account) shall be deposited promptly upon the receipt of such gain at any time or from time to time into the Cost of Issuance Account to the extent necessary to pay the cost of the cost of issuance of the Bonds, and thereafter, shall be deposited to the Principal Account or Interest Account, hereinafter created, for the payment of the principal of or interest on the Bonds or any combination thereof.

SECTION 27. Purchaser Not Responsible. The validity of the Bonds shall not be dependent on nor be affected by the validity or regularity of any proceedings relating to the Project, or any part thereof, or to the completion of the Project. Neither the Purchaser, any associate thereof, nor any subsequent owner of any Bond shall in any manner be responsible for the application or disposal by the City or by any of its officers, agents and employees of the moneys derived from the sale of the Bonds or of any other moneys referred to in this Ordinance.

SECTION 28. General Tax Levies. So far as possible, the Bond Requirements of the Bonds shall be paid from Net Revenues of the Sewer System. However, pursuant to NRS 350.596, the principal and interest falling due on the Bonds at any time when there are not on hand sufficient funds to pay same shall be paid out of a general fund of the City or out of any other funds that may be available for such purpose, including, without limitation, any proceeds of General Taxes. For the purpose of repaying any moneys so paid from any such fund or funds (other than any moneys available without replacement for the payment of such Bond Requirements on other than a temporary basis), and for the purpose of creating funds for the payment of the Bond Requirements, there are hereby created separate accounts designated respectively as the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Sewer Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2016C, Principal Account" (the "Principal Account") and the "City of Las Vegas, Nevada, General Obligation (Limited Tax) Sewer Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2016C, Interest Account" (the "Interest Account"; collectively, the "Bond Fund"). Pursuant to

NRS 350.592 and 350.594, there shall be duly levied immediately after the issuance of the Bonds and annually thereafter, until all of the Bond Requirements shall have been fully paid, satisfied and discharged, a General Tax on all property, both real and personal, subject to taxation within the boundaries of the City, including the net proceeds of mines, fully sufficient to reimburse such fund or funds for any such amounts temporarily advanced to pay such initial installments of principal and interest, and to pay the interest on the Bonds becoming due after such initial installment, and to pay, retire and redeem the Bonds as they thereafter become due at maturity as herein provided, after there are made due allowances for probable delinquencies. The proceeds of such annual levies shall be duly credited to such separate accounts for the payment of such Bond Requirements. In the preparation of the annual budget or appropriation resolution or ordinance for the City, the Council shall first make proper provisions through the levy of sufficient General Taxes for the payment of the interest on and the retirement of the principal of the bonded indebtedness of the City, including, without limitation, the Bonds, subject to the limitation imposed by NRS 361.453 and Section 2, art. 10, State Constitution, and the amount of money necessary for this purpose shall be a first charge against all the revenues received by the City.

SECTION 29. Priorities for Bonds. As provided in NRS 361.463, in any year in which the total General Taxes levied against the property in the City by all overlapping units within the boundaries of the City exceeds the limitation imposed by NRS 361.453, or a lesser or greater amount fixed by the State Board of Examiners in any fiscal year, and it becomes necessary by reason thereof to reduce the levies made by any and all such units, the reductions so made shall be in General Taxes levied by such unit or units (including, without limitation, the City and the State) for purposes other than the payment of their bonded indebtedness, including interest thereon. The General Taxes levied for the payment of such bonded indebtedness and the interest thereon shall always enjoy a priority over General Taxes levied by each such unit (including, without limitation, the City and the State) for all other purposes where reduction is necessary in order to comply with the limitation of NRS 361.453.

SECTION 30. Correlation of Levies. Such General Taxes shall be levied and collected in the same manner and at the same time as other taxes are levied and collected, and the proceeds thereof for the Bonds herein authorized shall be kept in the Principal Account and in

the Interest Account, which accounts shall be used for no other purpose than the payment of principal and interest, respectively, as the same fall due.

SECTION 31. Use of General Fund. Any sums becoming due on the Bonds at any time when there are on hand from such General Taxes (and any other available moneys) insufficient funds to pay the same shall be promptly paid when due from general funds on hand belonging to the City, reimbursement to be made for such general funds in the amounts so advanced when the General Taxes herein provided for have been collected, pursuant to NRS 350.596.

SECTION 32. Use of Other Funds. Nothing in this Ordinance prevents the City from applying any funds (other than General Taxes but including Net Revenues as herein defined) that may be available for that purpose to the payment of the Bond Requirements as the same, respectively, fall due, and upon such payments, the levy or levies herein provided may thereupon to that extent be diminished, pursuant to NRS 350.598.

SECTION 33. Legislative Duties. In accordance with NRS 350.592, it shall be the duty of the Council annually, at the time and in the manner provided by law for levying other General Taxes of the City, if such action shall be necessary to effectuate the provisions of this Ordinance, to ratify and carry out the provisions hereof with reference to the levy and collection of General Taxes; and the Council shall require the officers of the City to levy, extend and collect such General Taxes in the manner provided by law for the purpose of creating funds for the payment of the principal of the Bonds and the interest thereon. Such General Taxes when collected shall be kept for and applied only to the payment of the principal of and the interest on the Bonds as hereinbefore specified.

SECTION 34. Appropriation of General Taxes. In accordance with NRS 350.602, there is hereby specially appropriated the proceeds of such General Taxes to the payment of such principal of and interest on the Bonds; and such appropriations will not be repealed nor the General Taxes postponed or diminished (except as herein otherwise expressly provided) until the Bond Requirements for the Bonds have been wholly paid.

SECTION 35. Pledge of Net Revenues. Subject only to the provisions of this Ordinance permitting the application thereof for or to the purposes and on the terms and conditions set forth herein, there are hereby additionally pledged to secure the payment of principal of and interest on the Bonds in accordance with their terms and the provisions of this

Ordinance, all of the Net Revenues of the Sewer System. This pledge shall be valid and binding from and after the date of the delivery of the Bonds to the Purchaser; and the Net Revenues, as received by the City shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing or further act; and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City (except as herein otherwise provided) irrespective of whether such parties have notice thereof. The lien of this pledge and the obligation to perform the contractual provisions hereby made shall have priority over any and all other obligations and liabilities of the City payable from the Net Revenues, except as herein otherwise provided.

SECTION 36. Revenue Fund. So long as any of the Bonds shall be Outstanding, the entire Gross Revenues (as herein defined), upon their receipt from time to time by the City, shall be set aside and credited immediately to a separate account heretofore created in the treasury of the City and designated as the "City of Las Vegas Sanitary Sewer System Gross Revenues Fund" (the "Revenue Fund"). So long as any of the Bonds hereby authorized shall be Outstanding, the Revenue Fund shall be administered and the moneys on deposit therein shall be applied in the order of priority specified in Sections 37 through 42.

SECTION 37. Operation and Maintenance Fund. First, from time to time there shall be transferred and credited to a separate account heretofore created in the treasury of the City and designated as the "City of Las Vegas Sanitary Sewer System Operation and Maintenance Fund" (the "Operation and Maintenance Fund"), moneys sufficient to pay Operation and Maintenance Expenses (as hereinafter defined), as budgeted and approved in accordance with law, as such expenses become due and payable, and thereupon they shall be promptly paid. Any surplus remaining in the Operation and Maintenance Fund at the end of the fiscal year of the City and not needed for Operation and Maintenance Expenses shall be transferred to the Revenue Fund.

SECTION 38. Interest Account. Second, from any moneys thereafter remaining in the Revenue Fund, i.e., from the Net Revenues, there shall be transferred and credited to the Interest Account, the Interest Account created for the payment of the outstanding Parity Bonds and to any other fund or account established for the payment of interest on any other Parity Securities monthly, commencing the first day of the month immediately succeeding the delivery to the Purchaser of the Bonds, the amount necessary to accumulate by substantially equal

monthly installments (together with any other moneys from time to time available therefor from whatever sources) the amount necessary to pay the installment of interest next due on the Bonds and such Parity Securities.

SECTION 39. Principal Account. Third, from any moneys thereafter remaining in the Revenue Fund, there shall be transferred and credited to the Principal Account, the Principal Account created for the payment of the outstanding Parity Bonds and to any other fund or account established for the payment of principal or sinking fund installments on any other Parity Securities monthly, commencing on the first day of the month immediately succeeding the delivery of the Bonds to the Purchaser, the amount necessary to accumulate by substantially equal monthly installments (together with any other moneys from time to time available therefor from whatever sources) to pay the installment of principal next due on the Bonds and such Parity Securities.

SECTION 40. Rebate Fund. Fourth, from any money thereafter remaining in the Revenue Fund, there shall be transferred and credited to the rebate funds created by ordinances authorizing the issuance of the Outstanding Parity Securities the amounts required to be deposited therein, and concurrently with such transfers, there shall be transferred and credited to a special and separate account hereby created and designated as the "City of Las Vegas, General Obligation (Limited Tax) Sewer Refunding Bonds (Additionally Secured by Pledged Revenues), Series 2016C, Rebate Fund" (the "2016 Rebate Fund") and to any other fund or account hereafter established for payment of amounts due the United States under Section 148(f) of the Tax Code in connection with any future Parity Securities such amounts as are required to be deposited therein to meet the City's obligations under the covenant contained in Section 54 hereof, in accordance with Section 148(f) of the Tax Code. Such deposits shall be made at such times as are required by Section 148(f) of the Tax Code and such covenant and amounts in the 2016 Rebate Fund shall be used for the purpose of making the payments to the United States required by such covenant and Section 148(f) of the Tax Code. Any amounts in the 2016 Rebate Fund in excess of those required to be on deposit therein may be withdrawn therefrom and deposited into the Revenue Fund.

SECTION 41. Payment of Subordinate Securities. Fifth, any moneys thereafter remaining in the Revenue Fund may be used by the City for the payment of the principal of and

interest on Subordinate Securities; and may be used to create reasonable reserves and to pay rebate for such securities.

SECTION 42. Surplus Revenues. Sixth, any moneys thereafter remaining in the Revenue Fund may be used by the City at the end of any fiscal year of the City, or whenever there shall have been credited all amounts required to be deposited in the respective foregoing separate accounts for all of that fiscal year, for any lawful purposes of the City, as the City Council may from time to time determine, including, without limitation, for the creation of operation and maintenance reserves and capital reserves, the payment of capital costs and major maintenance costs of the Sewer System, to pay any other obligations pertaining to the System or otherwise.

SECTION 43. Termination of Deposits. No payment need be made into the Interest Account or Principal Account if the amounts in those funds total a sum at least equal to the entire amount of the Outstanding Bonds as to all Bond Requirements to their respective maturities both accrued and not accrued, in which case moneys in such account in an amount, except for any interest or other gain to accrue from any investment of moneys in Federal Securities (as herein defined) from the time of any such investment to the time or respective times the proceeds of any such investment or deposit shall be needed for such payment, at least equal to such Bond Requirements, shall be used, together with any such gain from such investments, solely to pay such Bond Requirements as the same become due.

SECTION 44. Equal Security. The Bonds and any Parity Securities from time to time Outstanding shall be equally and ratably secured by the pledge of Net Revenues hereunder and shall not be entitled to any priority one over the other in the application of the Net Revenues regardless of the time or times of the issuance of the Bonds and any such Parity Securities.

SECTION 45. Defraying Delinquencies. If at any time the City shall for any reason fail to pay into the Interest Account, the Principal Account, or the 2016 Rebate Fund the full amount above stipulated from the Net Revenues, then an amount shall be paid first into the Interest Account and Principal Account and second into the 2016 Rebate Fund at such time equal to the difference between that paid from the Net Revenues and the full amount so stipulated. If securities (other than the Bonds) are Outstanding, the payment of which are secured by a lien on the Net Pledged Revenues which lien is on a parity with the lien hereon of the Bonds, and if the proceedings authorizing issuance of those securities require the replacement of moneys in a

Interest Account, Principal Account, reserve fund or rebate fund therefor, then the moneys replaced in such funds shall be replaced on a pro rata basis related to the principal amount of the then Outstanding Bonds and the then Outstanding other Parity Securities, as moneys become available therefor, first into all of such interest, principal, and reserve funds and second into all such rebate funds.

SECTION 46. Conditions to Additional Parity Securities.

A. Nothing herein, except as expressly hereinafter provided, shall prevent the issuance by the City of additional securities payable from Net Revenues and constituting a lien thereon on a parity with, but not prior or superior to, the lien thereon of the Bonds, provided, however, that the following are express conditions to the authorization and issuance of any such Parity Securities:

(1) At the time of adoption of the instrument authorizing the issuance of the additional Parity Securities, the City shall not be in default in the payment of principal of or interest on the Bonds.

(2) The Net Revenues (subject to adjustments as hereinafter provided) projected by the City Chief Financial Officer, the Director of Public Works or an independent accountant or consulting engineer to be derived in the later of (i) the Fiscal Year immediately following the Fiscal Year in which the facilities to be financed with the proceeds of the additional Parity Securities are projected to be completed or (ii) the first Fiscal Year for which no interest has been capitalized for the payment of any Parity Securities, including the Parity Securities proposed to be issued, will be sufficient to pay at least an amount equal to the principal (or redemption price) and interest requirements (to be paid during that Fiscal Year) of the Outstanding Bonds, any other Outstanding Parity Securities of the City and the Parity Securities proposed to be issued (excluding any reserves therefor).

B. In any determination of whether additional Parity Securities may be issued in accordance with the foregoing earnings test, consideration shall be given to any probable estimated increase or reduction in Operation and Maintenance expenses that will result from the expenditure of the funds proposed to be derived from the issuance and sale of the additional Parity Securities.

C. In any determination of whether additional Parity Securities may be issued in accordance with the foregoing earnings test, the respective annual principal (or redemption price) and interest requirements shall be reduced to the extent such requirements are scheduled to be paid with moneys held in trust or in escrow for that purpose by any trust bank within or without the State, including the known minimum yield from any investment in Federal Securities (as herein defined).

D. A written certificate or written opinion by the City's Chief Financial Officer, the City's Director of Public Works, or an independent accountant or consulting engineer that the foregoing earnings test is met, shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver additional Parity Securities.

E. In connection with the authorization of any such additional securities the Council may on behalf of the City adopt any additional covenants or agreements with the holders of such additional securities; provided, however, that no such covenant or agreement may be in conflict with the covenants and agreements of the City herein and no such covenant or agreement may be materially adverse to the interests of the holders of the Bonds. Any finding of the Council to the effect that the foregoing requirements are met shall, if made in good faith, conclusively establish that the foregoing requirements have been met for purposes of this Ordinance.

F. Nothing herein permits the issuance of securities having a lien on the Net Revenues superior to the lien thereon of the Bonds.

SECTION 47. Subordinate Securities for the Sewer System. Nothing herein, except as expressly hereinafter provided, shall prevent the City from issuing additional securities payable from Net Revenues and constituting a lien thereon subordinate to the lien thereon of the Bonds and any Outstanding Parity Securities; provided, however, that the proceeds of any such Subordinate Securities shall be used only to pay the cost (including, without limitation, incidental expenses) of a project for the betterment, enlargement, extension, other improvement or equipment of the Sewer System, or any combination thereof.

SECTION 48. Issuance of Refunding Bonds.

A. At any time after the Bonds, or any part thereof, are issued and remain Outstanding, if the City shall find it desirable to refund any Outstanding Bonds or other Outstanding Parity or Subordinate Securities payable from and constituting a lien upon any Gross Revenues, such Bonds or other securities, or any part thereof, may be refunded only if the Bonds or other securities at the time or times of their required surrender for payment shall then mature or shall be then callable for prior redemption for the purpose of refunding them at the City's option upon proper call, unless the owner or owners of all such Outstanding securities consent to such surrender and payment, regardless of whether the priority of the lien for the payment of the refunding securities on the Pledged Revenues is changed (except as provided in Section 46F hereof).

B. The refunding bonds or other refunding securities so issued shall enjoy complete equality of lien with the portion of any securities of the same issue which is not refunded, if there is any; and the owner or owners of the refunding securities shall be subrogated to all of the rights and privileges enjoyed by the owner or owners of the unrefunded securities of the same issue partially refunded by the refunding securities.

C. Any refunding bonds or other refunding securities payable from any Gross Revenues shall be issued with such details as the Council may by ordinance provide, subject to the provisions of this section but without any impairment of any contractual obligation imposed upon the City by any proceedings authorizing the issuance of any unrefunded portion of the Outstanding securities of any one or more issues (including, without limitation, the Bonds).

D. If only a part of the Outstanding Bonds and other Outstanding securities of any issue or issues payable from the Gross Revenues is refunded, then such securities may not be refunded without the consent of the owner or owners of the unrefunded portion of such securities:

(1) Unless the refunding bonds or other refunding securities do not increase for any Bond Year the aggregate principal and interest requirements

evidenced by the refunding securities and by the Outstanding securities not refunded on and before the last maturity date or last Redemption Date, if any, whichever is later, of the unrefunded securities, and unless the lien of any refunding bonds or other refunding securities on the Net Revenues is not raised to a higher priority than the lien thereon of the Bonds or other securities thereby refunded; or

(2) Unless the lien on any Gross Revenues for the payment of the refunding securities is subordinate to each such lien for the payment of any securities not refunded; or

(3) Unless the refunding bonds or other refunding securities are issued in compliance with Section 46 hereof.

SECTION 49. Operation of the System. The City shall at all times operate the Sewer System properly and in a sound and economical manner and shall maintain, preserve and keep the Sewer System properly, or cause the same so to be maintained, preserved and kept, in good repair, working order and condition. The City also shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Sewer System may be properly and advantageously conducted in conformity with standards customarily followed by municipalities operating sanitary sewer facilities of like size and character.

Except for the use of the Sewer System or services pertaining thereto in the normal course of business, neither all nor a substantial part of the Sewer System shall be sold, leased, mortgaged, pledged, encumbered, alienated or otherwise disposed of until all the Bonds have been paid in full, or unless provision has been made therefor as hereinafter provided.

SECTION 50. Payment of Taxes, Etc. The City shall pay or cause to be paid all taxes, assessments and other municipal or governmental charges, if any, lawfully levied or assessed upon or in respect of the Sewer System or any part thereof, or upon any portion of the Gross Revenues, when the same shall become due. The City shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to the Sewer System or any part thereof, except for any period during which the validity of the same is being contested in good faith by proper legal proceedings. The City shall not create or suffer to be created any lien or charge on the Sewer System or any part thereof, or upon the Gross Revenues,

except the pledge and lien created by this Ordinance for the payment of the Bonds and any other outstanding Parity or Subordinate Securities issued in accordance herewith, and except as herein otherwise permitted. The City shall pay or cause to be discharged or shall make adequate provision to satisfy and to discharge within 60 days after the same shall become payable, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the Sewer System or any part thereof, or upon the Gross Revenues. Nothing herein contained requires the City to pay or cause to be discharged or to make provision for any such tax, assessment, lien, charge or demand before the time when payment thereon shall be due, or so long as the validity thereof shall be contested in good faith by appropriate legal proceedings.

SECTION 51. No Competing Facilities. The City shall neither construct nor permit to be constructed other facilities or structures to be operated by the City separate from the Sewer System and competing for Gross Revenues otherwise available for the payment of the Bonds or any other securities payable from Net Revenues; provided, however, that nothing herein contained shall impair the police powers of the City or otherwise cause the City to violate any applicable law.

SECTION 52. Rate Covenant. The City shall charge against users or against purchasers of services or commodities pertaining to the Sewer System such fees, rates and other charges as shall be sufficient to produce Gross Revenues annually which, together with any other funds available therefor, will be in each fiscal year of the City at least equal to the sum of:

(a) an amount equal to the annual Operation and Maintenance Expenses for such fiscal year;

(b) an amount equal to the Bond Requirements and other debt service due in such fiscal year on the then Outstanding Bonds and any Outstanding Parity Securities; and

(c) any other amounts payable from the Net Revenues and pertaining to the Sewer System, including, without limitation, debt service on any Subordinate Securities and any other securities pertaining to the Sewer System, operation and maintenance reserves, capital reserves and prior deficiencies pertaining to any account relating to Gross Revenues.

The foregoing rate covenant is subject to compliance by the City with any legislation of the United States of America, the State or other governmental body, or any regulation or other action taken by the United States, the State or any agency or political subdivision of the State pursuant to such legislation, in the exercise of the police power thereof for the public welfare, which legislation, regulation or action limits or otherwise inhibits the amounts of fees, rates and other charges collectible by the City for the use of or otherwise pertaining to, and all services rendered by, the Sewer System.

Subject to the foregoing, the City shall cause all fees, rates and other charges pertaining to the Sewer System to be collected as soon as reasonable and shall provide methods of collection and penalties to the end that the Gross Revenues shall be adequate to meet the requirements hereof.

SECTION 53. Records and Accounts. So long as any of the Bonds remain Outstanding, proper records and accounts shall be kept by the City, separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the Sewer System and to all moneys pertaining thereto, including, without limitation, the Gross Revenues.

SECTION 54. Tax Covenant. The City covenants for the benefit of the owners of the Bonds that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the City or any facilities refinanced with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under 103 of the Tax Code, or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in 55(b)(2) of the Tax Code except to the extent such interest is required to be included in the adjusted current earnings adjustment applicable to corporations under 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 Bonds until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code have been met.

SECTION 55. Defeasance. When all Bond Requirements of any Bond have been duly paid, the pledge, the lien, and all obligations hereunder as to that Bond shall thereby be discharged 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 direct obligations of, or obligations the principal of or interest on which are unconditionally guaranteed by, the United States of America (the "Federal Securities") in which such amount may be initially invested wholly or in part) to meet all Bond Requirements of the Bond, as the same become due to the final maturity of the Bond, or upon any redemption date as of which the City shall have exercised or shall have obligated itself to exercise its prior redemption option by a call of Bond for payment then. 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. When such defeasance is accomplished the Paying Agent shall mail written notice of the defeasance to the registered owner of the Bond at the address last shown on the registration records for the Bonds maintained by the Registrar.

SECTION 56. Amendments. This Ordinance may be amended or supplemented by instruments adopted by the City, without receipt by the City of any additional consideration, without the consent of or notice to the owners of the Bonds for the purpose of curing any ambiguity or formal defect or omission herein; or with the written consent of the insurer of the Bonds, if any, or the owners of 66% in aggregate principal amount of the Bonds Outstanding at the time of the adoption of the amendatory or supplemental instrument in connection with any other amendment, excluding Bonds which may then be held or owned for the account of the City, but including such refunding securities as may be issued for the purpose of refunding any of the Bonds if the refunding securities are not owned by the City. No such instrument shall permit without the consent of the insurer of the Bonds, if any, or all of the bond owners adversely affected thereby:

(a) A change in the maturity or in the terms of redemption of the principal or any installment thereof of any Outstanding Bond or any installment of interest thereon;

(b) A reduction in the principal amount of any bond or the rate of interest thereon, without the consent of the owner of the Bond; or

(c) A reduction of the principal amount or percentages or otherwise affecting the description of Bonds the consent of the owners of which is required for any modification or amendment; or

(d) The establishment of priorities as between Bonds issued and Outstanding under the provisions of this Ordinance; or

(e) The modification of, or other action which materially and prejudicially affects the rights or privileges of the owners of less than all of the Bonds then Outstanding.

Whenever the City proposes to amend or modify this Ordinance under the provisions hereof, it shall cause notice of the proposed amendment to be mailed by first class mail within 30 days to the insurer of the Bonds, if any, or each registered owner of each registered Bond. The notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory instrument is on file in the office of the City Clerk for public inspection.

Whenever at any time within one year from the date of such notice there shall be filed in the office of the City Clerk an instrument or instruments executed by the insurer of the Bonds, if any, or the owners of at least 66% in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed amendatory instrument described in the notice and shall specifically consent to and approve the adoption of the instrument; thereupon, but not otherwise, the Council may adopt the amendatory instrument and the instrument shall become effective.

If the insurer of the Bonds, if any, or the owners of at least 66% in aggregate principal amount of the Bonds Outstanding, at the time of the adoption of the amendatory instrument, or the predecessors in title of such owners, shall have consented to and approved the adoption thereof as herein provided, no insurer or owner of any Bond, whether or not the insurer or owner shall have consented thereto, shall have any right or interest to object to the adoption of the amendatory instrument or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin the City from taking any action pursuant to the provisions

thereof. Any consent given by the insurer of the Bonds, if any, or the owner of a Bond pursuant to the provisions hereof shall be irrevocable.

Bonds authenticated and delivered after the effective date of any action taken as provided in this Section 56 may bear a notation by endorsement or otherwise in form approved by the City as to the action; and if any Bond so authenticated and delivered shall bear such notation, then upon demand of the owner of any Bond Outstanding at such effective date and upon presentation of his bond, suitable notation shall be made on the Bond as to any such action. If the City so determines, new bonds so modified as in the opinion of the City to conform to such action shall be prepared, registered and delivered; and upon demand of the owner of any Bond then Outstanding, shall be exchanged without cost to the owner for Bonds then Outstanding upon surrender of such Bonds.

SECTION 57. Replacement of Registrar or Paying Agent. If the Registrar or Paying Agent shall resign, or if the Council shall reasonably determine that said Registrar or Paying Agent has become incapable of performing its duties hereunder, or if for any other reason the City determines to retain a successor Registrar or Paying Agent, the Council may, upon notice mailed to each owner of any Bond at his address last shown on the registration records, appoint a successor Registrar or Paying Agent. 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 person or institution serve as Registrar and Paying Agent thereunder, but the City shall have the right to have the same person or institution serve as Registrar and Paying Agent. Any successor Registrar and Paying Agent must be an officer or employee of the City or a commercial bank authorized to execute trust powers.

SECTION 58. Maintenance and Use of Refunding Account.

A. The Refunding Account shall be maintained by the City in an amount at the time of those initial deposits therein and at all times subsequently at least sufficient, together with the known minimum yield to be derived from the initial investment and any temporary reinvestment of the deposits therein or any part thereof in Federal Securities, to pay the interest due in connection with the Refunded Bonds, both accrued and not accrued, as the same become due up to and including the redemption date for the Refunded Bonds determined by the Chief Financial Officer (the "Refunded Bonds Redemption Date"), and to redeem

on the Refunded Bonds Redemption Date all of the Refunded Bonds at a redemption price equal to the principal amount thereof, accrued interest to the redemption date and any premium required by the ordinance authorizing the issuance of the Refunded Bonds.

B. Moneys shall be withdrawn from the Refunding Account in sufficient amounts and at such times to permit the payment of the principal and interest requirements of the Refunded Bonds on and before the Refunded Bonds Redemption Date and on the Refunded Bonds Redemption Date, the City shall conditionally call for prior redemption of all the Refunded Bonds. Any moneys remaining in the Refunding Account after provision shall have been made for the redemption in full of the Refunded Bonds shall be applied to any lawful purpose of the City as the Council may hereafter determine.

C. If for any reason the amount in the Refunding Account shall at any time be insufficient for the purposes of effecting the Project, the City shall forthwith from the first moneys available therefor deposit in such account such additional moneys as shall be necessary to permit the payment in full of the principal, interest and redemption premium due in connection with the Refunded Bonds as herein provided.

SECTION 59. Exercise of Option; Notice of Redemption.

A. The Council has elected and does hereby declare its intent to exercise on the behalf and in the name of the City its option to redeem on each of the Refunded Bonds Redemption Dates all of the Refunded Bonds. The Council is hereby obligated so to exercise such option, which option shall be deemed to have been exercised when notice is duly given and completed forthwith after the issuance of the Bonds as herein provided or when conditional notice is duly given prior to the issuance of the Bonds.

B. The Treasurer, forthwith upon issuance of the Bonds, is authorized and directed to give conditional notices of prior redemption and defeasance of the Refunded Bonds as set forth herein, in accordance with the provisions of the ordinance authorizing the issuance of the Refunded Bonds.

C. The conditional notices of prior redemption and defeasance shall be given as required by the ordinance authorizing the issuance of the Refunded Bonds.

SECTION 60. Delegated Powers. The officers of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limitation:

A. The printing of the Bonds, including, without limitation, and if appropriate, a statement of insurance, if any;

B. The execution of the certificates as may be reasonably required by the purchaser, relating, inter alia,

(1) to the signing of the Bonds,

(2) to the tenure and identity of the officials of the City,

(3) to the assessed valuation of the taxable property in and the indebtedness of the City,

(4) to the rate of taxes levied against the taxable property within the City,

(5) to the exemption of interest on the Bonds from gross income for purposes of federal income taxation,

(6) to the delivery of the Bonds to The Depository Trust Company and the receipt of the Bond purchase price,

(7) to the completeness and accuracy of any information provided the Purchaser in connection with the Bonds as of the date of delivery of the Bonds, and

(8) if it is in accordance with the fact, to the absence of litigation, pending or threatened, affecting the validity of the Bonds;

C. The execution by the City's Chief Financial Officer of the Bond Purchase Proposal for the sale of the bonds with the Purchaser thereof;

D. The completion and execution by the City's Chief Financial Officer of the Certificate of the Chief Financial Officer;

E. The execution by the Chief Financial Officer of the Continuing Disclosure Certificate and any agreements related to the Registrar and Paying Agent for the Bonds not inconsistent with the provisions of this ordinance; and

F. The assembly and dissemination of financial and other information concerning the City and the Bonds.

SECTION 61. Continuing Disclosure Undertaking and Certificate. The City covenants for the benefit of the holders and beneficial owners of the Bonds to comply with the provisions of the final Continuing Disclosure Certificate in substantially the form now on file with the City Clerk to be executed and delivered in connection with the delivery of the Bonds and the City Chief Financial Officer is authorized to execute and deliver such certificate on behalf of the City.

SECTION 62. Publication of Proposed Ordinance. When first proposed, this Ordinance must be read to the Council by title, after which an adequate number of copies of this Ordinance must be deposited with the City Clerk for public examination and distribution. Notice of the deposit must be published once in a newspaper published and having general circulation in the City at least 10 days before the adoption of the Ordinance, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

BILL NO. _____
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA PROVIDING FOR THE ISSUANCE OF ITS GENERAL OBLIGATION (LIMITED TAX) SEWER REFUNDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES), SERIES 2016C FOR THE PURPOSE OF REFUNDING CERTAIN OF THE CITY'S OUTSTANDING SEWER BONDS; PROVIDING THE FORM, TERMS AND CONDITIONS THEREOF AND THE SECURITY THEREFOR, AND OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING OTHER MATTERS RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF

PUBLIC NOTICE IS HEREBY GIVEN, and 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 City Clerk of the City of Las Vegas, in City Hall, 495 South Main Street, Las Vegas, Nevada, and that such Ordinance was proposed on the March 2, 2016, and will be considered for adoption at the a regular meeting of the City Council of the City of Las Vegas held on March 16, 2016.

/s/ LuAnn D. Holmes, MMC
City Clerk

(End of Form of Publication of Notice of Deposit of An Ordinance)

SECTION 63. Publication of Ordinance and Effective Date. After this Ordinance is signed by the Mayor and attested and sealed by the Clerk, this Ordinance shall be published by title only, together with the names of the members of the Council who voted for or against its adoption. This Ordinance shall be in effect on and after the publication of adoption of this Ordinance. Such publication of adoption of this Ordinance shall be made at least once in a newspaper published and having general circulation in the City and such publication shall be in substantially the following form:

(Form of Publication of Adoption of Ordinance)

BILL NO.____

ORDINANCE NO.

(of Las Vegas, Nevada)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA PROVIDING FOR THE ISSUANCE OF ITS GENERAL OBLIGATION (LIMITED TAX) SEWER REFUNDING BONDS (ADDITIONALLY SECURED BY PLEDGED REVENUES), SERIES 2016C FOR THE PURPOSE OF REFUNDING CERTAIN OF THE CITY'S OUTSTANDING SEWER BONDS; PROVIDING THE FORM, TERMS AND CONDITIONS THEREOF AND THE SECURITY THEREFOR, AND OTHER DETAILS IN CONNECTION THEREWITH; PROVIDING OTHER MATTERS RELATING THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

PUBLIC NOTICE IS HEREBY GIVEN, and that such Ordinance was proposed on March 2, 2016, and was passed at the meeting held on March 16, 2016, by the following vote of the City Council:

Those Voting Aye:

Those Voting Nay: _____

Those Absent: _____

This Ordinance shall be in full force and effect from and after the 20th day of March, 2016, i.e., the day after the 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 March 16, 2016.

Attest: /s/ Carolyn G. Goodman
Mayor

/s/ LuAnn D. Holmes, MMC
City Clerk

(End of Form of Publication)

SECTION 63. Ordinance Irrepealable. This Ordinance, if any Bonds are in fact issued, shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled and discharged, as herein provided.

SECTION 64. Implied Repealer. All resolutions and ordinances, bylaws and orders, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency.

SECTION 65. Severability. 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.

(SEAL)

Carolyn G. Goodman, Mayor

Attest:

LuAnn D. Holmes, MMC, City Clerk

Approved as to form:

Val Steed 2-18-16

City Attorney or Chief Deputy City Attorney

This Ordinance shall be in full force and effect from and after March 20, 2016, i.e., the day after the publication of such Ordinance by its title only.

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss.**
)
CITY OF LAS VEGAS)

I, LuAnn D. Holmes, MMC, the duly chosen and qualified City Clerk of Las Vegas (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 on March 2, 2016 and finally adopted and approved on March 16, 2016.

(2) The following members of the Council were present at the March 2, 2016 Council meeting:

Mayor:	Carolyn G. Goodman
Council members:	Steven D. Ross
	Lois Tarkanian
	Ricki Y. Barlow
	Stavros S. Anthony
	Bob Coffin
	Bob Beers
Those Absent:	_____
	_____

(3) The foregoing Ordinance was first proposed and read by title to the City Council on March 2, 2016, and referred to a committee composed of _____ _____ for recommendation; thereafter the committee reported favorably on the Ordinance on March 16, 2016, which was a regular meeting of said Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The members of the City Council were present at the March 16, 2016 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:

Mayor:	Carolyn G. Goodman
Council members:	Steven D. Ross
	Lois Tarkanian
	Ricki Y. Barlow
	Stavros S. Anthony
	Bob Coffin
	Bob Beers
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 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 Council were given due and proper notice of the meetings held on March 2, 2016 and March 16, 2016. Pursuant to NRS 241.020, 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 working days before the meetings 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, on the City's website, on the official website of the State of Nevada pursuant to NRS 232.2175, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) City Hall
495 S. Main Street
Las Vegas, Nevada

(ii) City of Las Vegas
333 N. Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(iv) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(v) The City of Las Vegas website

and

(b) By mailing a copy of the notice to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

(6) A copy of such notice so given of the meeting of the Council on March 2, 2016 is attached to this certificate as Exhibit A, and a copy of such notice so given of the meeting of the Council on March 16, 2016 is attached to this certificate as Exhibit B.

(7) A copy of the affidavit of publication of the notice of deposit of ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of the adoption of the ordinance is attached to this certificate as Exhibit D.

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

IN WITNESS WHEREOF, I have hereunto set my hand on this March 16, 2016.

_____

LuAnn D. Holmes, MMC, City Clerk

EXHIBIT A

(Attach Copy of Notice of March 2, 2016 Meeting)

EXHIBIT B

(Attach Copy of Notice of March 16, 2016 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Notice of Deposit of Bond Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Bond Ordinance)

City of Las Vegas

Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER

☐ **Consent** ☒ **Discussion**

SUBJECT:
Closed Session - Upon duly carried Motion, a closed meeting is called in accordance with NRS 288.220 to discuss labor negotiations

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**

☐ **Budget Funds Available**

Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
To discuss the upcoming labor negotiations

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:

ROC-63102 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: SUSHI LOCA - OWNER: INLAND DIVERSIFIED LAS VEGAS CENTENNIAL CENTER, LLC - For possible action on a request for a Review of Condition of an approved Special Use Permit (SUP-21419) TO DELETE CONDITION #5 WHICH STATES, "HOURS OF OPERATION SHALL BE LIMITED TO 11 A.M. TO 11 P.M. FOR ALL BUSINESS DAYS." at 6181 Centennial Center Boulevard (APN 125-28-610-004), T-C (Town Center) Zone [GC-TC (General Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross) [PRJ-62693]. Staff recommends APPROVAL.

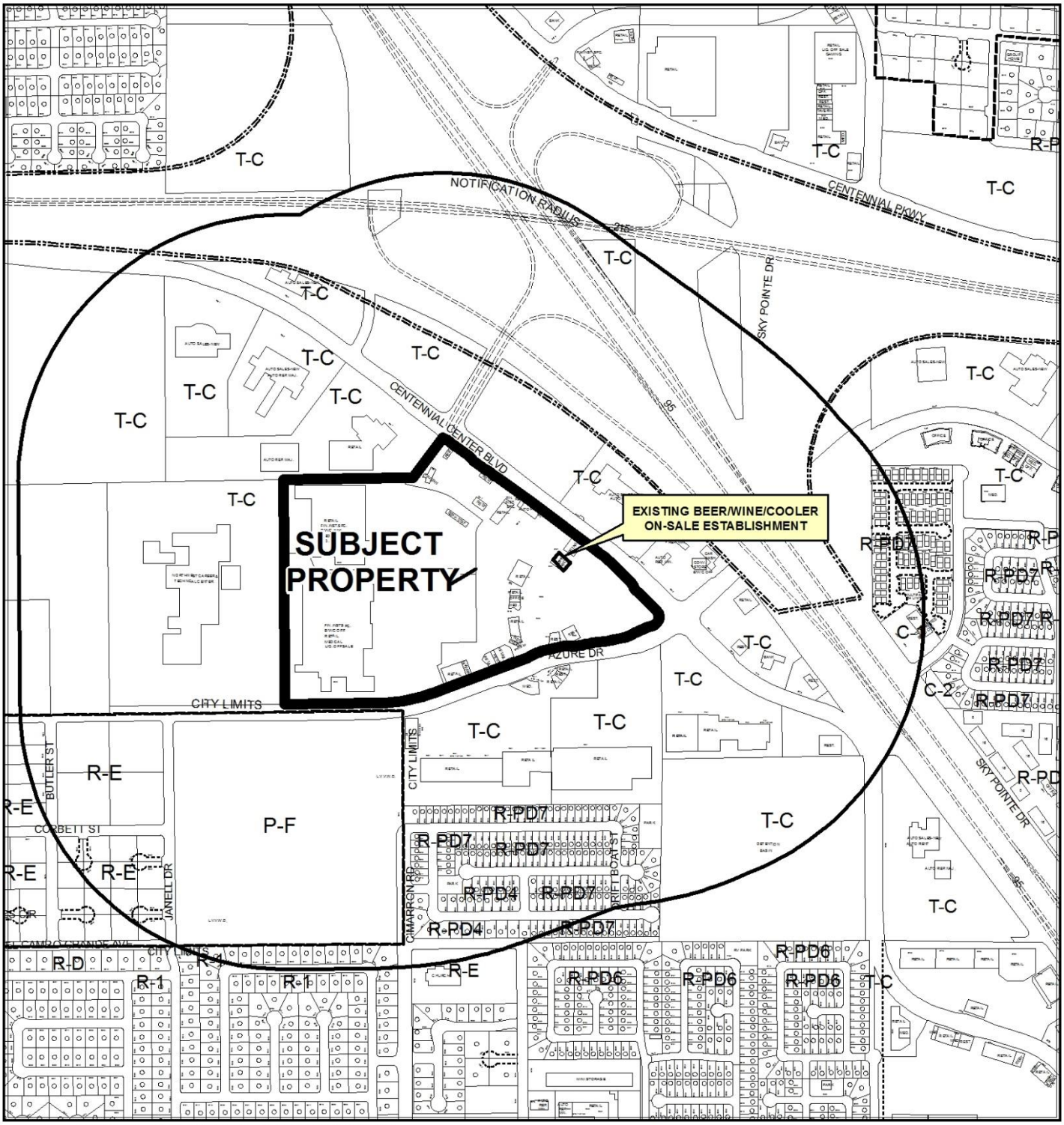
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter - SUP-21419
6. Justification Letter



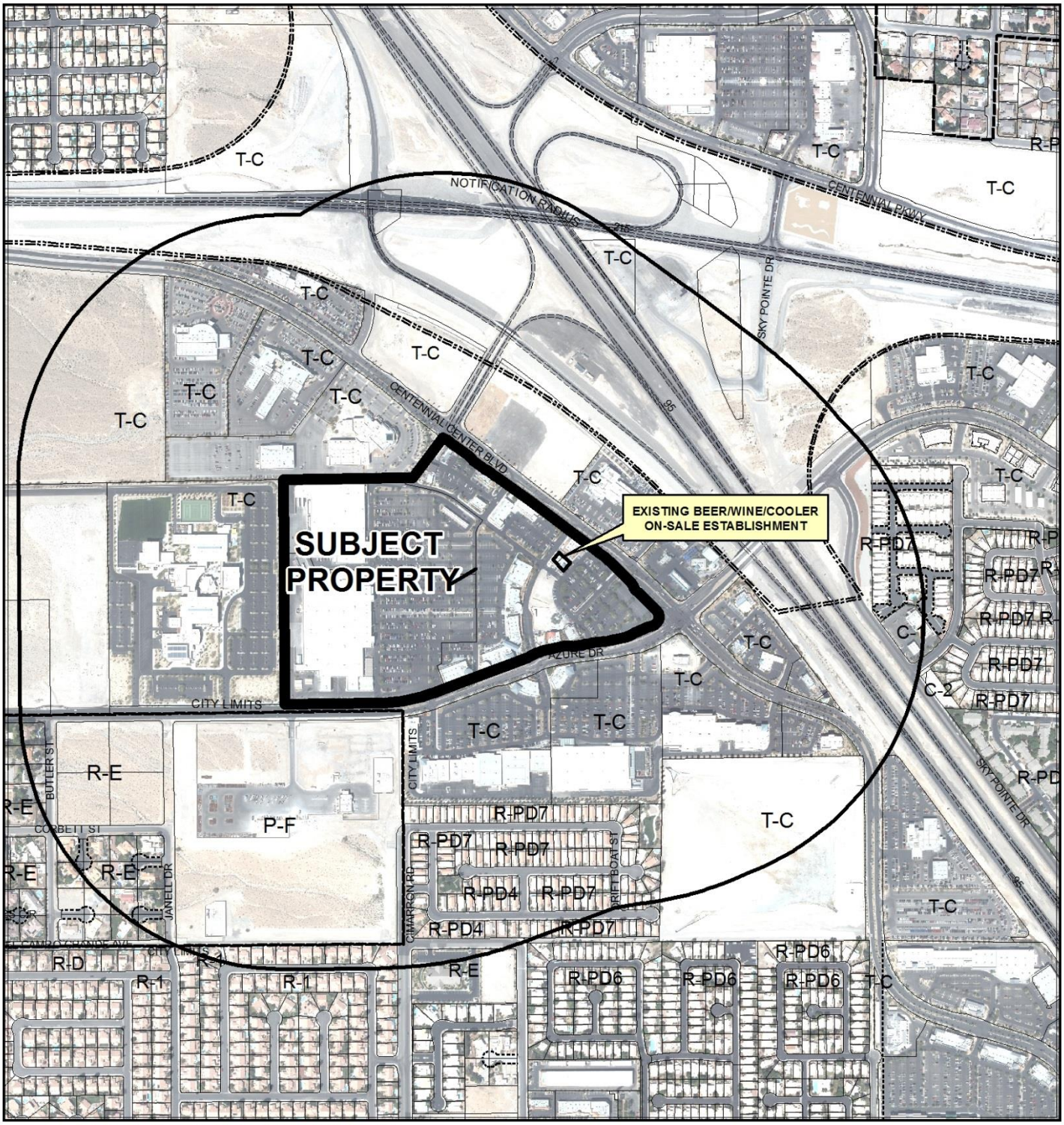
CASE: **ROC-63102 (PRJ-62693)**

RADIUS: 1500 FEET

0 600 1,200 Feet

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER) [GC-TC (GENERAL COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

N



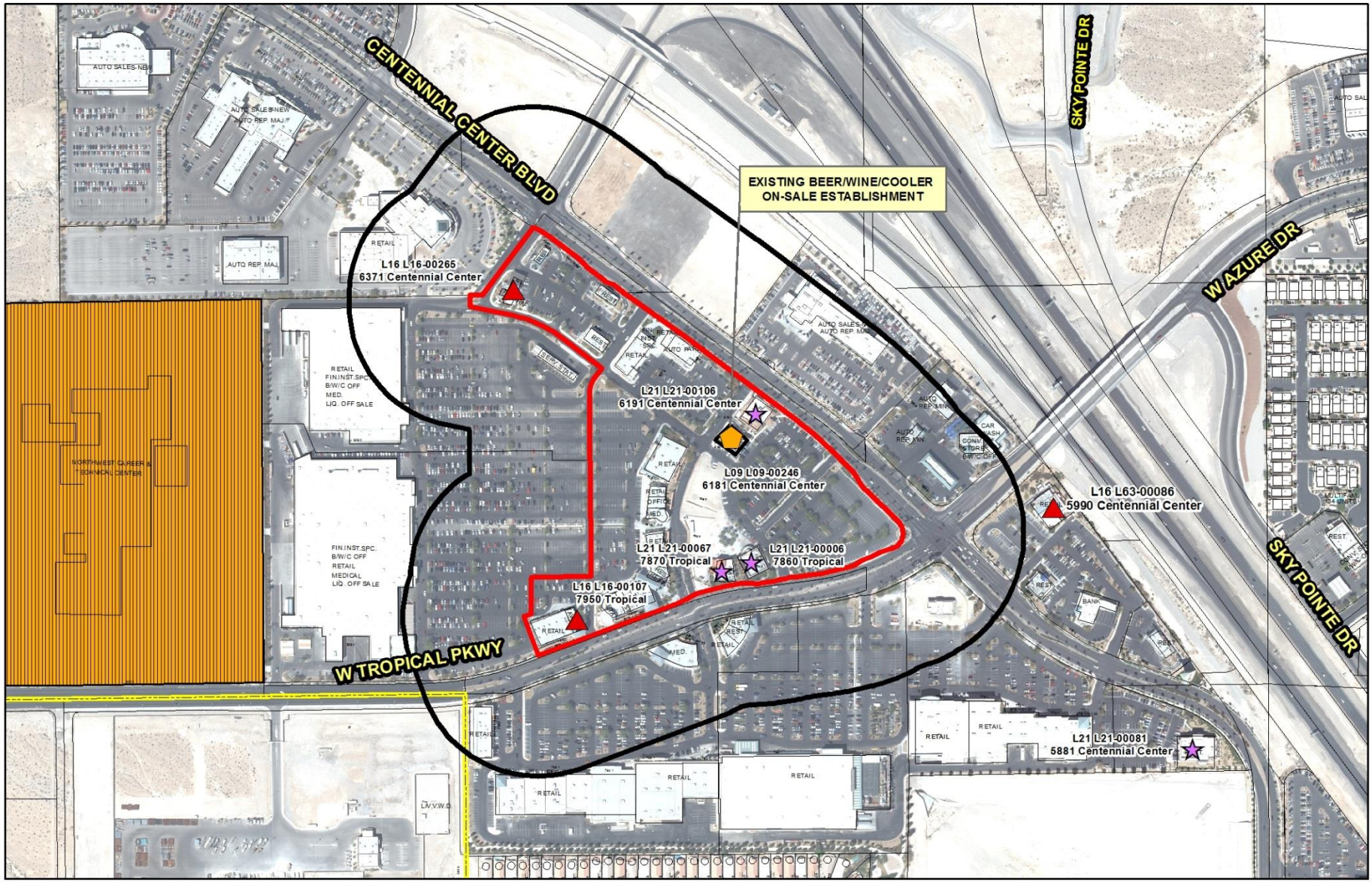
CASE: **ROC-63102 (PRJ-62693)**

RADIUS: 1500 FEET

0 600 1,200 Feet

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER) [GC-TC (GENERAL COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

N



ROC-63102
(PRJ-62693)

Beer/Wine/Cooler On-Sale

Business Licenses

- Tavern
- Tavern - Limited
- Urban Lounge
- Restaurant With Alcohol/ Restaurant With Service Bar/ Beer Wine Room/ Ancillary Brew Pub
- Beer/Wine/Cooler On-Sale

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility
- Private Schools

- Subject Property
- 400 foot buffer

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Wednesday, February 03, 2016

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 2, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: SUSHI LOCA - OWNER: INLAND DIVERSIFIED LAS VEGAS CENTENNIAL CENTER, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-63102	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

ROC-63102 CONDITIONS

Planning

1. Condition of Approval Number 5 of Special Use Permit (SUP-21419) shall be deleted.

2. Conformance to the approved conditions for Special Use Permit (SUP-21419), except as amended by conditions herein.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The existing Beer/Wine/Cooler On-Sale Establishment use is located at 6181 Centennial Center Boulevard. This application is a request for a Review of Condition to remove Condition Number 5 of Special Use Permit (SUP-21419) which states: "Hours of operation shall be limited to 11 a.m. to 11 p.m. for all business days." Approval of this request would allow the applicant to determine the optimal hours of operation to serve customers. The removal of this condition will not negatively affect the surrounding neighborhood and was offered by the applicant at time of original entitlement. For these reasons, staff recommends approval of this request; however, if denied the hours of operation will remain from 11 a.m. to 11 p.m. for all business days.

ISSUES

- A Review of Condition is required to delete Special Use Permit (SUP-21419) Condition of Approval Number 5 which states, "Hours of operation shall be limited to 11 a.m. to 11 p.m. for all business days."

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/07/98	The City Council approved a request to Rezone (Z-0076-98) this site to T-C (Town Center) as part of a larger request. The Planning Commission and staff recommended approval.
02/08/99	The City Council approved a request for a Site Development Plan Review [Z-0076-98(1)] for a proposed 827,000 square-foot retail development including seven proposed automobile dealerships. The Planning Commission and staff recommended approval.
09/05/01	The City Council approved Special Use Permits for five Supper Clubs (U-007501, U-0076-01, U-0077-01, U-0078-01, and U-0079-01) on the subject parcel, including the subject restaurant. The Planning Commission and staff recommended approval.
06/18/03	The City Council approved a Special Use Permit (SUP-2194) for a Restaurant Service Bar at 7930 West Tropical Parkway. The Planning Commission and staff recommended approval.
09/17/03	The City Council approved a Special Use Permit (SUP-2659) for a proposed Financial Institution, Specified, at 6275 Centennial Center Boulevard, Suite 150. Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
11/19/03	The City Council approved Extensions of Time (EOT-3010, EOT-3011, EOT-3012, and EOT-3013) of four approved Supper Clubs on the subject parcel, including the subject restaurant. The Planning Commission and staff recommended approval.
01/08/04	Staff approved an Administrative Review (SDR-3408) for a proposed one-story, 4,975 square-foot Tavern on a portion of 18.86 acres adjacent to the south side of Centennial Center Boulevard, approximately 1,260 feet north of Tropical Parkway.
06/21/06	The City Council approved a Special Use Permit (SUP-12743) for a proposed Gaming (Restricted) use in conjunction with an existing restaurant at 7870 West Tropical Parkway. The Planning Commission and Staff recommended approval.
07/11/07	The City Council approved a Special Use Permit (SUP-21419) for a Restaurant with Beer/Wine/Cooler On-Sale Establishment use at 6181 Centennial Center Boulevard. The Planning Commission and staff recommended approval.
08/01/07	The City Council approved a request for a Special Use Permit (SUP-21954) for a Beer/Wine/Cooler On-Sale Establishment use at 7920 West Tropical Parkway, Suite #170. The Planning Commission and Staff Recommended approval.
08/09/07	The Planning Commission approved a request for a Site Development Plan Review (SDR-22920) for an approved 7,588 square-foot Supper Club at 7880 West Tropical Parkway. Staff recommended approval.
01/07/09	The City Council approved Special Use Permit (SUP-31305) for a proposed Supper Club at 7870 West Tropical Parkway. The Planning Commission and staff recommended approval.
08/14/12	The Planning Commission approved Special Use Permit (SUP-45949) for a proposed Supper Club at 6191 Centennial Center Boulevard. Staff recommended approval.
10/07/15	The City Council approved Bill 6467 changing various Title 19 uses from requiring a special use permit to making them a conditional use. The Beer/Wine/Cooler On-Sale Establishment use changed to a Conditional Use.

Most Recent Change of Ownership	
02/25/13	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
08/16/04	A building permit (#4019028) for a building shell was issued at 6181 Centennial Center Boulevard. The permit was finalized on 05/26/06.
07/05/07	A building permit (#7002152) for a tenant improvement was issued at 6181 Centennial Center Boulevard. The permit was finalized on 11/19/07.
11/20/07	A business license (L09-00246) was issued for a Beer/Wine/Cooler On-Sale use at 6181 Centennial Center Boulevard. The license is active as of 12/21/15
	A business license (R09-01431) was issued for a restaurant at 6181 Centennial Center Boulevard. The license is active as of 12/21/15

Pre-Application Meeting	
12/21/15	A pre-application meeting was held with the applicant's designated representative to discuss the submittal requirements for a Review of Condition that would remove Condition of Approval Number 5, which states "Hours of operation shall be limited to 11 a.m. to 11 p.m. for all business days."

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
01/28/16	A field check was conducted of the property that revealed that the subject property was within a clean, well maintained commercial subdivision.

Details of Application Request	
Site Area	
Net Acres	18.86

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	GC-TC (General Service – Town Center) Special Land Use Designation	T-C (Town Center)
North	Shopping Center	GC-TC (General Service – Town Center) Special Land Use Designation	T-C (Town Center)

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
South	Shopping Center	GC-TC (General Service – Town Center) Special Land Use Designation	T-C (Town Center)
East	Shopping Center	GC-TC (General Service – Town Center) Special Land Use Designation	T-C (Town Center)
West	Shopping Center	GC-TC (General Service – Town Center) Special Land Use Designation	T-C (Town Center

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Town Center Master Plan			Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
T-C (Town Center) District			Y

ANALYSIS

The subject Beer/Wine/Cooler On-Sale Establishment is located at 6181 Centennial Center Boulevard within the T-C (Town Center) zoning district and the GC–TC (General Commercial-Town Center) Special Land use designation. Condition of Approval Number 5 limits the hours of operation from 11 a.m. to 11 p.m. during all business days. The applicant would like for the business to hours to be 10 a.m. to 2 a.m. daily. Per Town Center Development Standards, the requirements for the Beer/Wine/Cooler On-Sale Establishment are: "The use shall comply with all minimum conditions, standards and requirements applicable to the use "Beer/Wine/Cooler/On-Sale Establishment," as that is permitted by means of a Special Use Permit under LVMC Chapter 19.12." If this was a new application for a Beer/Wine/Cooler On-Sale Establishment use it would be a conditional use that would not require a public hearing and would be allowed to operate 24-hours a day; however, as the land use entitlements exists, a Review of Condition is required to extend the hours of operations. The request to remove the hour restriction is consistent with the shopping center and the surrounding neighborhood and should not adversely affect the surrounding area; therefore, staff recommends approval of this request with conditions.

FINDINGS

The Special Use Permit (SUP-21419) for the subject Beer/Wine/Cooler On-Sale Establishment use was approved in 2007. Removal of Condition Number 5 is consistent with the changing uses in the shopping center and the neighborhood. The extended hours will not have a negative effect on the neighborhood or surrounding community. For above reasons, staff recommends approval of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 29

NOTICES MAILED 311 (By Planning)

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

ROC-63102

Case Number: PRJ-62693 APN: 125-28-610-004

Name of Property Owner: KRG LAS VEGAS CENTENNIAL CENTER, LLC.

Name of Applicant: JOOHEE LEE, MANAGER OF K-PRO, LLC.

Name of Representative: HYUNCHOON KIM

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: KRG Las Vegas Centennial Center, LLC
By: Scott E. Murray
EVP, General Counsel & Secretary

Subscribed and sworn before me

This 12th day of January, 2016

_____
Notary Public in and for said County and State

NOTARY PUBLIC SEAL INDIANA
NANCY L PAYNE
Notary Public
Marion County, State of Indiana
Commission Expires May 26, 2023

PRJ-62693
01/21/16

WRITTEN CONSENT
OF THE SOLE MEMBER OF
KRG LAS VEGAS CENTENNIAL CENTER, LLC
TO ACTION WITHOUT A MEETING

The undersigned, being the sole member of **KRG LAS VEGAS CENTENNIAL CENTER, LLC**, a Delaware limited liability company (the "Company"), hereby consents that the following actions may be, and the same hereby are, taken without the necessity of a meeting of the Company:

RESOLVED, that the following persons ("Officers") are hereby elected to the offices of the Company shown opposite their respective names, to hold such offices until their successors are duly elected and qualified:

John A. Kite:	Chairman and Chief Executive Officer
Thomas K. McGowan:	President and Chief Operating Officer
Daniel R. Sink:	Executive Vice President, Chief Financial Officer and Treasurer
Scott E. Murray:	Executive Vice President, General Counsel, Corporate Secretary
Mark S. Jenkins:	Senior Vice President, Retail Development

RESOLVED, that any and all acts taken, and any and all agreements or other instruments executed, on behalf of the Company by any officer of the Company prior to the execution hereof be, and they hereby are, ratified, confirmed, adopted and approved; and

RESOLVED FURTHER, that this Consent be in lieu of a meeting of the Company, and shall be filed in the record book of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent as of the 7th day of November, 2014.

KRG TERRITORY, LLC, a Delaware limited liability company

By: KRG Territory Member, LLC, its managing member

By: KRG Magellan, LLC, its sole member

By: Kite Realty Group, L.P., its sole member

By: Kite Realty Group Trust, its general partner

By: _____
Scott E. Murray, Executive VP, General Counsel and Corporate Secretary

PRJ-62693
01/21/16

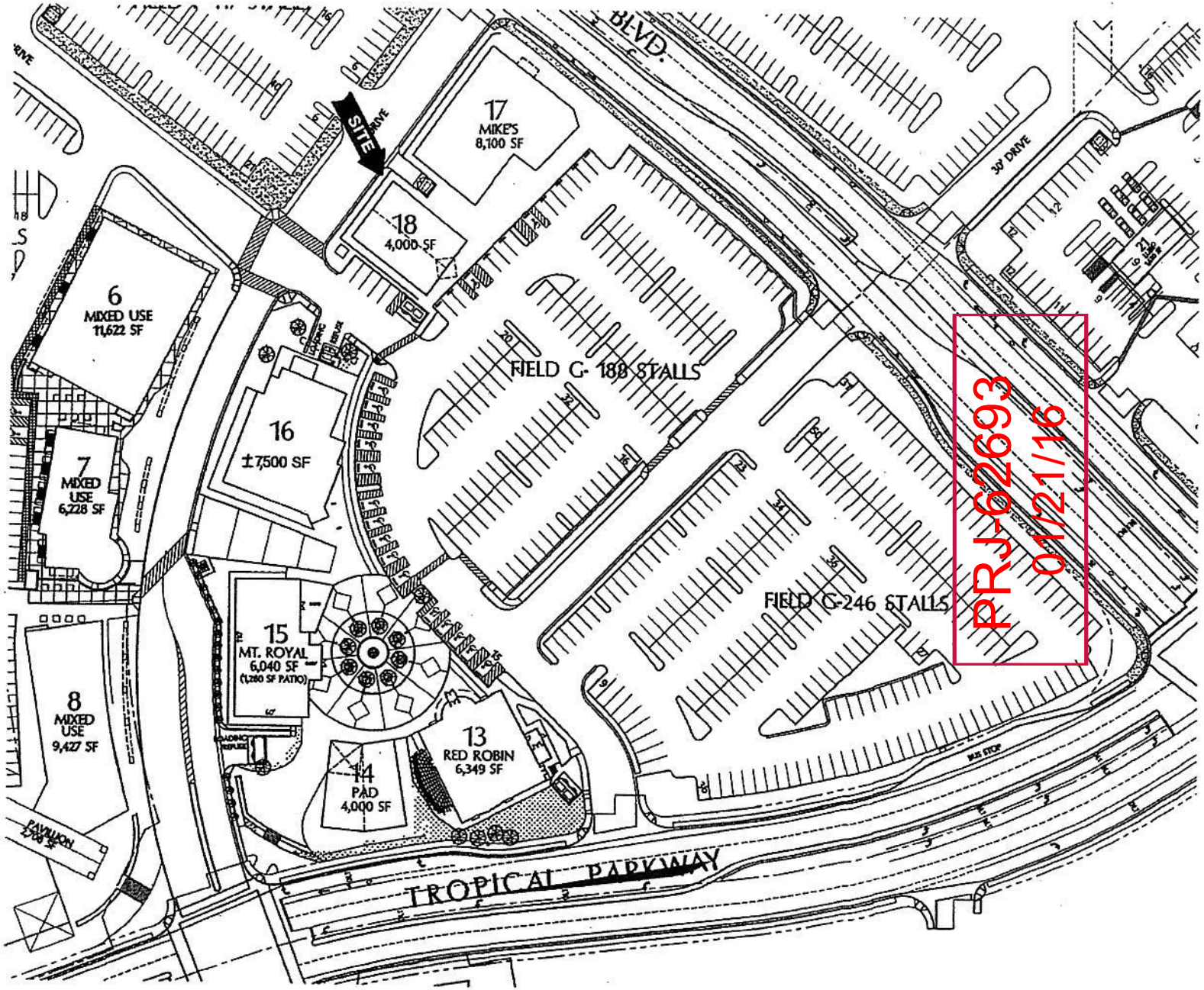
DAVID N. DEROBERTS
Sr. Real Estate Attorney

KITE REALTY GROUP

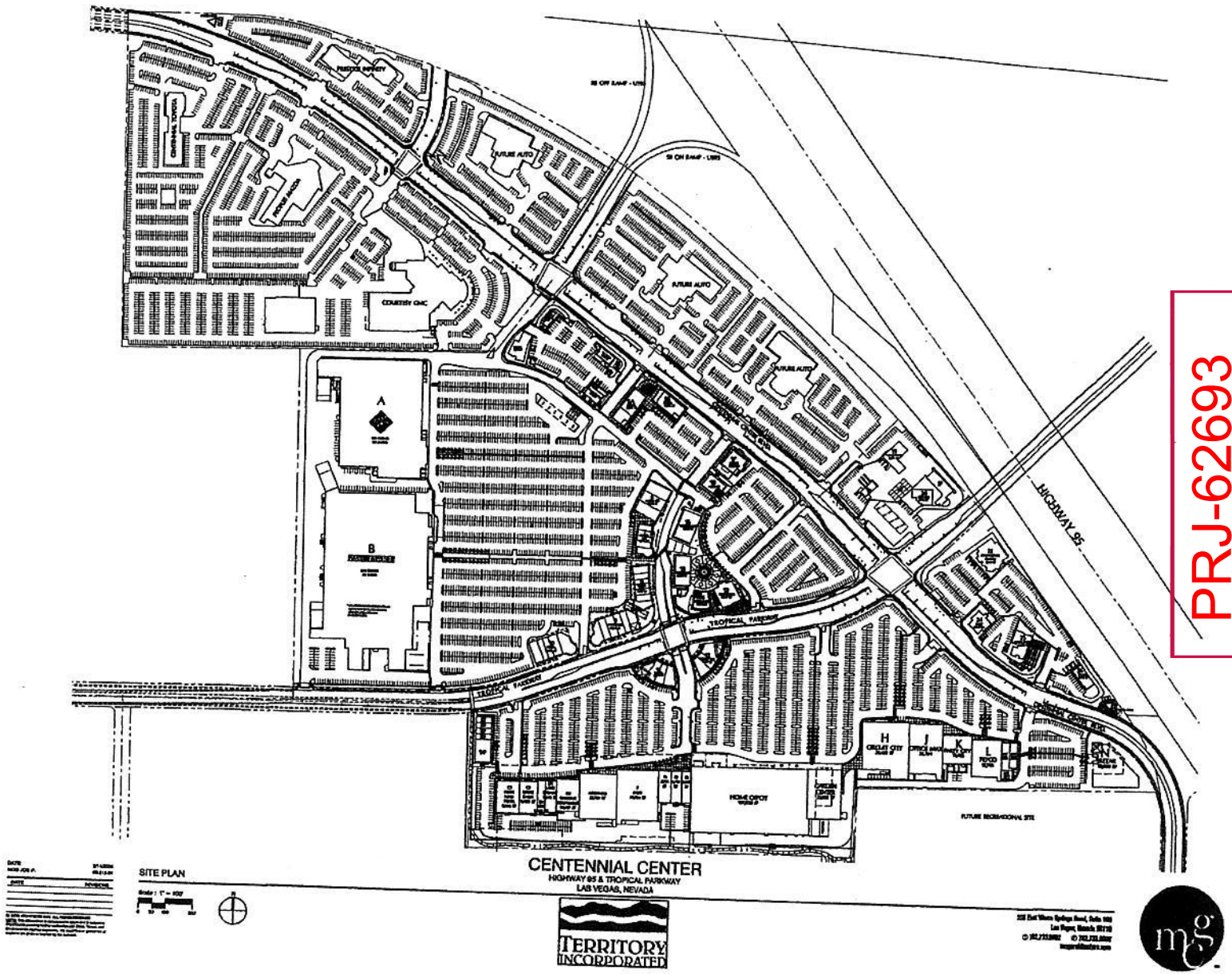
30 S. MERIDIAN STREET
SUITE 1100
INDIANAPOLIS, IN 46204
DIRECT 317-713-7643
CELL 216-319-6143
FAX 317-577-5605
dderoberts@kiterealty.com
www.kiterealty.com

KRG
LISTED
NYSE.

PRJ-62693
01/21/16

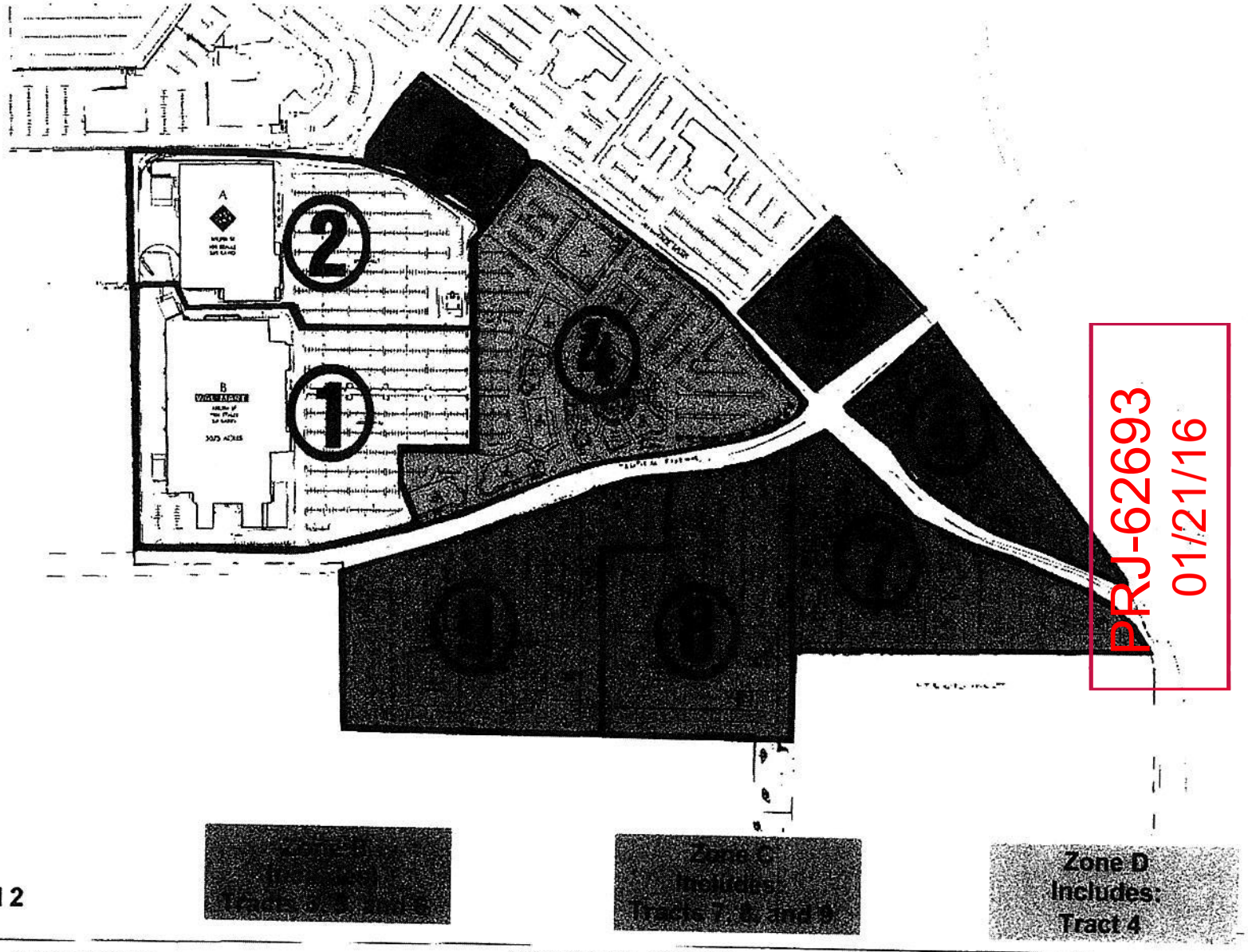

BLVD.
SITE
17
MIKE'S
8,100 SF
18
4,000 SF
6
MIXED USE
11,622 SF
7
MIXED USE
6,228 SF
16
±7,500 SF
FIELD G- 188 STALLS
FIELD G-246 STALLS
15
MT. ROYAL
6,040 SF
(1,280 SF PATIO)
8
MIXED USE
9,427 SF
14
PAD
4,000 SF
13
RED ROBIN
6,349 SF
PAVILION
TROPICAL PARKWAY
30' DRIVE
RPJ-62693
01/21/16

ROC-63102



PRJ-62693
01/21/16

ROC-63102



PRJ-62693
01/21/16

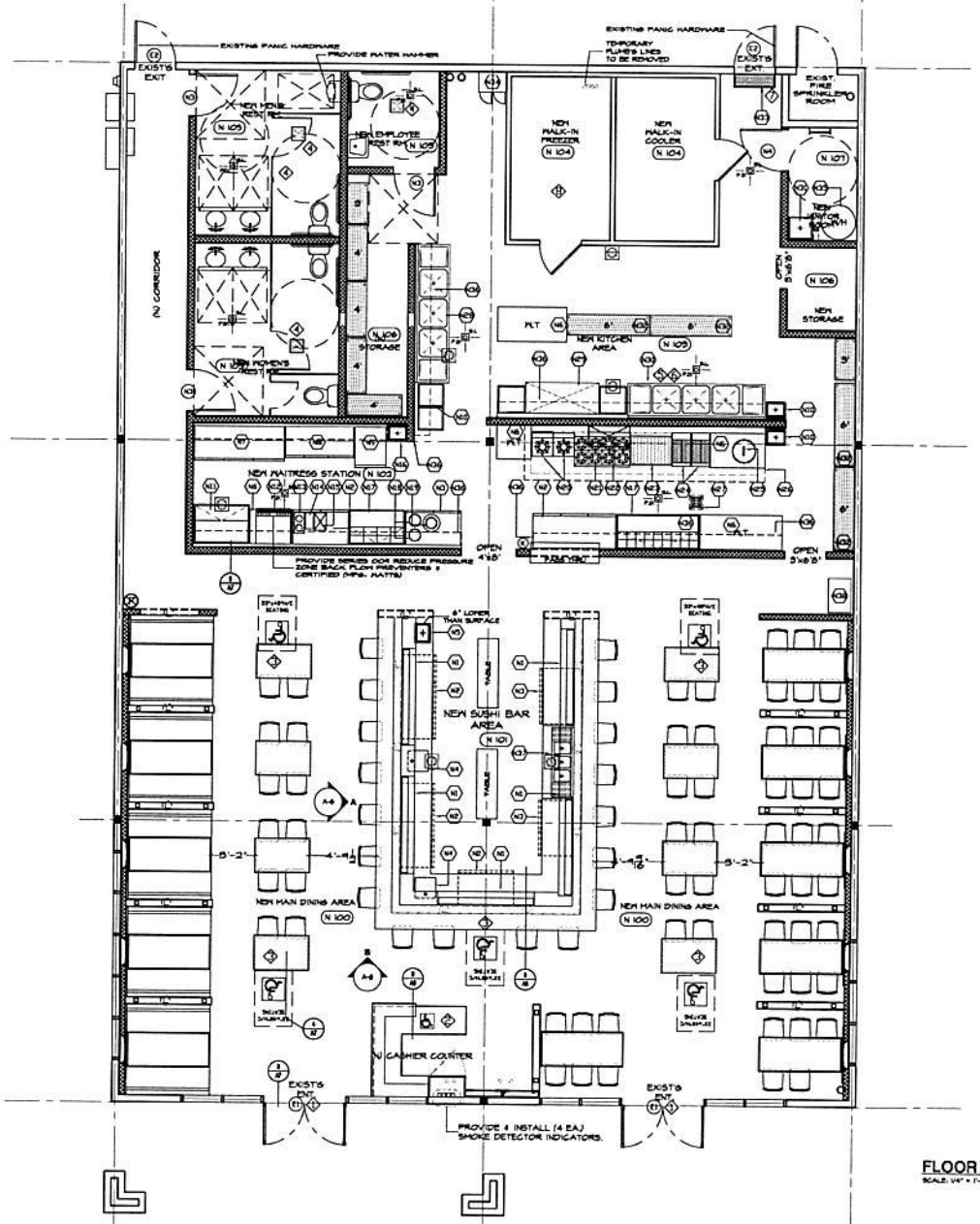
SITE PLAN/ZONING PLAN

Not to Scale, Sized for Scanning

CENTENNIAL CENTRE
HIGHWAY 95 & CENTENNIAL PARKWAY
LAS VEGAS, NEVADA
A COMMERCIAL PROJECT BY
CENTENNIAL CENTRE, LLC

mcg architecture

ROC-63102



FLOOR PLAN
SCALE: 1/4" = 1'-0"

SCOPE OF WORK

NEW SUSHI BAR & KITCHEN
NEW DIVIDED PARTITION WALL

NOTE

1. TENANT'S GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL DEMOLITION WORK AND DISPOSE ALL DEBRIS FROM LEASED PREMISES. ALSO, VERIFY ALL EXISTING CONDITION BEFORE PROCEEDING CONSTRUCTION.
2. VERIFY ALL DIMENSIONS SHOWN ON DRAWINGS BY TAKING FIELD MEASUREMENTS. PROPER FIT AND ATTACHMENET OF ALL CONSTRUCTION MATERIALS IS REQUIRED. BEFORE COMMENCING WORK, ALL DISCREPANCIES SHOULD BE IMMEDIATELY REPORTED TO THE DESIGNER FOR CORRECTION AND ADJUSTMENT. IN EVENT OF FAILIRE TO DO SO, THE CONTRACTORS SHALL BE RESPONSIBLE FOR CORRECTION OF ANY ERRORS AND HIS OWN EXPENSE.
3. ALL DIMENSIONS ARE FINISH TO FINISH, UNLESS OTHERWISE NOTED.
4. SHOP DRAWING'S SHALL BE SUBMITTED TO ONE DESIGN LAB, INC. FOR APPROVAL PRIOR TO FABRICATION.
6. A MAXIMUM OCCUPANT LOAD SIGN MUST BE POSTED IN THE DINING RM. STATING: "MAXIMUM OCCUPANT LOAD. DINING AREA: 1537 SQ. FT. 1,537 / 30 = 51 OCCUPANCY LOAD
7. MAXIMUM NUMBER OF EMPLOYEES PER BUSIEST SHIFT: 6
8. SIGN, ALARM AND SPRINKLER CONTRACTOR TO OBTAIN SEPARATE PERMIT FROM CITY AND LANDLORD PRIOR INSTALLATION OF ANY SIGN, ALARM AND SPRINKLER.
9. "FIRE DEPARTMENT APPROVAL WILL BE NECESSARY FOR ALTERATION OF EXISTING FIRE SPRINKLER SYSTEM"
10. SEPARATE PERMITS FOR ELECTRICAL, PLUMBING, MECHANICAL AND OTHER WORK TO BE DONE NOT COVERED BY THE BUILDING PERMIT ARE TO BE OBTAINED FROM THEIR RESPECTIVE AUTHORITIES BY THE CONTRACTORS.
11. OBTAIN APPROVED PERMIT FROM THE FIRE DEPARTMENT FOR ANSUL AUTOMATIC FIRE SHUT OFF SYSTEM UNDER TYPE I (GREASE HOOD) HOOD.
12. ALL EXIT SHALL BE OPENABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT.
13. HOT WATER AND DRAIN PIPES UNDER LAVATORIES SHALL BE INSULATED OR OTHERWISE COVERED. THERE SHALL BE NO SHARP OR ABRASIVE SURFACE UNDER LAVATORIES.
14. FAUCET CONTROLS AND OPERATING MECHANISMS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRED TO ACTIVATE CONTROLS SHALL BE NO GREATER THAN 10lbs
15. THE INSTALLATION OR OPERATION OF SPECIAL EXTINGUISHER SYSTEM MUST BE CHECKED AND APPROVED BY THE FIRE DEPARTMENT PRIOR TO INSTALLATION.

KEY NOTE

1. ENT. DR. W/SIGN STATING THIS DOOR REMAIN UNLOCKED DURING BUSINESS HOUR.
2. THE CASHIER COUNTER FOR H/C ACCESSIBILITY SHALL HAVE A HEIGHT OF 28"-34" MAXIMUM A.F.F. AND 36" WIDTH MINIMUM.
3. ACCESSIBLE SEATING AREA SHALL PROVIDE A MINIMUM KNEE CLEARANCE 27"HTX30"WX19"D. SEE DRAWING DETAIL ON 9/A-5
4. TOILET ROOM SHALL HAVE A FAN PROVIDING A FIFTEEN MINUTE AIR CHANGE. AS AN ALTERNATE, A MINIMUM 100 SQUARE INCH DUCT TO THE OUTSIDE AIR FOR THE FIRST TOILET FACILITY W/ADDITIONAL FIFTY SQUARE INCHES FOR EACH ADDITIONAL TOILET FACILITY MAY BE PROVIDED. EXHUST FAN DUCTED TO OUTSIDE AIR) WITH LIGHT ACTIVATED.
5. PROVIDE MIN. 4" WAINSCOT OF CERAMIC TILE OR S.S.TL. ON THE WALL BEHIND ALL SINKS. IT HAS TO BE AT LEAST EA. 18" BEYOND SIDES OF ALL SINKS.
6. OPEN
7. AN AIR VELOCITY OF AIR CURTAIN AT LEAST 150 FEET PER MIN.
8. PREFABRICATED FLOOR: PREFABRICATED FLOOR PANELS SHALL BE OF SIMILAR CONSTRUCTION TO THE OTHER PANELS WITH A FULLY FORMED NSF INTERIOR RADIUS AND STAMPED CORNERS. FLOOR PANELS SHALL BE DESIGNER TO WITHSTAND A UNIFORMLY DISTRIBUTED WEIGHT LOAD OF 600 POUNDS PER SSQUARE FOOT. WALL PANELS SHALL BE SET IN A CONTINOUS GROOVE OF FLOOR PANELS AND ATACHED TO THE FLOOR PANELS WITH CAM LOCKS.

LEGEND

- (N) FLOOR DRAIN
- (N) FLOOR SINK
- EXHAUST FAN (TO OUTSIDE AIR)
- EQUIPMENT NUMBER — SEE EQUIPMENT SCHEDULE FOR DETAIL ON A-7
- DOOR NUMBER — SEE DOOR SCHEDULE FOR DETAIL ON A-8
- (N) FIRE EXTINGUISHER @ 3' TO 5' A.F.F. TO THE HANDLE
- (N) "K" TYPE FIRE EXTINGUISHER
- (E) EXISTS DEMISING WALL TO REMAIN
- NEW WALL 3 5/8" x 20 GA. METAL STUDS @ 16" O.C.
- NEW LOW PARTION WALL 3 5/8" x 20 GA. METAL STUDS - REFER TO DETAIL B/A-6.
- (E.) EXISTING

KIM
CONSTRUCTION & ASSOCIATES
4545 SPRING MOUNTAIN RD.
STE. 101
LAS VEGAS, NV 89103
TEL: 702.383.3052
FAX: 702.889.9997

BR-J-162693
01/21/16

TENANT IMPROVEMENT

SUSHI LOCA
6181 CENTENNIAL CENTER BLVD.
LAS VEGAS, NV 89149

NO.	DATE	DESCRIPTION

DRAWN:
PROJECT MGR.:
DATE:
SCALE:
PROJECT NUMBER:

FLOOR PLAN

SHEET NUMBER
A-3

ROC-63102



ROC-63102 [PRJ-62693] - APPLICANT: SUSHI LOCA - OWNER: INLAND DIVERSIFIED LAS VEGAS CENTENNIAL CENTER, LLC
6181 CENTENNIAL CENTER BOULEVARD

01/28/16



ROC-63102 [PRJ-62693] - APPLICANT: SUSHI LOCA - OWNER: INLAND DIVERSIFIED LAS VEGAS CENTENNIAL CENTER, LLC
6181 CENTENNIAL CENTER BOULEVARD

01/28/16

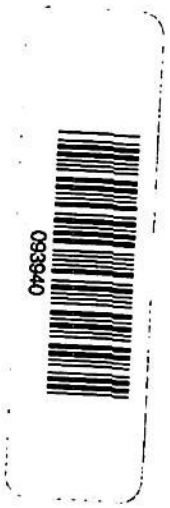
LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER



CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

July 13, 2007

Ms. Barbara Olson
Centennial Centre, LLC
5785 Centennial Center Boulevard, Suite #230
Las Vegas, Nevada 89149

RE: SUP-21419 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF JULY 11, 2007

Dear Ms. Olson:

The City Council at a regular meeting held July 11, 2007 APPROVED the request for a Special Use Permit FOR A RESTAURANT WITH BEER/WINE/COOLER ON SALE at 6181 Centennial Center Boulevard (APN 125-28-610-004), T-C (Town Center) Zone [GC-TC (General Commercial - Town Center) Special Land Use Designation]. The Notice of Final Action was filed with the Las Vegas City Clerk on July 12, 2007. This approval is subject to:

Planning & Development

1. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. Approval of this Special Use Permit does not constitute approval of a liquor license.

3. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

PRJ-62693
01/21/16

ROC-63102

5. Hours of operation shall be limited to 11 a.m. to 11 p.m. for all business days.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Younhee Lee
3 Carrington Road
Henderson, Nevada 89052

Mr. James Kwon
James Kwon, Esq.
1428 South Jones Boulevard
Las Vegas, Nevada 89146

PRJ-62693
01/21/16

ROC-63102

Justification Letter Requesting Review of Special Use Permit Conditions

Joohee Lee and Jae Jun Ha (the applicants), managers of K-PRO LLC dba Sushi Loca, located at 6181 Centennial Center Blvd., Las Vegas, NV 89149, respectfully request a review and change of one of the current Special Use Permit conditions, SUP-21419, for a restaurant with beer/wine/cooler on sale at the above referenced business location.

One of the conditions for the existing Special Use Permit states that the hours of operation shall be limited to 11 a.m. to 11 p.m. for all business days. However, the applicants respectfully request a change of the hours of operation to 10 a.m. to 2 a.m. for all business days.

Unfortunately, due to the lack of communication with the attorney, who applied for the existing Special Use Permit on behalf of the applicants, and knowledge about existing Special Use Permit conditions, the applicants had been operating the business from 11 a.m. to 2 a.m. until one of the liquor license agents told them to close daily business operation at 11 p.m. as the current Special Use Permit specified. Based upon the previous operating experience, the applicants well understand that opening the business until 2 a.m. is very beneficial for the routine customers, who normally come out of their late sifts, such as casino employees, other restaurant employees, and military personnel. Therefore, the applicants believe that the new operation hours had been and will be a big plus to the community and its surrounding land uses.

Also, the change of the operation hours is important for successful business, since a significant portion of the total sales had been and will be generated from the late customers.

The applicants have been abiding by the rules of applying and obtaining the required licenses and permits, and also have been paying taxes and license fees properly. Therefore, the applicants, again, respectfully request a review of the existing condition and change of the operation hours to 10 a.m. to 2 a.m.

Joohee Lee, Manager

Jae Jun Ha, Manager

12/10/15
Date

PRJ-62693
01/21/16

ROC-63102

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MARCH 2, 2016

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO ☐ **Consent** ☒ **Discussion**

SUBJECT:
EOT-63112 - EXTENSION OF TIME - NONCONFORMING - PUBLIC HEARING - APPLICANT: STEVE HAYASHI - OWNER: COMETT LV, LLC - For possible action on a request for an Extension of Time FOR A NONCONFORMING USE (TAVERN) at 600 Jackson Avenue (APN 139-27-110-076), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-63090]. Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter – EOT-61059
6. Justification Letter

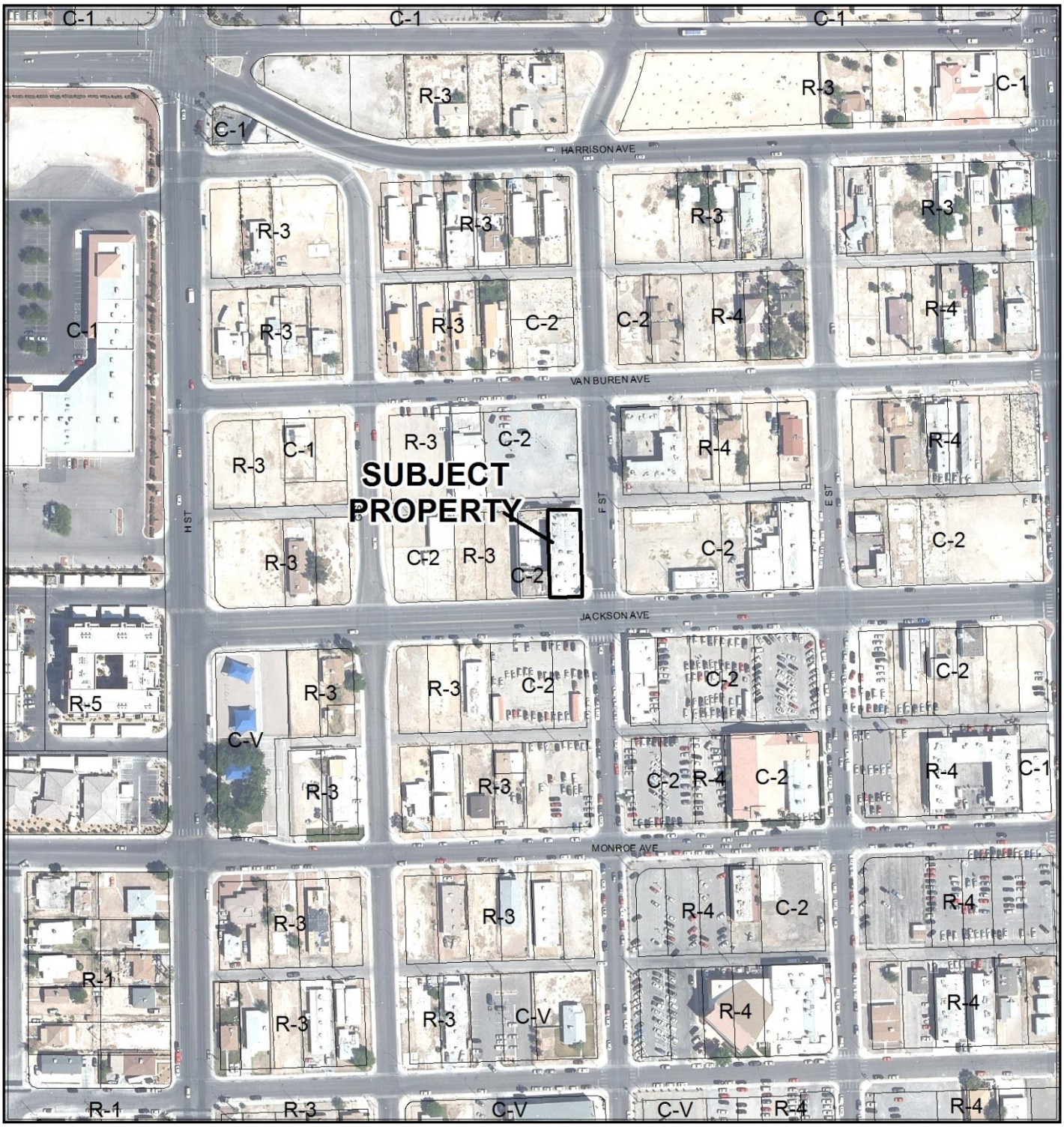


CASE: **EOT-63112 (PRJ-63090)**

0 200 400 Feet

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

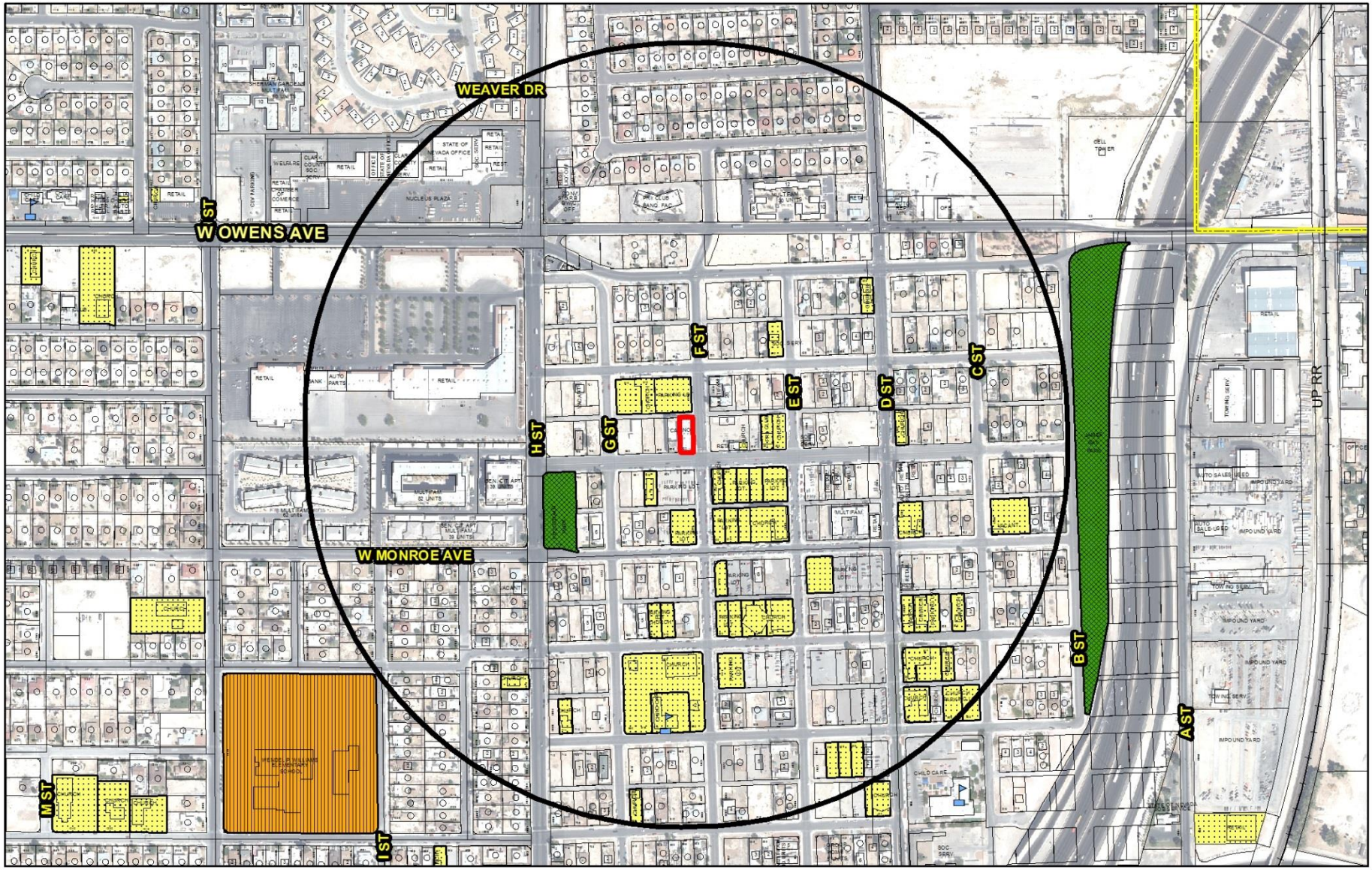


CASE: **EOT-63112 (PRJ-63090)**

0 200 400 Feet

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



EOT-63112 (PRJ-63090)

Liquor Establishment (Tavern)

Business Licenses

- Tavern
- Brew/Pub Tavern
- Tavern - Limited
- Urban Lounge

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility
- Private Schools

- Subject Property
- 1500 foot buffer

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Wednesday, February 03, 2016

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MARCH 2, 2016
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: STEVE HAYASHI - OWNER: COMETT LV, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-63112	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

EOT-63112 CONDITIONS

Planning

1. This Extension of Time for a nonconforming Liquor Establishment (Tavern) shall expire on September 1, 2016 unless another Extension of Time is approved by the City Council.

SS

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting an Extension of Time of a nonconforming Liquor Establishment (Tavern) use at 600 Jackson Avenue. The existing establishment consists of a 7,000 square-foot single-story building that had previously operated as a small casino that included gaming and tavern operations. Due to a delay in the investigative process of the Gaming Control Board caused by ongoing litigation regarding the property, the applicant has stated that it may not be ready to establish full-time liquor operations by March 1, 2016, which is the deadline before which nonconforming status would be revoked. Continuous operation of the tavern is dependent upon receipt of the required Gaming Control board approvals, which are not expected before the deadline. The litigation has concluded, interior improvements have recently been completed, repairs have been made to the exterior of the building to improve its appearance and the applicant is expecting to have the necessary approvals to open in the first half of 2016. The land use character of the neighborhood has not changed. As the Extension request does not jeopardize the public health, safety and welfare and falls within the intent of Title 19.14, staff is recommending approval with a six-month time limit.

ISSUES

- Title 19.14 allows extensions of time for up to one year from the abandonment of a nonconforming use or previous extension for buildings not damaged by acts of God. The applicant projects opening the establishment in the first half of 2016 and therefore specifically requests a six-month extension of time.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/06/10	The City Council adopted Ordinance 6114, which authorized, under certain circumstances, an extension of time regarding the expiration of certain nonconforming uses.
12/17/14	The City Council approved an Extension of Time (EOT-56322) for a nonconforming use (Tavern) at 600 Jackson Avenue until 12/03/15. Staff recommended approval.
	The City Council approved an Extension of Time (EOT-56637) for a nonconforming use (Gaming Establishment, Nonrestricted) at 600 Jackson Avenue until December 3, 2015. Staff recommended approval.
09/16/15	The City Council approved the applicant's request for a One-Day Opening New Nonrestricted Gaming License for 16 slot machines on 12/17/15 from

	6:00 a.m. to 2:00 p.m. for property at 600 Jackson Avenue. Staff recommended approval. The gaming use was extended for an additional two years.
10/21/15	The City Council approved an Extension of Time (EOT-61059) for a nonconforming use (Tavern) at 600 Jackson Avenue. The approval expires 03/01/16. Staff recommended approval.

Most Recent Change of Ownership	
06/17/13	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
1955	The building on the subject site was constructed.
08/29/06	A building permit (71742) was issued for the demolition of the roof at 600 Jackson Avenue. The permit was never finalized.
11/15/06	A business license (R09-00039) was issued for a Restaurant at 600 Jackson Avenue. The license was marked out of business on 02/14/11.
	A renewal business license (L16-00030) was issued for a Liquor Establishment (Tavern) at 600 Jackson Avenue. The license was marked nonoperational on 12/03/13 and marked out of business on 01/16/14.
	A business license (C08-01510) was issued for Coin Amusement Machines at 600 Jackson Avenue. The license was marked out of business on 07/11/11.
	A business license (G08-00038) was issued for Gaming, Nonrestricted at 600 Jackson Avenue. The license was marked out of business on 07/13/11.
03/28/07	A business license (C05-02526) was issued for a Tobacco Dealer at 600 Jackson Avenue. The license was marked out of business on 07/11/11.
08/10/11	A building permit (192680) was issued for a 2,500 square-foot Tenant Improvement for a Certificate of Occupancy at 600 Jackson Avenue. The permit was finalized on 01/24/12.
02/08/12	A business license (G08-00091) was issued for Gaming, Nonrestricted at 600 Jackson Avenue. The license was marked out of business on 12/03/13.
	A business license (C05-02791) was issued for a Tobacco Dealer at 600 Jackson Avenue. The license was marked out of business on 12/18/13.
	A business license (C08-01965) was issued for Coin Amusement Machines at 600 Jackson Avenue. The license was marked out of business on 12/18/13.
03/08/12	A business license enforcement case (111373) was processed for a routine Liquor Establishment (Tavern) inspection at 600 Jackson Avenue. The case was resolved on 05/30/12.
06/19/12	A business license enforcement case (115947) was processed to confirm that the restaurant at 600 Jackson Avenue has not opened. The case was resolved on 06/28/14.
07/02/12	A business license (G50-08269) was issued for General Retail Sales at 600 Jackson Avenue. The license was marked out of business on 12/18/13.
09/06/12	A business license enforcement case (119321) was processed for nonpayment of Gaming tax fees at 600 Jackson Avenue. The case was resolved on 09/18/12.
12/06/12	A business license enforcement case (123084) was processed for delinquent

	license fees for a Liquor Establishment (Tavern) at 600 Jackson Avenue. The case was resolved on 12/11/12.

Related Building Permits/Business Licenses	
12/03/13	A business license enforcement case (135907) was processed for the closure of the Liquor Establishment (Tavern) at 600 Jackson Avenue. The case was resolved on 12/18/13, all general licenses were marked out of business and the Tavern license was marked inactive.
01/15/14	A business license enforcement case (136842) was processed for a Liquor Establishment (Tavern) operating without a valid business license at 600 Jackson Avenue. The case was resolved on 04/03/14.
03/25/14	A temporary business license (L16-90052) was issued for a Liquor Establishment (Tavern) at 600 Jackson Avenue. The license was suspended on 08/01/14 for noncompliance and revoked on 08/12/14. A permanent license (L62-00107) was issued and placed in nonoperational status as an alcohol asset on 08/13/14.
03/26/14	A temporary business license (D19-90053) was issued for a Night Club at 600 Jackson Avenue. The license was suspended on 08/01/14 and revoked on 08/12/14.
	A temporary business license (C05-90055) was issued for a Tobacco Dealer at 600 Jackson Avenue. The license was suspended on 08/01/14 and revoked on 08/12/14.
04/29/14	A temporary business license (C08-90054) was issued for a Coin Amusement Machine at 600 Jackson Avenue. The license was suspended on 08/01/14 and revoked on 08/12/14.
05/01/14	A business license enforcement case (140484) was processed for a routine inspection of temporary business licenses (L16-90052) Liquor Establishment (Tavern), (D19-90053) Night Club and (C05-90055) Tobacco Dealer at 600 Jackson Avenue. The case was resolved on 08/14/14.
04/23/15	A building permit (282242) was issued for a casino tenant improvement at 600 Jackson Avenue. A final inspection was completed 08/05/15.
06/01/15	The business license (L62-00107) for a tavern asset at 600 Jackson Avenue was suspended.
06/10/15	The business license (L62-00107) for a tavern asset at 600 Jackson Avenue was revoked for failure to pay delinquent renewal fees.
07/14/15	Structural revisions (291930) were approved for the building at 600 Jackson Avenue.
11/22/15	Application (P63-00443) was made for a business license for a tavern at 600 Jackson Avenue. The license has not been issued and status is still pending.
	Application (P63-00444) was made for a business license for nonrestricted gaming at 600 Jackson Avenue. The license has not been issued and status is still pending.
	Application (G63-008769) was made for a business license for retail sales at 600 Jackson Avenue. The license has not been issued and status is still pending.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
01/28/16	The site contains a single-story building that is built to the property line. The steps and ramp leading to the main entrance are in good condition. The elevations are in good condition. Several doors remain boarded up at this time. An existing illuminated nonconforming sign is located on the roof of the building and appears to be in good condition.

Details of Application Request	
Site Area	
Net Acres	0.16

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Nonconforming Liquor Establishment (Tavern) Gaming Establishment, Nonrestricted	MXU (Mixed-Use)	C-2 (General Commercial)
North	Church/House of Worship (accessory parking lot)	MXU (Mixed-Use)	C-2 (General Commercial)
South	Parking Facility (Accessory Outdoor Storage)	MXU (Mixed-Use)	C-2 (General Commercial)
East	General Retail Store, Other than Listed Church/House of Worship	MXU (Mixed-Use)	C-2 (General Commercial)
West	Undeveloped	MXU (Mixed-Use)	R-3 (Medium Density Residential)

Master Plan Areas	***Compliance***
West Las Vegas Plan	Y
Special Purpose and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (140 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

ANALYSIS

This is the third Extension of Time request for the abandoned nonconforming Liquor Establishment (Tavern) use at this location. Title 19.14 allows the owner of property deemed abandoned (that is, physical occupation or operation of the use has ceased) for a period of time greater than the applicable abandonment period for a nonconforming use to request that the abandonment period be extended through an Extension of Time application for reasons of economic hardship. The economic hardship must be demonstrated by the applicant and based upon market conditions or other situation beyond the applicant's control. If approved, the Extension of Time request is not to exceed the duration of the applicable abandonment period, which in this case is one year. In accordance with Title 19.14, a public hearing is required so as to notify neighboring homeowners and registered associations and to provide them an opportunity for comment.

The existing Liquor Establishment (Tavern) is nonconforming with respect to the current Special Use Permit requirement for taverns and 1,500-foot distance separation requirement measured from the property line of several Churches/Houses of Worship, a city park and Individual Care Center. The business license (L62-00107) for the tavern was revoked on 06/10/15 and a new one (P63-00443) has been applied for. The nonconforming status of the tavern will expire 03/01/15 if the use is not reestablished or no application for further extension of time is submitted before then.

The applicant states that due to litigation that affects the ownership of the property, the current owner had delayed application for a business license that would make the Liquor Establishment (Tavern) use fully operational. Since the previous extension in October 2015, the litigation regarding the property has concluded and the applicant has applied for Gaming Control Board review, which must precede issuance of a business license for the use. Application for the business license was made 11/22/15 and is pending Gaming Control Board review and approval.

FINDINGS (EOT-61059)

Litigation regarding building ownership has been resolved and preparations are being made to obtain a gaming license. Due to the ongoing litigation, the applicant had demonstrated a hardship beyond the control of the applicant that prevented the use from becoming operational. As the request does not jeopardize public health, safety and welfare and falls within the intent of Title 19, staff is recommending approval. Since the applicant expects to obtain all approvals and be operational in the first half of 2016, staff recommends a six-month time limit.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

NOTICES MAILED 391 (By Planning)

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-63112 APN: 139-27-110-076

Name of Property Owner: Comett LV LLC

Name of Applicant: Comett LV LLC

Name of Representative: Law Offices of John K. Maloney

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: Steve Hayashi

Subscribed and sworn before me

This 4 day of January, 2016

Brien VanDyke

Notary Public in and for said County and State

BRIEN VAN DYKE
Notary Public, State of Nevada
Appointment No. 12-8086-1
My Appt. Expires Jun 18, 2016

PRJ-63090
01/21/16

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) 600 W, Jackson Ave., Las Vegas, NV 89106

Project Name Tokyo Casino fka Ultra New Town Tavern **Proposed Use** Tavern

Assessor's Parcel #(s) 139-27-110-076 **Ward #** 5

General Plan: existing MXU proposed MXL **Zoning:** existing C2 proposed C2

Commercial Square Footage 7,000 **Floor Area Ratio**

Gross Acres 0.17 **Lots/Units** **Density**

Additional Information Time Extension for Legal Nonconforming Use

PROPERTY OWNER Comett LV LLC **Contact** Steve Hayashi

Address 3901 W. Charleston Blvd. **Phone:** 3108923959 **Fax:** 7028183831

City Las Vegas **State** NV **Zip** 89102

E-mail Address hayashist@yahoo.com

APPLICANT Steve Hayashi **Contact**

Address same as above **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

REPRESENTATIVE John K. Maloney, Esq. **Contact** John Maloney

Address 2510 Anthem Village Drive **Phone:** 7023879397 **Fax:** 7023874002

City Henderson **State** NV **Zip** 89052

E-mail Address jmaloney@johnkmaloneylaw.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* Steve Hayashi

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Steve Hayashi

Subscribed and sworn before me

This 4 day of January, 20 16.

Brien Van Dyke

Notary Public in and for said County and State

BRIEN VAN DYKE
Notary Public, State of Nevada
Appointment No. 12-8086-1
My Appt. Expires Jun 18, 2016

Revised 10/27/08

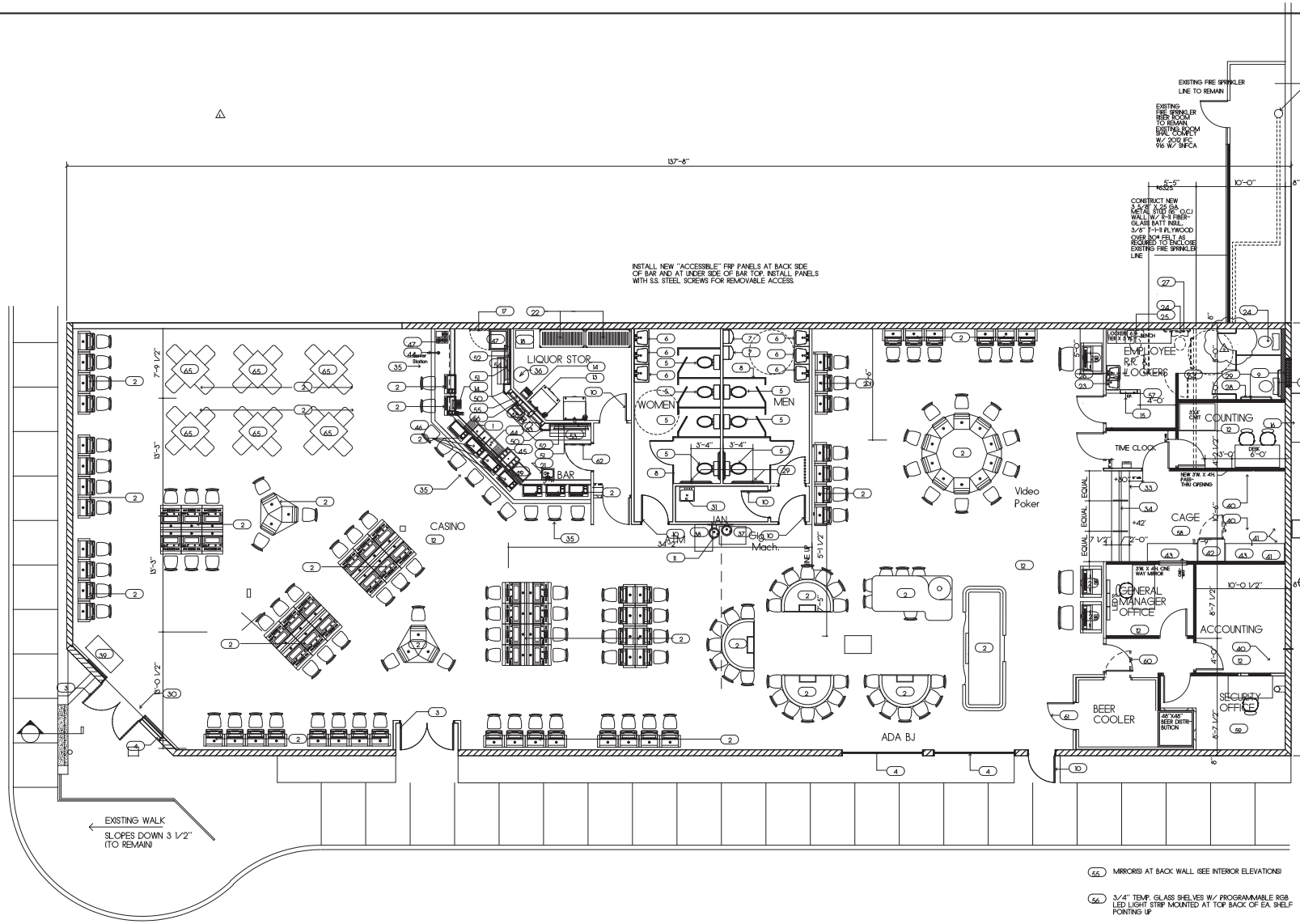
FOR DEPARTMENT USE ONLY

Case #	EOT-63112
Meeting Date:	03/02/16 CC
Total Fee:	
Date Received:*	
Received By:	

PRJ-63090 01/21/16

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf



FLOOR PLAN

SCALE 3/16" = 1'-0"

WALL LEGEND

- EXISTING 8" CMU WALL TO REMAIN
- EXISTING WOOD STUD PARTITION TO REMAIN
- NEW 3 5/8" X 25 GA. METAL STUDS AT 16" OC. W/ 5/8" TYPE "X" GYP. BOARD BOTH SIDES
- NEW 1 5/8" X 6" X 25 GA. METAL STUDS AT 16" OC. W/ 5/8" TYPE "X" GYP. BOARD INTERIOR SIDE (AT NEW PLUMBING WALL)

FLOOR PLAN KEYNOTES:

1. EXISTING BAR EQUIPMENT EXISTING TO REMAIN
2. NEW GAMING EQUIPMENT (BY OTHERS)
3. EXISTING ALUM. FRAME / GLASS DOORS TO BE REMOVED
4. EXISTING ALUM. FRAME / GLASS STOREFRONT SYSTEM TO REMAIN
5. REPLACE EXISTING WATER CLOSET W/ NEW FIXTURE.
6. REPLACE EXISTING LAV. WITH NEW FIXTURE.
7. REPLACE EXISTING URINAL W/ NEW FIXTURE.
8. REPLACE EXISTING TOILET STALL W/ NEW UNIT.
9. EXISTING DOOR TO BE REMOVED AND OPENING TO BE FILLED IN WITH NEW 8" CMU TO MATCH EXISTING
10. EXISTING DOOR TO REMAIN.
11. EXISTING ELECTRICAL WATER COOLER TO BE REMOVED
12. EXISTING FLOOR COVERING TO BE REMOVED & REPLACED W/ NEW CARPET, AS SELECTED BY OWNER.
13. EXISTING ICE MACHINE TO REMAIN
14. EXISTING FLOOR SINK TO REMAIN
15. ELECTRICAL ELECTRICAL PANEL TO BE RELOCATED
16. EXISTING ELECTRICAL SWITCHGEAR TO REMAIN
17. EXISTING HAND SINK TO REMAIN
18. EXISTING BAG-IN-BOX TO REMAIN
19. RELOCATED EXISTING S.S. PREP TABLE
20. RELOCATED EXIST. REACH-IN COOLER
21. NEW HAND SINK
22. NEW STORAGE RACK(S)
23. EXISTING LAV TO BE RELOCATED
24. NEW WATER CLOSET
25. RELOCATE & REPLACE EXISTING WATER CLOSET W/ NEW ACCESSIBLE W.C.
26. NEW LAVATORY
27. NEW 36" S.S. GRAB BAR +36" ABOVE F.F.
28. NEW 42" S.S. GRAB BAR +36" ABOVE F.F.
29. NEW 18" VERTICAL S.S. GRAB BAR +40" A.F.F.
30. NEW 6'-0" X 6'-6" ALUM. FRAME / T. GLASS
31. EXISTING MOP RECEPTOR TO REMAIN
32. NEW TOILET PARTITION
33. NEW 42" HIGH / 30" HIGH COUNTER
34. NEW SECURITY GLASS DIVIDER
35. NEW BAR STOOL BY OTHERS
36. NEW WATER HEATER
37. NEW CIGARETTE DISPENSING MACHINE
38. NEW ATM MACHINE
39. NEW SECURITY PODIUM 24" X 48"
40. EXISTING DOOR TO BE REMOVED
41. EXISTING WATER HEATER & SOFTNERS TO BE REMOVED
42. NEW SAFE (AS SELECTED BY OWNER / OPERATOR)
43. NEW SAFE COUNTER & CABINET
44. CHROME WAITRESS STATION DIVIDER POLE
44. EXISTING S.S. 3-COMPARTMENT SINK TO REMAIN
45. EXISTING S.S. JOCKEY BOX
46. EXISTING BAR COUNTER TO REMAIN
47. NEW BEER COOLER "TRUE FOOD SERVICE EQUIPMENT, INC." MODEL: GDM -19T-LD SINGLE GLASS SWING DOOR W/ LED LIGHTING
47. NEW BEER COOLER "TRUE FOOD SERVICE EQUIPMENT, INC." MODEL: GDM -19T-LD SINGLE GLASS SWING DOOR W/ LED LIGHTING
48. POINT OF SALE REGISTER & PRINTER SYSTEM (AS SELECTED BY OWNER/ OPERATOR)
49. EXISTING S.S. SINGLE BOWL SINK (TO REMAIN)
50. STAINED DECORATIVE HARDWOOD SHELF & BUILD-OUT
51. 55" WALL MOUNTED LCD PANEL TELEVISION
52. "ELDARADO STONE VENEER" "ALDERWOOD STACKED STONE" OR EQUAL
53. 4 FT. LONG (3) TIER (PROGRAMMABLE COLOR LED) ACRYLIC LIQUOR SHELF DISPLAY "ARMANA PRODUCTIONS ILLUMINATED BAR PRODUCTS" OR EQUAL
54. 4 FT. LONG (3) TIER (PROGRAMMABLE COLOR LED) ACRYLIC LIQUOR SHELF DISPLAY "ARMANA PRODUCTIONS ILLUMINATED BAR PRODUCTS" OR EQUAL
55. MIRROR(S) AT BACK WALL (SEE INTERIOR ELEVATIONS)
56. 3/4" TEMP. GLASS SHELVES W/ PROGRAMMABLE RGB LED LIGHT STRIP MOUNTED AT TOP BACK OF EA. SHELF POINTING UP
56. NOT ASSIGNED
57. EXISTING RELOCATED ELEC. PANEL
58. NEW VINYL FLOORING
59. NEW PAINTED CONC. FLOOR
60. EXIST. DOOR TO BE RELOCATED TO OTHER SIDE OF BEER COOLER
61. RELOCATED DOOR
62. EXISTING DOOR TO BE REMOVED
63. SLOT SYSTEM
64. NEW THINSET CERAMIC TILE
65. TABLE(S) & CHAIRS (AS SELECTED BY OWNER)

P.K. THISTLE A.I.A.
ARCHITECTURE
PLANNING
7555 ARCHENA AVENUE
LAS VEGAS, NEVADA 89129
PHONE (702) 452-1264

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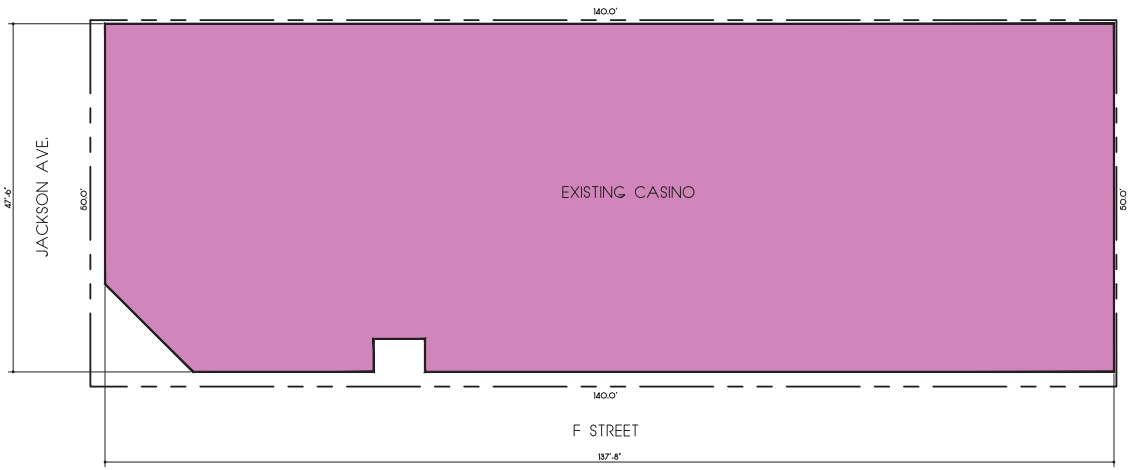
REVISIONS	
1	6/3/15 CLIENT REVISION
2	6/10/15 CLX P.C.

INTERIOR REMODEL FOR:
TOKYO CASINO
600 JACKSON AVENUE, LAS VEGAS, NV.

JOB NO.
DATE 3/27/15
A.4
CHECKED BY: PKT

PRJ-63090
01/21/16

EOT-63112



PARCEL NO: 139-27-110-076

SITE PLAN

SCALE: 1/8" =1'-0"

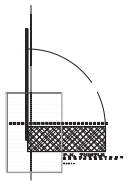
N

P.K.
THISTLE A.I.A.
ARCHITECTURE
PLANNING
7383 ATACAMA AVENUE
LAS VEGAS, NEVADA 89179
PHONE (702) 435-1814

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REVISIONS

ULTRA NEW TOWN TAVERN
600 JACKSON AVENUE
LAS VEGAS, NEVADA



PRJ-63090
01/21/16

JOB NO.
DATE: 9/30/14
SCALE: 1/8"=1'-0"
CHECKED BY: PKT

A.1

EOT-63112



EOT-63112 [PRJ-63090] - APPLICANT: STEVE HAYASHI - OWNER: COMET LV, LLC
600 JACKSON AVENUE

01/28/16



EOT-63112 [PRJ-63090] - APPLICANT: STEVE HAYASHI - OWNER: COMET LV, LLC
600 JACKSON AVENUE

01/28/16



EOT-63112 [PRJ-63090] - APPLICANT: STEVE HAYASHI - OWNER: COMET LV, LLC
600 JACKSON AVENUE

01/28/16



EOT-63112 [PRJ-63090] - APPLICANT: STEVE HAYASHI - OWNER: COMET LV, LLC
600 JACKSON AVENUE

01/28/16

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STEVEN D. ROSS
MAYOR PRO TEM

LOIS TARKANIAN
RICKI Y. BARLOW
STAVROS S. ANTHONY
BOB COFFIN
BOB BEERS

ELIZABETH N. FRETWELL
CITY MANAGER

October 22, 2015

Mr. Steve Hayashi
Comett LV, LLC
36901 West Charleston Boulevard
Las Vegas, Nevada 89102

RE: EOT-61059 - EXTENSION OF TIME - NON-CONFORMING USE CITY COUNCIL MEETING OF OCTOBER 21, 2015

Dear Mr. Hayashi:

The City Council at a regular meeting held on October 21, 2015 ***APPROVED*** a request for an Extension of Time FOR A NONCONFORMING USE (TAVERN) at 600 Jackson Avenue (APN 139-27-110-076), C-2 (General Commercial) Zone, Ward 5 (Barlow) [PRJ-61038].

This approval is subject to the following conditions:

1. This extension of Time for a nonconforming Liquor Establishment (Tavern) shall expire on March 1, 2016 unless another Extension of Time is approved by City Council.

The Notice of Final Action was filed with the Las Vegas City Clerk on October 22, 2015.

Sincerely,

Thomas A. Perrigo
Director
Department of Planning

TAP:clb

cc: Mr. John Maloney
John K. Maloney, Esquire
2510 Anthem Village Drive, Suite #100
Henderson, Nevada 89052

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING

DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NEVADA 89106

VOICE 702.229.6301
FAX 702.474.7463
TTY 7-1-1
www.lasvegasnevada.gov

/city of las vegas

PRJ-63090
01/21/16

EOT-63112

January 20, 2016

Justification Letter for an Extension of Time Request

Re: 600 W. Jackson Ave., Las Vegas, NV (Assessor Parcel Number *139-27-110-076)*

In accordance with City of Las Vegas Ordinance Section 1914.030.B.A, please allow this letter to supplement Comett LV, LLC's application for an Extension of Time for the non-conforming land use at 600 W. Jackson Ave., Las Vegas, NV 89106.

It is our understanding that this location was closed in December 2013 and therefore qualifies for an Extension of Time pursuant to Section 1914.030.B.1. During the City Council meeting on October 21st, 2015, an Extension of Time was requested and granted for this location until March 1st, 2016. This will be the third request for an Extension of Time. The existing facility consists of a 7,000 square foot single story building which includes gaming and bar operations. The owner of the property and a separate operator are currently working with the Nevada Gaming Control Board to obtain the necessary licenses to re-open the property as soon as possible. Since our previous extension request, the owner has completed construction for a $400,000 interior tenant improvement of the existing building and is ready to obtain a business license. The operator for the location will obtain a business license once approved by the Nevada Gaming Control Board recommends approval and the operator receives approval from the Nevada Gaming Commission.

A one-day opening occurred on September 17, 2015 in order to preserve the grandfathered non-restricted gaming license for the location. This one-day opening preserved the grandfathered gaming at the State and City level for two (2) years. However, there is still a City of Las Vegas requirement that the location be open by March 1st, 2016 on a "continuous" basis to satisfy Tavern License requirements for the non-conforming land use. While the owner is currently working on meeting the deadline of March 1st, 2016 to commence full-time operations, there is a possibility the location will not receive the required Gaming Control Board approvals in order to meet that deadline. In order for an item to be replaced on the Gaming Control Board and Gaming Commission agendas, the Board must complete its investigative report approximately five (5) weeks before the Gaming Control Board meeting. As this deadline has passed for the February Nevada Gaming Control Board agenda, we are requesting an Extension of Time from the Las Vegas City Council.

As you may recall, there was ongoing litigation regarding this property which concluded at the end of September; however, there was a significant delay in the entry of the final Court Order. Pursuant to the Judgment of the Court, Mr. Hayashi retains the title to the property located at 600 W. Jackson Ave., Las Vegas, NV 89106. This delay in this litigation also delayed the investigative process of the Gaming Control Board.

Once the location is operational, we anticipate the casino will operate 24/7 and we believe that this property will provide a much needed economic boost to the neighborhood and will ultimately be an asset to the City of Las Vegas. We anticipate that the location will be open in the first half of the year. As such, based on the foregoing, we respectfully request an extension of time until September 17th, 2016 for the non-conforming land-use for 600 W. Jackson Ave., Las Vegas, NV 89106.

PRJ-63090
01/21/16

EOT-63112

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2016

SUBJECT:
SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2016

SUBJECT:

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

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MARCH 2, 2016

SUBJECT:
COUNCIL MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL CITY COUNCIL MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION