

SECOND AMENDMENT

Bill No. 81-50

ORDINANCE NO. 2202

AN ORDINANCE TO AMEND TITLE V OF THE MUNICIPAL CODE OF THE CITY OF LAS VEGAS, NEVADA, 1960 EDITION, BY ADDING A NEW CHAPTER, DESIGNATED AS CHAPTER 47, WHICH SHALL LICENSE AND REGULATE PERSONS IN THE BUSINESS OF PROMOTING AND SELLING INTERESTS IN TIME-SHARING PROGRAMS OR PROJECTS; TO PROVIDE PENALTIES FOR VIOLATIONS THEREOF; TO PROVIDE FOR OTHER MATTERS PROPERLY RELATING THERETO; AND TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH.

Sponsored by:
COMMISSIONER AL LEVY

Summary: Provides for the licensing and regulation of businesses sponsoring, developing, promoting, and selling time-sharing programs and projects.

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF LAS VEGAS, NEVADA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title V of the Municipal Code of the City of Las Vegas, Nevada, 1960 Edition, is hereby amended by adding thereto a new chapter, to be designated as Chapter 47, reading as follows:

5-47-1: The Board hereby finds that the activities of sponsoring, developing, promoting, selling, acting as acquisition agent with respect to and owning time-share programs and time-share projects seriously affects the economic, social or moral well-being of the City and its residents, taxpayers and visitors and requires a high degree of supervision. Such businesses therefore must comply with Title V, Chapter 4, of this Code.

5-47-2: As used in this Chapter, unless the context otherwise requires, the following words shall have the meanings ascribed to them in this section:

(A) "Accommodations" means any hotel or motel room, condominium or cooperative unit, cabin, lodge, apartment or any other private or commercial structure, or space therein, designed for occupancy by one or more individuals.

(B) "Acquisition Agent" means a person who, by means of inducement, solicitation or otherwise, attempts within the City to

1 encourage any person to attend a time-share sales presenta-
2 tion or to contact a sales agent for a time-share program,
3 and who is compensated by a sales agent, developer, seller
4 or sponsor of a time-share program or time-share project.
5 This definition does not include a person who is engaged in
6 the selling or offering of time-share intervals.

7 (C) "Board" means the Board of City Commissioners of the City.

8 (D) "City" means the City of Las Vegas, in its present incorpora-
9 ted form or in any later reorganized, consolidated, enlarged
10 or reincorporated form.

11 (E) "Department" means the Department of Business Activity of
12 the City.

13 (F) "Development", "Project" or "Property" means all of the real
14 or personal property subject to a time-share program.

15 (G) "Director" means Director of the Department of Business
16 Activity.

17 (H) "Exchange Program" means any program which involves the
18 exchange of occupancy rights by a purchaser of a time-share
19 interval in one time-share project with one or more purchasers
20 of time-share intervals in other time-share projects.

21 (I) "Facilities" means any structure, service or property,
22 whether improved or unimproved, which is made available to
23 the purchaser of a time-share interval for recreational,
24 social, family or personal use.

25 (J) "Managing Agent" means a person who undertakes the duties,
26 responsibilities and obligations of the management of a
27 time-share program.

28 (K) "Owner" means any person who owns a freehold interest in any
29 property which is or will be subject to a time-share project.

30 (L) "Person" means one or more natural persons, corporations,
31 partnerships, associations, trusts or social organizations
32 or associations, or any combination thereof.

- 1 (M) "Premium" means meals, hotel rooms, show tickets, vacation
2 certificates, tours, drinks, discounts, souvenirs or other
3 gifts, whether free or for a nominal charge, which are offered
4 for the purpose of inducing persons to attend a time-share
5 sales presentation.
- 6 (N) "Project" (See definition for "Development").
- 7 (O) "Property" (See definition for "Development").
- 8 (P) "Purchaser" means any person, other than a sponsor or
9 lender, who acquires an interest in a time-share interval.
- 10 (Q) "Sales Agent" means a natural person who is employed by a
11 seller and who sells or offers to sell time-share intervals.
- 12 (R) "Seller" means any person, other than a sales agent but
13 including, without limitation, agents, dealers, distributors,
14 franchisees, subsidiaries, assignees, resellers, brokers or
15 other representatives thereof, who sells, promotes, advertises
16 or otherwise offers for sale or resale within the City a
17 time-share interval. This definition does not include a pur-
18 chaser of a time-share interval who resells or offers to
19 resell such time-share interval for his own account in an
20 isolated transaction.
- 21 (S) "Sponsor" means, with respect to any time-share program for
22 which a time-share interval is offered or sold within the
23 City and with respect to any time-share project located
24 within the City:
- 25 (1) Each person who is contractually obligated to any
26 purchaser to convey or assign any time-share estate in
27 connection with such time-share program or time-share
28 project;
- 29 (2) Each person who is contractually obligated to any
30 purchaser to provide exclusive occupancy and use of any
31 time-share unit in connection with such time-share program
32 or time-share project; and

1 (3) If a time-share program involves a conveyance or lease
2 of one or more time-share units to any person who is described
3 as a sponsor in either subsection 1 or subsection 2 of this
4 Section, and the conveyance or lease of all such time-share
5 units to such sponsor has not been fully and irrevocably
6 consummated prior to execution of a purchaser's contract to
7 acquire a time-share interval, each person who is obligated
8 to convey or lease any such time-share unit to the person
9 who is described as a sponsor in subsections 1 and 2 of
10 this Section. If a sponsor is a trustee, the term "sponsor"
11 shall include, without limitation, each person who holds
12 10% or more of the beneficial interest in the trust. If a
13 sponsor is a bank, trust company, savings and loan association
14 or other financial institution licensed by a government agency,
15 and the financial condition and solvency of which is subject
16 to periodic examination by such government agency, such
17 financial institution shall not be deemed to be a sponsor within
18 the meaning of this Chapter. Mortgagees, holders of deeds
19 of trust and other secured parties shall not be deemed to
20 be sponsors within the meaning of this Chapter at any time
21 prior to foreclosure or exercise of a power of sale under the
22 mortgage, deed of trust or security agreement.

23 (T) "Time-Share Estate" means a freehold or leasehold interest
24 in a time-share project or time-share unit, including but
25 not limited to tenancies in common and time-share interval
26 ownerships.

27 (U) "Time-Share Interval" means a time-share estate or a time-
28 share use.

29 (V) "Time-Share Program" means any plan or arrangement, other than
30 an exchange program, in which the right to use, occupy or
31 possess real or personal property has been made subject
32 either to a time-share estate or to a time-share use and by

1 which such right circulates among purchasers of the time-
2 share intervals according to a fixed or variable time schedule
3 on a periodic basis which recurs annually over any period of
4 time in excess of two (2) years.

5 (W) "Time-Share Project" means any real property, or any personal
6 property which has a value in excess of \$50,000, including
7 but not limited to accommodations and facilities, which is
8 subject to a time-share program.

9 (X) "Time-Share Sales Presentation" means an offer to sell, re-
10 serve or option, or the sale of, any time-share interval in
11 any development, project or property located within or
12 without the State of Nevada but which is offered or sold
13 within the City.

14 (Y) "Time-Share Unit" means the space in any accommodations or
15 facilities the possession and use of which is permitted under
16 either a time-share estate or a time-share use.

17 (Z) "Time-Share Use" means a contractual right, other than a
18 time-share estate, to the exclusive occupancy and use of
19 a time-share unit in connection with a time-share program.

20 5-47-3: It is unlawful to engage in the business of a sponsor,
21 seller or acquisition agent with respect to, or to be
22 an owner of, a time-share project without a valid, unexpired
23 license issued pursuant to this Chapter; provided, however, if
24 the same person acts as the sponsor, seller and owner, or any
25 combination thereof, with respect to a particular time-share
26 program or time-share project, such person is required to be
27 licensed in only one such category as long as his activities are
28 confined to that time-share program or time-share project.

29 5-47-4:

30 (A) All persons who desire to engage in any of the businesses
31 to which this Chapter applies shall first comply with Title
32 V, Chapter 4, of this Code.

- 1 (B) In addition to the information required by Title V, Chapter
2 4, of this Code, the applicant shall also provide the
3 following information under oath:
- 4 (1) Whether the applicant has ever been convicted in any
5 state or federal court within the past ten (10) years of
6 any misdemeanor or felony other than minor traffic offenses;
- 7 (2) A list of convictions for all thefts, fraud, obtaining
8 money under false pretenses or embezzlement and of all
9 injunctive or civil actions involving fraudulent advertising,
10 sales or trade practices, together with a detailed explanation
11 of the circumstances surrounding each such conviction or
12 action;
- 13 (3) The address of each proposed business location and the
14 person who will have custody of the business records at
15 each location;
- 16 (4) Copies of all printed materials and forms which will be
17 delivered to purchasers or prospective purchasers;
- 18 (5) All advertising bulletins, announcements, circulars,
19 brochures and all other promotional materials used to promote
20 the sale or advertisement of the time-share program;
- 21 (6) Copies of all exchange contracts or documents to be
22 used in the time-share program, together with a description
23 of the exchange programs, regardless of whether those
24 contracts are to be executed with the exchange contractor
25 jointly by the purchaser and the developer or exclusively by
26 the developer;
- 27 (7) A copy of any escrow agreement to be used in connection
28 with the segregation of the refundable fees and deposits as
29 required by Section 7 of this Chapter.
- 30 (8) The legal description of the time-share project;
- 31 (9) A true statement of the condition of the title to the
32 time-share project and to the individual time-share units

1 therein, including, particularly, all liens and encumbrances
2 thereon and the respective amounts of any such liens; and
3 (10) The applicant, if he is an acquisition agent, must
4 state the name and license number of the sponsor with
5 which it has contracted to procure patrons for the time-
6 share sales presentations and must provide a copy of any
7 written contract or a full description of any verbal contract
8 with respect to such affiliation to the Director.

9 (C) (1) The failure truthfully to disclose any of the information
10 required by subsection (B) above, or the failure to make a
11 full disclosure of all facts required, shall be grounds for
12 denying the license.

13 (2) If a license has been issued, and it is subsequently
14 discovered that the applicant failed to be completely truthful
15 or failed to divulge all relevant facts in supplying the
16 required information, or if any change has occurred in the
17 materials which he submitted with his license application
18 and he failed to notify the Director of said change within
19 ten (10) days after he acquired knowledge of such change,
20 such failure shall be grounds for disciplinary action with
21 respect to such license in accordance with Section 13 of
22 this Chapter.

23 (D) After the filing of a completed application and payment of
24 all fees, the application shall be forwarded to the Metropoli-
25 tan Police Department for investigation.

26 (E) Within sixty (60) days after the filing of such application,
27 the Director shall make a report to the Board. Upon receipt
28 of the Director's report and the investigative report, the
29 Board shall, with due consideration for the protection of
30 the general public, either grant or deny the license.

31 (F) In addition to the grounds for denial set forth in subsection
32 (C) above, the Board may deny a license for any of the

1 grounds for disciplinary action set forth in Title V,
2 Chapter 1, Section 19, of this Code or for the failure of the
3 licensee to comply with any other provision of this Chapter.

4 (G) Any person who is required to be licensed pursuant to this
5 Chapter and who currently holds any business license from
6 the City which lawfully permits the activities regulated
7 hereby shall have sixty (60) days after the effective date
8 of this Chapter to obtain a license under this Chapter and
9 come into full compliance with all of its provisions.

10 5-47-5:

11 (A) Each person who is licensed as a sponsor, seller or owner
12 pursuant to this Chapter shall be jointly and severally liable
13 with every other sponsor, seller or owner with respect to a
14 particular time-share program or time-share project for the
15 payment to the City, on a quarterly basis, of a license fee
16 equal to one half of one percent of the aggregate full cash
17 purchase price on all contracts which were executed by
18 purchasers within the City during the preceding quarter with
19 respect to that time-share program or time-share project,
20 excluding all amounts which were refunded to purchasers and
21 excluding all amounts which purchasers are no longer obligated
22 to pay as a result of cancellations of or foreclosures on
23 time-share intervals if, and only if, a license fee was
24 previously paid to the City based upon the amounts so refunded,
25 cancelled or foreclosed, and shall submit to the Director quar-
26 terly reports containing the following:

27 (1) The name and address of each purchaser who executed a
28 contract within the City during the preceding quarter;

29 (2) The full cash purchase price on each contract, itemized
30 by purchaser, which was executed by any purchaser within the
31 City during the preceding quarter; and

32 (3) The name and address of each purchaser who received refunds

1 or whose obligations were cancelled or foreclosed during the
2 preceding quarter and the amount refunded to or cancelled
3 for each.

4 (B) Each person who is required to be licensed as an acquisition
5 agent pursuant to this Chapter shall pay a semi-annual
6 license fee of \$100.00.

7 5-47-6:

8 (A) Each sales agent, seller and acquisition agent, and each
9 employee, agent or subcontractor thereof, who attempts within
10 the City, either directly or indirectly, to encourage any
11 person to attend a time-share presentation or who sells or
12 offers to sell within the City any time-share interval in a
13 time-share program, and each employee of a sponsor who is
14 engaged within the City in any of such functions, shall have
15 a work card issued by the Las Vegas Metropolitan Police
16 Department.

17 (B) It shall be unlawful for any licensee hereunder to permit
18 any employee, agent or subcontractor to attempt within the
19 City, either directly or indirectly, to encourage any person
20 to attend a time-share presentation or to sell or offer to
21 sell within the City any time-share interval in a time-share
22 program unless such employee has a valid work card, and
23 each licensee shall have the responsibility of securing from
24 each employee, agent and subcontractor faithful adherence
25 to the provisions of this Chapter.

26 5-47-7: All refundable fees or deposits, including but not
27 limited to, registration fees and reservation deposits,
28 which are collected by a licensee, or by any employee, agent or
29 subcontractor thereof, from purchasers of time-share estates shall
30 be placed in a separate escrow account with a bank or financial
31 institution which is located within the City.

32 5-47-8: No licensee, and no employee, agent or subcontractor

1 thereof, shall solicit within the City a person on a
2 sidewalk, street or highway or in any publicly owned building or
3 area for the purpose of inducing or requesting such person to
4 attend a time-share sales presentation.

5 5-47-9: Each licensee, and each employee, agent or subcontractor
6 thereof, who solicits and induces any person or prospec-
7 tive purchaser to attend a time-share sales presentation shall
8 be responsible for, and shall guaranty the prompt delivery to such
9 person or prospective purchaser of any premium which has been
10 promised in connection with such solicitation and inducement.
11 The failure to effect such delivery within 24 hours following the
12 receipt of a written demand therefor shall be grounds for discipli-
13 nary proceedings with respect to such license in accordance with
14 Section 13 of this Chapter.

15 5-47-10:

16 (A) It is unlawful for any sponsor, seller, acquisition agent
17 or sales agent to circulate within the City or to permit or
18 cause to be circulated within the City any written material
19 with the purpose of soliciting any person to attend a time-
20 share presentation unless such material contains a caption,
21 in bold-faced type on the first page thereof, which reads:
22 "THIS IS A PROMOTION RELATING TO A TIME-SHARE PRESENTATION".

23 (B) It is unlawful for any sponsor, seller, acquisition agent or
24 sales agent to fail orally to disclose, during the initial
25 contact within the City with a prospective purchaser, that
26 any promised premium or other inducement is being offered for
27 the purpose of promoting the sale of time-share intervals.

28 (C) It is unlawful for any sponsor, seller or sales agent to
29 fail to provide any person who attends a time-share sales
30 presentation within the City a PUBLIC OFFERING STATEMENT as
31 the first document which is given to said person, which
32 contains, as a minimum, the following:

1 (1) A caption, in bold-faced type on the first page thereof,
2 which reads: "THIS PUBLIC OFFERING STATEMENT CONTAINS
3 IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A TIME-SHARE
4 INTERVAL";

5 (2) A statement, in bold-faced type on the first page there-
6 of, which reads: "THIS PUBLIC OFFERING STATEMENT IS NOT
7 PREPARED OR ISSUED BY THE CITY OF LAS VEGAS, NOR HAS THE
8 CITY OF LAS VEGAS PASSED ON THE MERITS OF THE TIME-SHARE
9 PROGRAM DESCRIBED HEREIN";

10 (3) The name, address and telephone number of the sponsor
11 and the seller and the name and address of the time-share
12 units;

13 (4) The name and address of the managing agent, if any;

14 (5) A description of the time-share units, including the
15 sponsor's schedule for completion of all buildings, units
16 and amenities and the dates on which the units will be availa-
17 ble for occupancy;

18 (6) A description of any restraint on the transfer of the
19 purchaser's time-share interval;

20 (7) An explanation of the type of time-share interval which is
21 being offered, together with a full disclosure of the respec-
22 tive contractual rights and responsibilities of the purchaser,
23 on the one hand, and the sponsor, seller and owner, on the
24 other, under said program;

25 (8) A statement that there is a three business day period
26 within which the purchaser may cancel the contract to purchase;

27 (9) A statement that the purchaser in any sale or transfer
28 which is made in violation of this Section or of Section 11
29 of this Chapter may, under certain circumstances, maintain
30 an action for the rescission of such sale;

31 (10) A statement of the total financial obligation of a
32 purchaser for the payment of the purchase price, which shall

1 include the full cash purchase price and any finance charge,
2 closing costs, late charge and prepayment penalty to which
3 the purchaser may be subject;

4 (11) An estimate of the initial periodic dues, maintenance
5 fees, real property taxes and similar periodic expenses to
6 which a purchaser may be subject, together with a description
7 of the circumstances, if any, under which any of such items
8 may be increased or decreased and the method or formula by
9 which these items were and will be derived and apportioned;

10 (12) A description of the nature of the time-share interval
11 which is being acquired by the purchaser and, if the time-
12 share program contains multiple geographic locations, a
13 general summary of the contractual ability of the sponsor,
14 seller and owner to deliver occupancy rights as promised in
15 such multiple locations;

16 (13) A notice of any lien against or defect in the title to
17 the time-share units or the time-share property which would
18 operate to make title to said units or property unmarketable;

19 (14) A notice of any threatened or pending suit against the
20 sponsor, seller or owner which is material to the time-share
21 units or the time-share program; and

22 (15) A description of any insurance coverage which is provided
23 for the benefit of the purchasers.

24 5-47-11:

25 (A) It is unlawful for the sponsor, seller or sales agent to
26 accept money, a deposit or consideration of any kind from
27 the purchaser of a time-share interval within the City without
28 furnishing the purchaser with both a copy of the PUBLIC
29 OFFERING STATEMENT which is required by Section 10 of this
30 Chapter and a fully completed copy of a contract of sale
31 which contains, as a minimum, the details of the sale at the
32 time of the execution of the contract, which shall include:

1 (1) The actual date on which the contract was executed by
2 all parties;

3 (2) The full cash purchase price of the time-share interval
4 which is being acquired, an itemization of all fees for which
5 the purchaser will be obligated if he elects to finance the
6 purchase of the time-share interval and the full deferred
7 purchase price of the time-share interval;

8 (3) The minimum duration of each of the interests which is
9 being acquired by purchaser in each time-share project in
10 the time-share program;

11 (4) A statement that the purchaser in any sale or transfer
12 which is made in violation of this Section or of Section 10
13 of this Chapter may, under certain circumstances, maintain
14 an action for the rescission of such sale; and

15 (5) The following statement in bold-faced type of a size
16 which is ten (10) points larger than the largest type in
17 the text of the contract, which shall be placed in immediate
18 proximity to each space which is provided for the purchaser's
19 signature:

20 "THE CITY OF LAS VEGAS HAS NOT PASSED ON
21 THE MERITS OF THIS CONTRACT NOR ON THE MERITS
22 OF THE TIME-SHARE PROGRAM CONTRACTED FOR
HEREIN.

23 YOU MAY CANCEL THIS CONTRACT WITHOUT ANY
24 PENALTY OR OBLIGATION WITHIN THREE DAYS
FROM THE ABOVE DATE, EXCLUDING SATURDAYS,
SUNDAYS AND HOLIDAYS.

25 IF YOU DECIDE TO CANCEL THIS CONTRACT,
26 YOU MUST NOTIFY THE SELLER IN WRITING OF
27 YOUR INTENT TO CANCEL BY SENDING NOTICE
TO (NAME OF SELLER) AT (SELLER'S ADDRESS)."

28 (B) It is unlawful for the sponsor, seller, acquisition agent
29 or sales agent to do any of the following acts, either
30 orally or in writing:

31 (1) Misrepresent in any manner the purchaser's right to
32 cancel or void any contract to purchase a time-share interval

1 in a time-share program or time-share unit;

2 (2) Include in any contract or document any provision by
3 which the purchaser purports to waive any right or benefit
4 to which he is entitled under this Chapter;

5 (3) Misrepresent the amount of time or the period of time
6 during which the time-share unit will be available to
7 purchaser;

8 (4) Misrepresent the location or locations of the offered
9 time-share project or the time-share units;

10 (5) Misrepresent the size, nature, extent, qualities or
11 characteristics of the offered time-share project or the
12 time-share units;

13 (6) Misrepresent the nature or extent of any services
14 incident to the time-share project or the time-share units;

15 (7) Misrepresent the conditions under which the purchaser
16 may exchange his occupancy rights to a time-share unit in
17 one location for occupancy rights to a time-share unit in
18 another location.

19 5-47-12:

20 (A) Each purchaser shall have the unqualified right to cancel any
21 contract to purchase any time-share interval, without penalty
22 or obligation, within three (3) days, excluding Saturdays,
23 Sundays and holidays, after the execution of such contract
24 and be entitled to a full refund of all payments which were
25 made by him under such contract.

26 (B) It is unlawful for any sponsor, seller or sales agent to
27 refuse or fail to honor a valid notice of cancellation of
28 a contract by a purchaser or to refuse or fail, within
29 fifteen (15) days after receipt of such notice, to refund
30 all payments which were made by such purchaser under his
31 contract.

32 (C) A purchaser's written notice of cancellation shall be

1 deemed effective as of its postmark if it has been deposited,
2 properly addressed and postage prepaid, in the United States
3 mails, or, if it was sent by other means, upon its receipt.

4 5-47-13:

- 5 (A) In addition to the grounds for disciplinary action set forth
6 in Title V, Chapter 1, Section 19, of this Code and paragraph
7 (C) (2) of Section 4 of this Chapter, any license which is
8 issued hereunder may be suspended or revoked, after notice
9 and hearing, upon a finding that the licensee has:
- 10 (1) Failed to comply with the terms of any emergency order
11 which has been issued pursuant to Section 14 of this Chapter;
- 12 (2) Committed, subsequent to the filing of his application
13 for such license, a crime involving fraud, deception, false
14 pretenses, misrepresentation, false advertising or dishonest
15 dealing in time-share, real estate or security transactions;
- 16 (3) Disposed of or concealed any funds or assets of a
17 purchaser in such a manner as to defeat the latter's right
18 to a refund;
- 19 (4) Failed faithfully to perform any stipulation or agreement
20 which was made to the Department as an inducement to grant
21 a license, to reinstate a license or to approve any promotional
22 plan;
- 23 (5) Made intentional misrepresentations or concealed
24 material facts required to be disclosed in connection with
25 any application for a business license, in advertising
26 related to a time-share program, in a sales presentation, in
27 attempting to acquire persons to attend a time-share sales
28 presentation or in documents of title or contract for a
29 time-share interval or a time-share program;
- 30 (6) Committed or been enjoined in a civil action with respect
31 to any of the offenses described in paragraph (B) (2) of
32 Section 4 of this Chapter;

- 1 (7) Violated any of the provisions of this Chapter;
- 2 (8) Destroyed or lost the use of the project facilities or
- 3 accommodations which are the subject matter of any time-share
- 4 contract in breach of his obligations to a purchaser without
- 5 refunding all of the purchaser's funds, prorated according
- 6 to the unused portions of the purchaser's respective time-
- 7 share intervals; and
- 8 (9) Failed to maintain in full force and effect at all times
- 9 any of the bonds required by Section 15 of this Chapter or,
- 10 in lieu thereof, have on deposit with the Director at all
- 11 times the sum of \$50,000.00.
- 12 (B) A license which is issued to a sponsor or an owner may
- 13 also be suspended or revoked if the accommodations, facilities
- 14 or development are not maintained in such a manner as to
- 15 protect the health, safety and welfare of the users thereof
- 16 as provided in Section 14 of this Chapter.
- 17 5-47-14:
- 18 (A) The Director may issue an emergency order which suspends or
- 19 conditions a license which has been issued hereunder if the
- 20 Director believes that:
- 21 (1) There has been a violation of any of the provisions of
- 22 this Chapter; and
- 23 (2) Such order is necessary for the immediate preservation
- 24 of the public peace, health, safety, morals, good order or
- 25 general welfare within the City.
- 26 (B) Any such emergency order shall set forth the grounds upon
- 27 which it is issued, including a statement of facts consti-
- 28 tuting the emergency which necessitates immediate action, and
- 29 shall be effective immediately upon the issuance and service
- 30 thereof upon the licensee or one of his employees or agents
- 31 at the licensed premises or upon the posting thereof upon
- 32 the licensed premises.

- 1 (C) The licensee against whom any such emergency order is issued
2 may appeal the same to the Board by filing a notice of appeal
3 with the City Clerk, and such person shall be entitled to a
4 hearing at the next regular meeting of the Board following
5 the expiration of 10 days after the filing of such notice of
6 appeal. An appeal must be filed within 10 days after the
7 effective date of such emergency order or the right to such
8 appeal shall be deemed waived.
- 9 (D) The provisions of this Section may be used only in conjunction
10 with the commencement of disciplinary action against the
11 licensee affected by such emergency order, in accordance with
12 Section 13 of this Chapter.
- 13 5-47-15:
- 14 (A) Before any license may be issued to any person hereunder,
15 other than to an acquisition agent, the applicant therefor
16 shall deposit with the Director the sum of \$50,000 or
17 shall file with the Director a surety bond which has been
18 executed by a surety company authorized to do business in
19 the State of Nevada in the penal sum of \$50,000; provided,
20 however, that:
- 21 (1) The sponsor, seller and owner of a particular
22 time-share project may jointly post the \$50,000 deposit or
23 be joint obligors on a single bond, the penal sum of which
24 is \$50,000, if the activities of such sponsor, seller and
25 owner are confined to that time-share project or to time-
26 share projects with respect to which the same persons, and
27 only those persons, act in the same capacities.
- 28 (2) Any sponsor, seller or owner may make any deposit or may
29 file any bond which is required by this Section jointly with
30 any other sponsor, seller or owner if the two are affiliated
31 business entities, and one of such entities has at least a
32 fifty per cent (50%) interest in the other entity.

1 If cash is deposited in lieu of a surety bond, it shall be
2 placed in an interest bearing account, and the interest
3 thereon shall be payable to the licensee. If a surety bond
4 is posted, it must first be approved by the City Attorney as
5 to form, and any such deposit or said bond shall be condi-
6 tioned that the licensee shall comply fully with all of the
7 provisions of this Chapter and all other applicable laws of
8 the City and the State of Nevada, shall pay all license fees
9 imposed by this Chapter, shall guaranty the prompt and full
10 refund of all refundable fees and deposits to the persons
11 entitled thereto and shall indemnify the City and all other
12 persons from and against any loss sustained by them as a
13 result of any violation by the licensee, his employees,
14 agents and independent contractors of any provision of this
15 Chapter.

16 (B) Before any license may be issued to any acquisition agent
17 hereunder, the applicant therefor shall deposit with the
18 Director the sum of \$5,000 or shall file with the Director
19 a surety bond which has been executed by a surety company
20 authorized to do business in the State of Nevada in the
21 penal sum of \$5,000. Such bond must first be approved by
22 the City Attorney as to form, and any such deposit or said
23 bond shall be conditioned that the licensee shall comply
24 fully with all of the provisions of this Chapter and all
25 other applicable laws of the City and the State of Nevada,
26 shall pay all license fees imposed by this Chapter, shall
27 guaranty the prompt and full refund of all refundable fees
28 and deposits to the persons entitled thereto and shall
29 indemnify the City and all other persons from and against
30 any loss sustained by them as a result of the violation by
31 the licensee, his employees, agents and independent con-
32 tractors, of any provision of this Chapter.

- 1 (C) In the event of any recovery under any such bond, the same
2 shall be immediately restored to its original penal sum or
3 a substitute bond furnished in the form and penal sum which
4 was originally required.
- 5 (D) The penal sum of any bond which is required by subsection (A)
6 or subsection (B) of this section may be reduced to \$5,000
7 and \$500, respectively, if the applicant files with the
8 Director a certified copy of a bond which the applicant
9 currently has on file in any other jurisdiction and which
10 affords the persons who may deal with the applicant within
11 the City at least the same protection, and in at least the
12 same amounts, as are required by said subsections (A) and (B),
13 together with a certificate from the insurance carrier which
14 underwrites such bond to the effect that the same shall not
15 be cancelled without written notice to the City at least
16 thirty (30) days prior to the effective date of such cancel-
17 lation.

18 5-47-16: The requirement that any owner obtain a license pursuant
19 to Section 3 of this Chapter, the requirement that all
20 refundable fees and deposits which are collected by a licensee
21 from purchasers of time-share estates be placed in an escrow
22 account pursuant to Section 7 of this Chapter or any specific
23 disclosure required by Section 10 of this Chapter to be included
24 in the Public Offering Statement may be waived by the Board, in
25 its discretion, upon a showing by an applicant or a licensee, as
26 the case may be, of extraordinary or exceptional circumstances
27 or that the strict application of any such requirement would
28 result in peculiar and exceptional difficulties to, or exceptional
29 or undue hardship upon, such applicant or licensee, provided that
30 such waiver may be granted without substantial detriment to the
31 public good and without substantially impairing the intent or
32 efficacy of this Chapter and under such conditions as the Board

1 may deem necessary or appropriate to assure that the intent and
2 general purpose of this Chapter will be observed, the economic,
3 social and moral well-being of the City and its residents, tax-
4 payers and visitors will be secured and substantial justice will
5 be done.

6 SECTION 2: Any person who violates any provision of
7 this Ordinance is guilty of a misdemeanor and, upon conviction
8 thereof, may be punished by imprisonment in the City jail for a
9 period of not to exceed six (6) months, or by a fine of not more
10 than \$1,000, or by any combination of such fine and imprisonment.

11 SECTION 3: If any section, subsection, subdivision,
12 paragraph, sentence, clause or phrase in this Chapter or any
13 part thereof, is for any reason held to be unconstitutional, or
14 invalid or ineffective by any court of competent jurisdiction,
15 such decision shall not affect the validity or effectiveness of
16 the remaining portions of this Chapter or any part thereof. The
17 Board of Commissioners of the City of Las Vegas hereby declares
18 that it would have passed each section, subsection, subdivision,
19 paragraph, sentence, clause or phrase thereof irrespective of
20 the fact that any one or more sections, subsections, subdivisions,
21 paragraphs, sentences, clauses or phrases be declared unconstitu-
22 tional, invalid or ineffective.

23 SECTION 4: All ordinances or parts of ordinances,
24 sections, subsections, phrases, sentences, clauses or paragraphs
25 contained in the Municipal Code of the City of Las Vegas, Nevada,

26

27

28

29

30

31

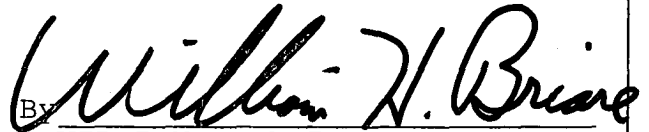
32

1 1960 Edition, in conflict herewith are hereby repealed.

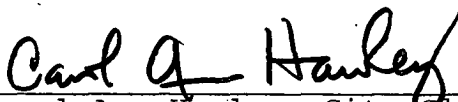
2 PASSED, ADOPTED and APPROVED this 21st day of

3 October, 1981.

4 APPROVED:

5 
6 By WILLIAM H. BRIARE, Mayor

7 ATTEST:

8
9 
10 Carol Ann Hawley, City Clerk

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

1 The above and foregoing ordinance was first proposed and read by
2 title to the Board of Commissioners on the 19th day of August
3 , 1981, and referred to the following committee composed
4 of Commissioners Levy and Lurie
5 for recommendation; thereafter the said committee reported
6 favorably on said ordinance on the 21st day of October
7 1981, which was a regular meeting of said Board;
8 that at said regular meeting, the proposed ordinance
9 was read by title to the Board of Commissioners as amended and
10 adopted by the following vote:

11
12 VOTING "AYE" Commissioners: Christensen, Levy, Lurie, Woofter & Mayor Briare

13 VOTING "NAY" Commissioners: None

14 ABSENT: None

15 APPROVED:

16
17 William H. Briare
18 BY WILLIAM H. BRIARE, Mayor

19 ATTEST:

20
21 Carol Ann Hawley
22 Carol Ann Hawley, City Clerk

**1 Legal
Notices**

BILL NO. 81-50

ORDINANCE No. 2202

AN ORDINANCE TO AMEND TITLE V OF THE MUNICIPAL CODE OF THE CITY OF LAS VEGAS, NEVADA, 1960 EDITION, BY ADDING A NEW CHAPTER, DESIGNATED AS CHAPTER 47, WHICH SHALL LICENSE AND REGULATE PERSONS IN THE BUSINESS OF PROMOTING AND SELLING INTERESTS IN TIME-SHARING PROGRAMS OR PROJECTS; TO PROVIDE PENEALITIES FOR VIOLATIONS THEREOF; TO PROVIDE FOR OTHER MATTERS PROPERLY RELATING THERETO; AND TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith.

Sponsored By:

Commissioner AL LEVY

Summary: Provides for the licensing and regulation of businesses sponsoring, developing, promoting, and selling time-sharing programs and projects.

The above and foregoing amended ordinance was first proposed and read by title to the Board of Commissioners on the 19th day of August, 1981, and referred to the following committee composed of Commissioners Levy and Lurie, for recommendation; thereafter, the said committee reported favorably on said amended ordinance on the 21st day of August, 1981 which was a regular meeting of said Board; that at said regular meeting the proposed ordinance was read by title to the Board of Commissioners as amended and adopted by the following vote

VOTING "AYE" Commissioners: Christensen, Levy, Lurie, Woofter and May Briare

VOTING "NAY" Commissioners: None

ABSENT: None

COPIES OF THE COMPLETE ORDINANCE ARE AVAILABLE FOR PUBLIC INFORMATION IN THE OFFICE OF THE CITY CLERK, 10TH FLOOR, CITY HALL, 400 EAST STEWART AVENUE, LAS VEGAS, NEVADA

Pub October 23 1981
Las Vegas SUN

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA,
COUNTY OF CLARK

{ ss.

REX TAYLOR

, being first duly sworn,

COMPOSING ROOM. FOREMAN

deposes and says: That he is _____ of the LAS VEGAS SUN, a daily newspaper of general circulation, printed and published at Las Vegas, in the County of Clark, State of Nevada, and that the attached was continuously published in said newspaper for a period of 1 time

from Oct. 23

to Oct. 23

inclusive, being the issues of said newspaper for the following dates, to-wit:

That said newspaper was regularly issued and circulated on each of the dates above named.

Signed

Rex Taylor

Subscribed and sworn to before me this 23rd
day of

Oct. 1981



Notary Public in and for Clark County, Nevada

RUTH E. DESKIN

Notary Public-State of Nevada
COUNTY OF CLARK

My Appointment Expires Apr. 14, 1985

My Commission Expires

08123

CITY CLERK

OCT 27 1 21 PM '81

RECEIVED

AFFIDAVIT OF PUBLICATION

1 Legal Notices

BILL NO. 81-50
AN ORDINANCE TO AMEND TITLE V OF THE MUNICIPAL CODE OF THE CITY OF LAS VEGAS, NEVADA, 1960 EDITION, BY ADDING A NEW CHAPTER, DESIGNATED AS CHAPTER 47, WHICH SHALL LICENSE AND REGULATE PERSONS IN THE BUSINESS OF PROMOTING AND SELLING INTERESTS IN TIME-SHARING PROGRAMS OR PROJECTS; TO PROVIDE PENALTIES FOR VIOLATIONS THEREOF; TO PROVIDE FOR OTHER MATTERS PROPERLY RELATING THEREOF; AND TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH.

Sponsored by:
Commissioner Al Levy
Summary: Amends Title V of the Municipal Code by adding a new chapter designated as Chapter 47, entitled "Time-Sharing Programs," which provides for the licensing and regulation of businesses developing, promoting, and selling time-sharing programs and projects.

At a Commission Meeting on
August 19, 1981
BILL NO. 81-50 WAS READ BY TITLE AND REFERRED TO RECOMMENDING COMMITTEE:
COMMISSIONERS Levy and Lurie

COPIES OF THE COMPLETE ORDINANCE ARE AVAILABLE FOR PUBLIC INFORMATION IN THE OFFICE OF THE CITY CLERK, 10TH FLOOR, CITY HALL, 400 EAST STEWART AVENUE, LAS VEGAS, NEVADA.

Pub: September 30, 1981
Las Vegas SUN

STATE OF NEVADA,
COUNTY OF CLARK

ss.

REX TAYLOR

, being first duly sworn,

deposes and says: That he is COMPOSING ROOM FOREMAN of the LAS VEGAS SUN, a daily newspaper of general circulation, printed and published at Las Vegas, in the County of Clark, State of Nevada, and that the attached was continuously published in said newspaper for a period of 1 time

from Sept. 30

to Sept. 30

inclusive, being the issues of said newspaper for the following dates, to-wit:

That said newspaper was regularly issued and circulated on each of the dates above named.

Signed

Rex Taylor

Subscribed and sworn to before me this 30th
day of Sept. 1981

Ruth V. Deskin

Notary Public in and for Clark County, Nevada
RUTH V. DESKIN



My Commission Expires

Notary Public-State of Nevada
COUNTY OF CLARK
My Appointment Expires Apr. 14, 1985

08124

CITY CLERK

OCT-13 1 22 PM '81

RECEIVED

Department of Taxation

Capitol Complex

CARSON CITY, NEVADA 89710

Telephone (702) 885-4892

In-State Toll Free 800-992-0900



ROBERT LIST, *Governor*

ROY E. NICKSON, *Executive Director*

October 19, 1981

Mr. Marvin A. Leavitt
Director of Financial Management
City of Las Vegas
400 East Stewart
Las Vegas, Nevada 89101

Dear Marvin:

In compliance with Section 5, subsection 3 of SB 411 of the 1981 session of the Legislature, I have reviewed your requested revisions for computation of license fees for peddlers and the change in classification of the license fees for the time sharing of real property. I hereby determine that said changes are consistent with the purpose of Section 5 of SB 411 in limiting increases in the rate structures involved.

You are reminded that this approval of the fee changes outlined in your letter of October 19, 1981 may be appealed to the interim legislative committee on local governmental finance by any person who may be required to pay the applicable fees.

Sincerely,

A handwritten signature in cursive script, appearing to read "Roy".

Roy E. Nickson
Executive Director

REN:mfs