

S.V.

City of Las Vegas

RECOMMENDING COMMITTEE MEETING
CITY HALL, 400 STEWART AVENUE
CITY MANAGER'S EIGHTH FLOOR CONFERENCE ROOM
CITY OF LAS VEGAS INTERNET ADDRESS: <http://www.lasvegasnevada.gov>
NOVEMBER 20, 2007
4:00 P.M.

THE RECOMMENDING COMMITTEE WILL RECEIVE PUBLIC INPUT ON EACH ITEM OF LEGISLATION BEING CONSIDERED THE RECOMMENDING COMMITTEE MAY, THEREAFTER, CONTINUE THE HEARING TO A FUTURE DATE OR FORMULATE A RECOMMENDATION TO THE CITY COUNCIL FOR PASSAGE, REJECTION OR AMENDMENT OF THE PROPOSED BILL. ANY MEMBER OF THE CITY COUNCIL MAY SUBSTITUTE FOR A MEMBER OF THE RECOMMENDING COMMITTEE AT ANY TIME.

DUPLICATE AUDIO CDS MAY BE AVAILABLE AT A COST OF \$5.00 EACH THROUGH THE CITY CLERK'S OFFICE.

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. Bill No. 2007-62 – Annexation No. ANX-23477 – Property location: On the east side of the Puli Road alignment, 660 feet south of the Ann Road alignment; Petitioned by: Southwest Desert Equities, LLC; Acreage: 5.15 acres; Zoned: R-U (County zoning), U (PCD) (City equivalent) Sponsored by: Councilman Steven D. Ross
4. Bill No. 2007-63 – Granting of a Franchise Agreement to A. T. & T Communications of Nevada, Inc., and setting the purpose, character, term, time and conditions of the franchise agreement Proposed by: Mark Vincent, Director of Finance and Business Services
5. Bill No. 2007-64 – Provides that Planning Commission action on most special use permits is final, unless appealed or requested for review by a member of the City Council, and modifies certain provisions regarding related hearings and appeals so as to conform to State law. Sponsored by: Councilman Gary Reese
6. Bill No. 2007-65 - Amends Ordinance No. 5597, pertaining to the creation of Special Improvement District No. 809 - Summerlin Village 23A. Proposed by: Charles Kajkowski, Director of Public Works
7. Bill No. 2007-66 - Repeals Ordinance No 5916, pertaining to the creation of Special Improvement District No. 811 - Summerlin Village 24. Proposed by: Bradford R. Jerbic, City Attorney
8. Bill No. 2007-67 - Repeals Ordinance No. 5917, pertaining to the levy of assessments of Special Improvement District No. 811 – Summerlin Village 24. Proposed by: Bradford R. Jerbic, City Attorney
9. Bill No. 2007-68 – Updates the zoning regulations that govern off-premise signs. Sponsored by: Mayor Oscar B. Goodman

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City of Las Vegas

10. CITIZENS PARTICIPATION: Public comment during this portion of the agenda must be limited to matters within the jurisdiction of the committee. No subject may be acted upon by the committee 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

11. ADJOURNMENT

ALL INTERESTED PERSONS ARE INVITED TO ATTEND: Copies of the above Bills may be obtained through the Office of the City Clerk, Monday through Friday, 8:00 A.M. to 5:00 P.M.

Facilities are provided throughout City Hall for the convenience of disabled persons. Reasonable efforts will be made to assist and accommodate physically handicapped persons. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting.

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

City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
Bulletin Board, City Hall Plaza, (next door to Metro Records)
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S Grand Central Parkway
Grant Sawyer Building, 555 E Washington Avenue

AGENDA SUMMARY PAGE

RECOMMENDING COMMITTEE MEETING OF: NOVEMBER 20, 2007

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES

SUBJECT:

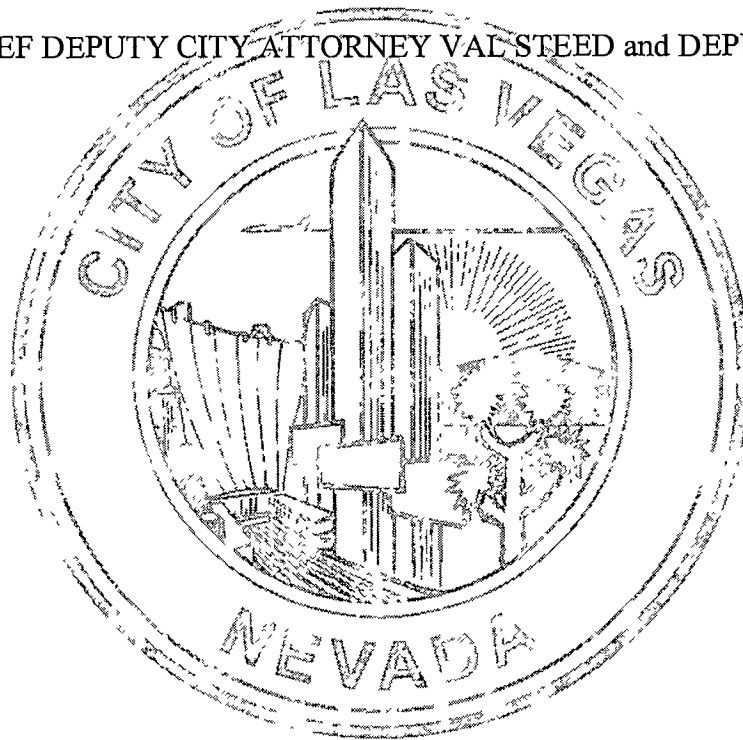
CALL TO ORDER

Minutes:

COUNCILWOMAN TARKANIAN called the meeting called to order at 4:00 p.m.

PRESENT: COUNCILMEMBERS TARKANIAN and BARLOW

Also Present: CHIEF DEPUTY CITY ATTORNEY VAL STEED and DEPUTY CITY CLERK CARMEL VIADO



AGENDA SUMMARY PAGE

RECOMMENDING COMMITTEE MEETING OF: NOVEMBER 20, 2007

DEPARTMENT: CITY CLERK

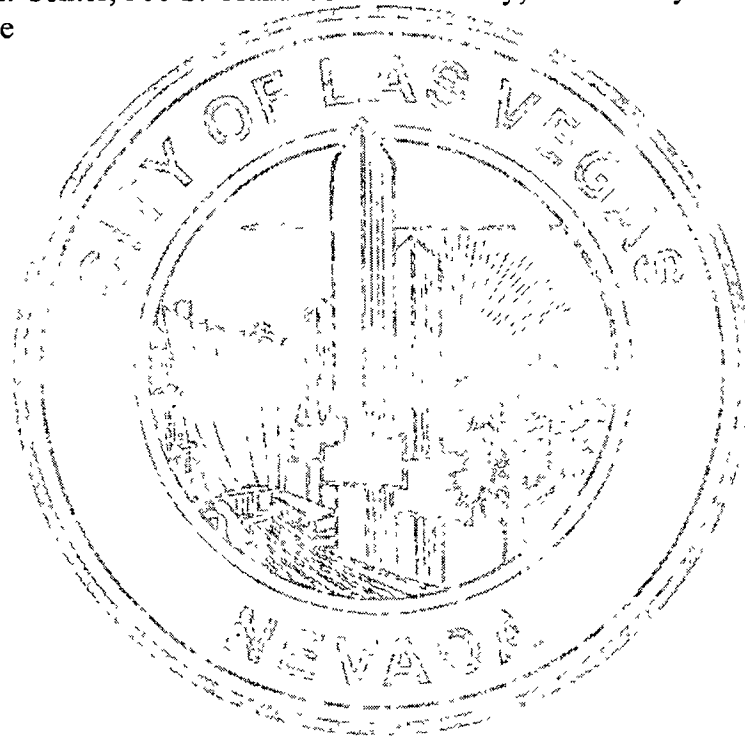
DIRECTOR: BEVERLY K. BRIDGES

SUBJECT:

ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

Minutes:

ANNOUNCEMENT MADE - Meeting noticed and posted at the following locations: City Clerk's Bulletin Board, City Hall Plaza; 2nd Floor Skybridge Bulletin Board; City Hall Plaza (next door to Metro Records); Las Vegas Library, 833 Las Vegas Boulevard North; Clark County Government Center, 500 S. Grand Central Parkway; Grant Sawyer Building, 555 E. Washington Avenue



AGENDA SUMMARY PAGE

RECOMMENDING COMMITTEE MEETING OF: NOVEMBER 20, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

Consent Discussion

SUBJECT:

NEW BILL:

Bill No. 2007-62 – Annexation No. ANX-23477 – Property location: On the east side of the Puli Road alignment, 660 feet south of the Ann Road alignment; Petitioned by: Southwest Desert Equities, LLC; Acreage: 5.15 acres; Zoned: R-U (County zoning), U (PCD) (City equivalent). Sponsored by: Councilman Steven D. Ross

Fiscal Impact

No Impact

Augmentation Required

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The proposed ordinance annexes certain real property generally located on the east side of the Puli Road alignment, 660 feet south of the Ann Road alignment. 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 (November 30, 2007) 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. 2007-62 and Location Map

Motion made by RICKI Y. BARLOW to Approve as a Do Pass

Passed For: 2; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

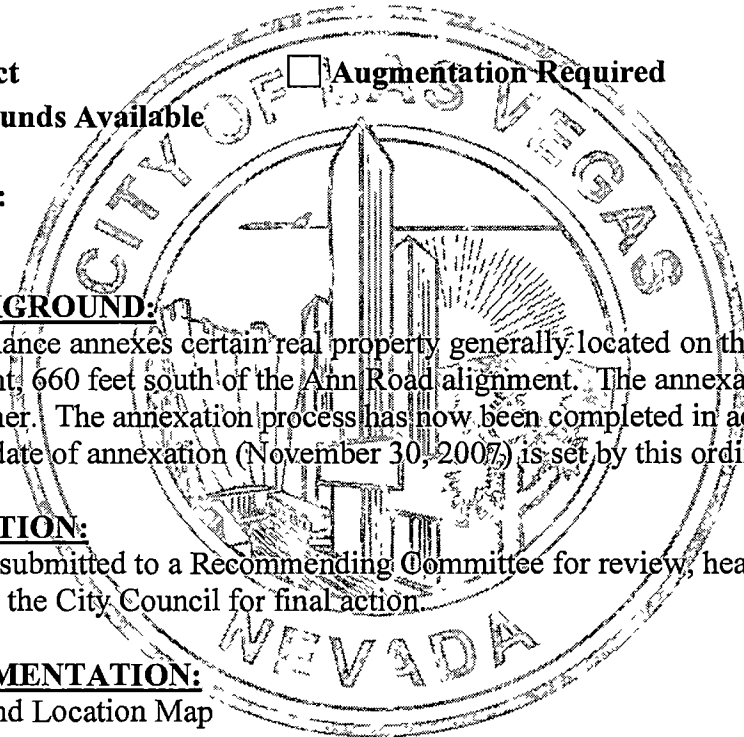
LOIS TARKANIAN, RICKI Y. BARLOW; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

COUNCILWOMAN TARKANIAN declared the Public Hearing open.

CHIEF DEPUTY CITY ATTORNEY VAL STEED stated this item is in order and recommended approval.

COUNCILWOMAN TARKANIAN declared the Public Hearing closed.



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BILL NO. 2007-62

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-23477)

Sponsored by: Councilman Steven D. Ross Summary: Annexes property described generally as located on the east side of the Puli Road alignment, 660 feet south of the Ann Road alignment.

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:

West Half (W 1/2) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4), of Section 36, Township 19 South, Range 59 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;

1 C. The territory proposed to be annexed is not included within the
2 boundaries of another incorporated city or within the boundaries of
3 any unincorporated town as those boundaries existed as of July 1,
4 1983;

5 D. The City is eligible to annex the described territory since the
6 landowners have signed a petition constituting one hundred percent
7 (100%) of the owners of record of individual lots or parcels of land
8 within the annexation area.

9 SECTION 3: The City will provide police protection through the Las Vegas
10 Metropolitan Police Department, fire protection, street maintenance, and library services
11 immediately upon annexation. Garbage collection by the company franchised by the City
12 will also be provided immediately. The City sanitary sewer system will serve the proposed
13 annexation area. Any connection to or extension of this sewer line to serve the annexation
14 area shall be at the expense of the landowners. Other services, such as participation in the
15 City's recreational programs, special education classes and programs, public works planning,
16 building inspections, and other City services will also be available immediately. Utilities
17 such as gas, electricity, telephone, and water are provided by private utility companies and
18 other services to the area will not be affected by annexation. Street paving, curbs and gutters,
19 sidewalks and street lights which are not in place at the time of annexation will be installed
20 in the presently developed areas upon the request of the property owners and at their expense
21 by means of special assessment districts. Such improvements will be extended into the
22 undeveloped areas as development takes place and the need therefor arises, and will be
23 located according to the needs of the area at that time. Such installations will also be made
24 at the expense of the property owners, either by means of special assessment districts or as
25 prerequisites to the approval of subdivision plats, building permits or other land use or
26 development applications.

27 SECTION 4: The annexation of the described territory shall become
28 effective on the 30th day of November, 2007, and on that date the City will have the funds

1 appropriated in sufficient amount to finance the extension into the described territory of
2 police protection, fire protection, street maintenance, street sweeping, and street lighting
3 maintenance.

4 SECTION 5: The described territory, together with the inhabitants and
5 property thereof, shall, from and after the 30th day of November, 2007, be subject to all
6 debts, laws, ordinances and regulations in force in the City and shall be entitled to the same
7 privileges and benefits as other parts of the City, and shall be subject to municipal taxes
8 levied by the City.

9 SECTION 6: The City Engineer is hereby instructed to cause to be prepared
10 an accurate map or plat of the described territory and to record the map or plat, together with
11 a certified copy of this ordinance, in the office of the County Recorder of Clark County,
12 Nevada, which recording shall be done prior to the 30th day of November, 2007.

13 SECTION 7: The described territory, which previously has been zoned R-U
14 (County of Clark classification), is hereby classified as U (PCD) (City of Las Vegas
15 classification), which is deemed to be the City equivalent of the County classification.

16 SECTION 8: If any section, subsection, subdivision, paragraph, sentence,
17 clause of phrase in this ordinance or any part thereof, is for any reason held to be
18 unconstitutional, or invalid or ineffective by any court of competent jurisdiction, such
19 decision shall not affect the validity or effectiveness of the remaining portions of this
20 ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that
21 it would have passed each section, subsection, subdivision, paragraph, sentence, clause or
22 phrase thereof irrespective of the fact that any one or more sections, subsections,
23 subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid
24 or ineffective.

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

PASSED, ADOPTED and APPROVED this ____ day of _____, 2007.

APPROVED:

By OSCAR B. GOODMAN, Mayor

ATTEST:

BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Valsted 10-24-07
Date

1 The above and foregoing ordinance was first proposed and read by title to the Council on the
2 ____ day of _____, 2007, and referred to the following committee
3 composed of _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2007, which was a _____ meeting of said Council; that
6 at said _____ meeting, the proposed ordinance was read by title to the City
7 Council as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

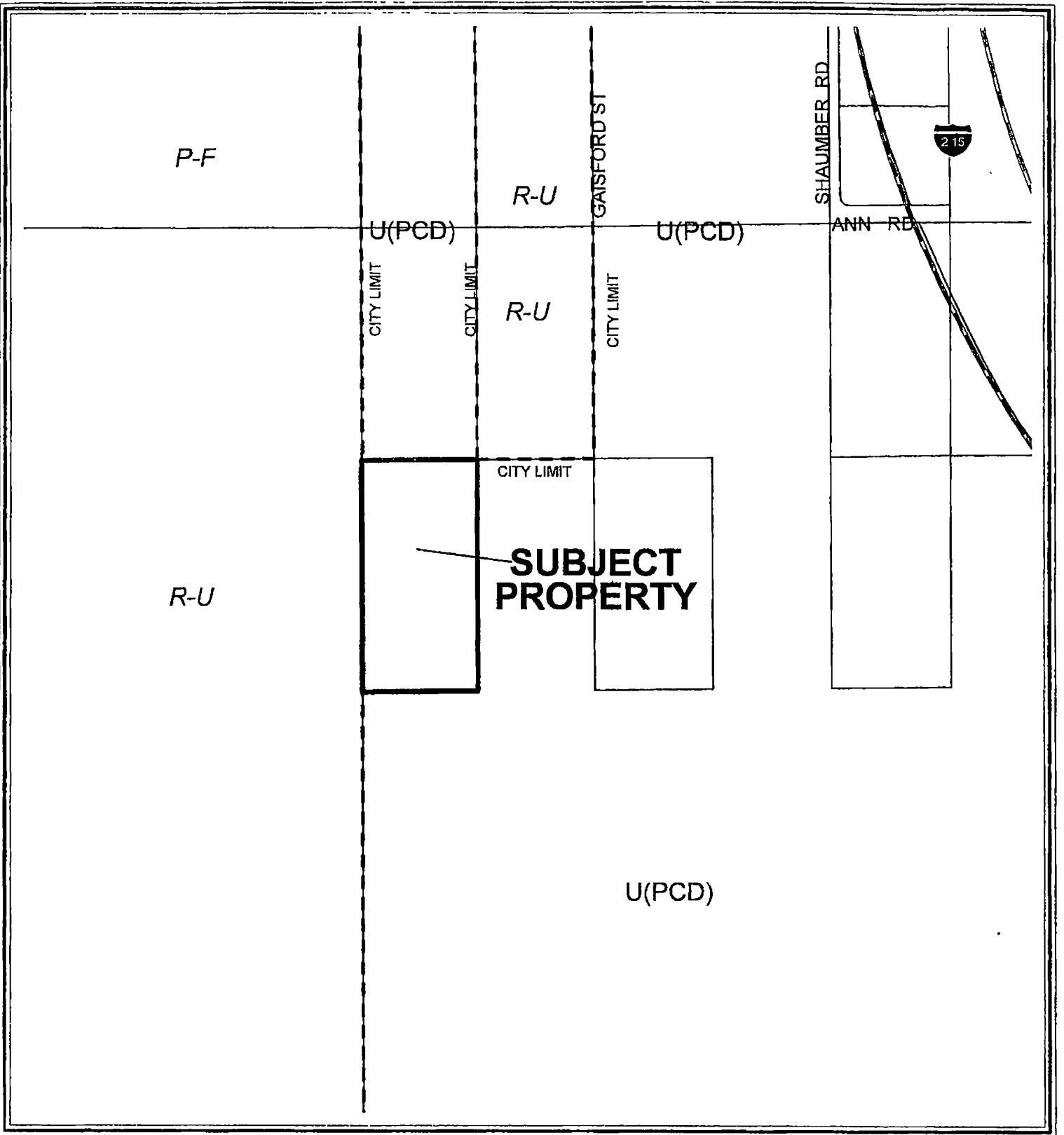
10 ABSENT: _____

11 APPROVED:

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13 By _____
14 OSCAR B. GOODMAN, Mayor

15 ATTEST:

16 _____
17 BEVERLY K. BRIDGES, CMC
18 City Clerk
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CASE: ANX-23477

06020 Feet



AGENDA SUMMARY PAGE

RECOMMENDING COMMITTEE MEETING OF: NOVEMBER 20, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

Consent Discussion

SUBJECT:

NEW BILL:

Bill No. 2007-63 – Granting of a Franchise Agreement to A. T. & T. Communications of Nevada, Inc., and setting the purpose, character, term, time and conditions of the franchise agreement. Proposed by: Mark Vincent, Director of Finance and Business Services

Fiscal Impact

No Impact

Augmentation Required

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Grants to A. T. & T. Communications of Nevada, Inc., a Nevada Corporation, authorized to do business in Nevada, a non-exclusive franchise for ten (10) years with an option to renew for five (5) years for the purpose of constructing, using and maintaining a telecommunications service within the corporate limits of the City of Las Vegas, subject to and in accordance with the terms and conditions of the Franchise Agreement between the City of Las Vegas and A. T. & T. Communications of Nevada, Inc., incorporated in this bill.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

1. Bill No. 2007-63
2. Proposed Franchise Agreement

Motion made by RICKI Y. BARLOW to Approve as a Do Pass

Passed For: 2; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0
LOIS TARKANIAN, RICKI Y. BARLOW; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

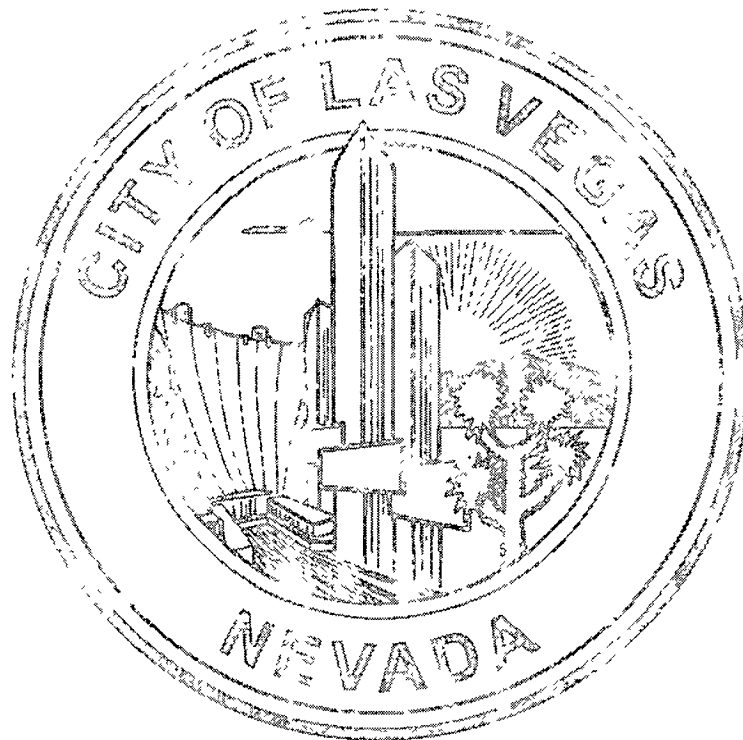
Minutes:

COUNCILWOMAN TARKANIAN declared the Public Hearing open.

RECOMMENDING COMMITTEE MEETING OF: NOVEMBER 20, 2007

CHIEF DEPUTY CITY ATTORNEY STEED explained the item was a non-exclusive franchise agreement. He clarified that it was being taken out of sequence, and its public hearing would take place at the City Council meeting where it would be eligible for adoption. He recommended approval.

COUNCILWOMAN TARKANIAN declared the Public Hearing closed.



1 **BILL NO. 2007-63**

2 **ORDINANCE NO. _____**

3 AN ORDINANCE GRANTING TO A. T. & T. COMMUNICATIONS OF NEVADA INC., A
4 NEVADA CORPORATION AUTHORIZED TO DO BUSINESS IN NEVADA, A NON-
5 EXCLUSIVE FRANCHISE FOR A TELECOMMUNICATIONS SERVICE WITHIN THE
6 CORPORATE LIMITS OF THE CITY OF LAS VEGAS, SUBJECT TO AND IN ACCORDANCE
7 WITH THAT CERTAIN FRANCHISE AGREEMENT ENTERED INTO BETWEEN THE CITY
8 OF LAS VEGAS AND A. T. & T. COMMUNICATIONS OF NEVADA, INC.; AND PROVIDING
9 FOR OTHER MATTERS PROPERLY RELATING THERETO.

7 Proposed by: Mark Vincent, Director
8 Department of Finance and Business Services

Summary: Grants to A. T. & T. Communi-
cations of Nevada, Inc., a non-exclusive
franchise for the purpose of constructing, using
and maintaining a telecommunications service
within the corporate limits of the City of Las
Vegas, subject to and in accordance with the
terms and conditions of the Franchise
Agreement between the City of Las Vegas and
A. T. & T. Communications of Nevada, Inc.,
incorporated by reference into this Ordinance.

13 THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN

14 AS FOLLOWS:

15 SECTION 1: The City of Las Vegas, Nevada, hereby grants to A T. & T.
16 Communications of Nevada, Inc., the non-exclusive right, privilege, authority and permission to
17 construct, use and maintain a telecommunications service system in, upon, along, across, above, over
18 and under all present and future public ways (excluding railroad rights-of-way), highways, streets,
19 avenues and alleys within the incorporated boundaries of the City of Las Vegas, subject to and in
20 accordance with the terms and conditions of that certain document entitled Franchise Agreement dated
21 the 1st day of November, 2007, by and between the City of Las Vegas and A. T. & T.
22 Communications of Nevada, Inc., a copy of which said Franchise Agreement is on file with the Clerk
23 of the City of Las Vegas and by this reference incorporated herein. For the purposes of this Section
24 the term "telecommunications service" has the same meaning as that term is defined in the United
25 States Code 47 U.S.C. 153 (46).

26 SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or
27 phrase in this ordinance or any part thereof, is for any reason held to be unconstitutional or invalid or
28 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or

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

6 SECTION 3: All ordinances or parts of ordinances, sections, subsections, phrases,
7 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
8 1983 Edition, in conflict herewith are hereby repealed.

9 PASSED, ADOPTED AND APPROVED this ____ day of _____, 2007.

10 APPROVED:

11
12 By _____
13 OSCAR B. GOODMAN, Mayor

14 ATTEST:

15 _____
16 BEVERLY K. BRIDGES, CMC
17 City Clerk

18 APPROVED AS TO FORM:

19 Jerry G. Bellis 10-24-07
20 _____
21 Date

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1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of _____, 2007, and referred to the following committee composed of
3 _____ and _____ for
4 recommendation; thereafter the said committee reported favorably on said ordinance on the ____
5 day of _____, 2007, which was a _____ meeting of said Council; that at
6 said _____ meeting, the proposed ordinance was read by title to the City
7 Council as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

11 APPROVED:

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13 By _____
14 OSCAR B. GOODMAN, Mayor

15 ATTEST:

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17 _____
18 BEVERLY K. BRIDGES, CMC
19 City Clerk
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FRANCHISE AGREEMENT

between

THE CITY OF LAS VEGAS

and

AT&T COMMUNICATIONS OF NEVADA, INC.

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
Section 1	Short Title	2
Section 2	Definitions.....	2
Section 3	Grant of Non-Exclusive Franchise.....	4
Section 4	Duration	5
Section 5	Construction Plans and Drawings.....	5
Section 6	Installations, Excavations and Restorations.....	6
Section 7	Location and Relocation of Facilities	9
Section 8	Public Works and Improvements.....	11
Section 9	Moving of buildings.....	11
Section 10	Safety Standards.....	12
Section 11	Joint Use Agreements	12
Section 12	Fees; Conditions.....	12
Section 13	Security for Performance	14
Section 14	Breach	16
Section 15	Books of Account and Reports	16
Section 16	Supplying Maps Upon Request	17
Section 17	Transfers	18
Section 18	Additional City Rights	18
Section 19	Indemnification	19
Section 20	Insurance	20
Section 21	Remedies and Penalties Not Exclusive: Default.....	21
Section 22	Severability Clause	24
Section 23	Notices	25
Section 24	Public Purpose	25
Section 25	Applicable Law	26
Section 26	Public Utilities Commission and Charter Requirements	26
Section 27	Disclosure of Ownership and Principals.....	26
Exhibit A	Certificate Disclosure of Ownership/Principals	

FRANCHISE AGREEMENT

This Franchise Agreement (“this Agreement”) is executed to be effective the 1st day of November, 2007, between the City of Las Vegas, a municipal corporation of the State of Nevada, (“the City”) and AT&T Communications of Nevada, Inc., a corporation organized and existing under the laws of the State of Nevada (“Company”).

WHEREAS, the City is a municipal corporation duly incorporated within the State of Nevada and authorized, pursuant to the City Charter and applicable provisions of general laws of the State of Nevada, to enter into this Agreement; and

WHEREAS, Company has applied for a franchise for the purpose of constructing, installing, operating and maintaining Telecommunications Service Facilities in the Rights-of-Way within the corporate limits of the City; and

WHEREAS, the City Council has adopted a resolution setting forth the name of the applicant for and the purpose, character, terms, time and conditions of the proposed franchise and the date, time and place of a public hearing on the question of the advisability of granting said proposed franchise to Company; and

WHEREAS, said application coming on regularly for hearing on the 5th day of December, 2007, and it appearing by an Affidavit of Publication that due and legal notice of the filing of said application, and of the filing of the date, time and place for consideration of the same, has been given by publication of that Resolution adopted by the City Council in the Las Vegas Review Journal, a newspaper of general circulation within the City, to-wit:

In the issue of said newspaper published on the 21st day of November, 2007, and the 28th day of November, 2007; and

WHEREAS, the City Council, in the exercise of its lawful power has determined that it is in the best interests of the inhabitants of the City that a franchise be granted, subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the premises and of the performance by Company of the conditions hereinafter set forth, the City Council of the City of Las Vegas, State of Nevada, hereby grants a franchise to Company, subject to the following terms and conditions:

SECTION 1: SHORT TITLE

This Franchise Agreement may be cited as the "AT&T Franchise Agreement."

SECTION 2: DEFINITIONS

For the purpose of this Agreement, the following terms, phrases, words and their derivations shall have the meaning given in this Section. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined in this Section shall be given their common and ordinary meaning.

- A. "City" means the City of Las Vegas, a municipal corporation of the State of Nevada.
- B. "City Council" or "Council" means the legislative body of the City.
- C. "Company" means AT&T Communications of Nevada, Inc., a corporation organized and existing under the laws of the State of Nevada.
- D. "Director" means the Director of the Public Works Department of the City or his/her designee.
- E. "Facilities" mean and include, but are not limited to, plant, works, systems, improvements and equipment owned, leased or otherwise used by Company such as poles, wires, fixtures, equipment, underground circuits and conduit in Rights-of-Way and other property necessary or convenient for the transmission, distribution or connection of Telecommunications Service.
- F. "Franchise" means the non-exclusive authorization granted herein to rent and use Rights-of-Way to construct, operate and maintain Company Facilities for the purpose of providing Telecommunications Service.

G. **“Gross Revenue”** means any and all intrastate retail revenue of the Company from Telecommunications Service provided to customers within the City, including but not limited to:

1. All revenue charged on a flat rate basis;
2. All revenue from intrastate long distance calls originating in the State of Nevada and billed to an address physically located in the City;
3. All revenue from installation service charges;
4. All revenue from connection, disconnection or change-of-service fees;
5. All revenue from penalties or charges to customers for late payments or for checks returned from banks;
6. Recoveries of bad debts previously written off and revenue from the sale or assignment of bad debts, provided that revenue may be adjusted for net write-off of uncollectible accounts computed on the average annual rate for customers within the City;
7. All revenue that is designated by City, State or Federal law to be subject to fees under this Franchise.

“Gross Revenue” shall not include: (a) any tax passed through to consumers on behalf of governmental agencies received by Company for service provided to customers through the use of Facilities; (b) any charges passed through to the customers for interconnection with the local exchange provider; (c) any proceeds from the sale of bonds, mortgages or other evidence of indebtedness, securities or stocks; (d) any long-haul wholesale revenue; and (e) any revenue other than intrastate revenue collected from retail customers. Company is not required to measure each category of revenue separately; provided that in the event of an audit by the City, Company will be required to provide an appropriate justification for amounts reported as Gross Revenue under this Agreement.

H. **“Reasonable Attorney’s Fees”** means reasonable charges for legal representation as may be incurred by the City and determined by a court of proper jurisdiction.

I. **“Rights-of-Way”** means all present and future streets, avenues, highways, alleys, bridges and public ways (excluding railroad rights-of-way) of the City within the City limits.

J. **“Telecommunications”** has the same meaning as that term is defined in the United States Code, 47 U.S.C. 153(43), as it may be amended from time to time.

K. **“Telecommunications Carrier”** has the same meaning as that term is defined in the United States Code, 47 U.S.C. 153(44), as it may be amended from time to time.

L. **“Telecommunications Service”** has the same meaning as that term is defined in the United States Code, 47 U.S.C. 153(46), as it may be amended from time to time.

SECTION 3: GRANT OF NON-EXCLUSIVE FRANCHISE

A. The City hereby grants to Company, subject to the terms, conditions and limitations contained in this Agreement, a Franchise with permission to rent, use and occupy Rights-of-Way within the corporate limits of the City, as the same now exist or may be extended in the future, to provide Telecommunications Service, including the right and privilege to erect, construct, maintain and operate Telecommunications Facilities within the Rights-of-Way necessary or convenient for the transmission and distribution of Telecommunications Service, including private property easements on which preliminary subdivision plats have been approved by the City for the provision of public utilities within the corporate limits of the City, as the same now exist or may be extended in the future.

B. Company shall be subject to all requirements of City ordinances, rules, regulations and specifications hereafter enacted or established in so far as such ordinances are not in violation of any State or Federal regulation.

C. This Franchise does not give permission to Company to provide any video services without a separate agreement with the City.

D. This Franchise is non-exclusive and shall not be construed as a limitation on the City’s right to grant rights, privileges and authority to other persons or entities similar to or different from those

herein set forth to construct, install, operate or maintain a public utility.

SECTION 4: DURATION

This Franchise is for a period of ten (10) years from and after the effective date of this Agreement. If Company is in compliance with all the material provisions of this Agreement, Company has the option of renewing this Franchise under the same terms and conditions of this Agreement for one (1) additional period of five (5) years.

SECTION 5: CONSTRUCTION PLANS AND DRAWINGS

A. Before Company may conduct underground work involving excavation, new construction or major relocation work in any Rights-of-Way:

1. Company shall first notify the City and shall comply with any special conditions relating to location, scheduling, coordination and public safety;
2. Company shall make proper application for a construction permit with the Department of Public Works. Prior to beginning any work within the Rights-of-Way, Company shall submit and obtain approval of a traffic barricade plan;
3. Company shall file maps and drawings with the Director showing the location of any construction or extension of its Facilities in any Rights-of-Way. For conduit, the maps and drawings shall show the size, location, burial depth and configuration of the conduit, the trench backfill material and width, and the method of pavement restoration. As further set out in Section 16, upon request from the City, Company shall provide the City with updates of the maps and drawings showing the location of any new construction, extension or relocation of its Facilities. All materials provided pursuant to this Section shall be kept confidential to the fullest extent possible under the law; and
4. Company shall participate in "Call Before You Dig" program set forth in state law under NRS 455.080 et seq. with regard to giving and receiving notice of the location of facilities and excavations.

B. Such proposed construction work to be done by Company shall be performed in a safe manner subject to the approval of the Director and in accordance with applicable Federal and State laws and City ordinances, regulations and permitting requirements. Company shall pay all normal permit fees and provide the City with evidence of insurance coverage pursuant to Section 20.

SECTION 6: INSTALLATIONS, EXCAVATIONS AND RESTORATIONS

A. Company shall have the right to excavate in, occupy and use any and all Rights-of-Way for the purpose of installing, erecting, constructing, repairing, maintaining, removing, relocating and operating its Facilities after obtaining any and all appropriate permits from the City, provided that:

1. Company shall not place any of its Facilities on, over or within the median portion of any boulevard or parkway without first having obtained the written permission of the City;

2. Company shall not place any of its above-ground Facilities in any sidewalk area in the Rights-of-Way without the prior written consent of the Director, which he/she may grant, deny or condition in his/her sole discretion.

3. Where appropriate and as may be required by the City through any permitting process, installations, excavations and restorations affecting street and/or lane closures shall, as often as practicable, be performed after 6:30 p.m. and before 6:00 a.m., but in no event shall any such work be performed from 7:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 6:00 p.m. except for emergency repairs;

4. The City reserves the right to assist in the coordination and scheduling of any Company projects where such project may be reasonably coordinated with the placement of other Rights-of-Way users' facilities. Otherwise, and subject to City permitting processes and approvals, it is recognized that, notwithstanding the foregoing, Company retains discretion over the timing of Company's proposed projects which shall be in accordance with Company's construction schedule for its network ring, which schedule shall be furnished to the City during Company's initial permitting process by the City; and

5. Company shall, to the extent commercially reasonable, employ “trenchless” technology in the placement of its Facilities. Except in an emergency, not less than seven (7) working days prior to the commencement of any work by Company which involves excavation in any Rights-of-Way, Company shall notify the Director and any appropriate utility coordinating committee for purposes of utility location. Minimum notice to the City shall be by telephone communication or in person prior to any work, followed by notice in writing as soon as practical. Company will provide advance notice so as not to disrupt services of the City or any other person or utility using any Rights-of-Way and allow the City to place any inspector it may deem necessary at the site of the project.

B. Whenever work is performed in any Rights-of-Way, Company shall take all reasonable precautions to minimize interruption to traffic flow, damage to property or creation of a hazardous condition.

C. After any excavation is made and after work is completed pursuant to the provision of this Agreement, Company shall, at its own expense and as soon as practicable, but not later than one (1) day, remove all surplus material in compliance with specifications, requirements and regulations of the City in effect at the time of such restoration and restore the portion of the Rights-of-Way. Following written notice to Company, Company has thirty (30) days to use its best efforts to make the restoration in a manner satisfactory to City, and all costs incurred for such restoration, whether done with City work forces and equipment or otherwise, shall be paid by Company, including the cost of any inspectors the City may assign to the project.

D. Company shall be responsible for its pro rata share of the maintenance and repair of all Rights-of-Way to the extent the same are directly impacted by the presence of Company’s Facilities, subject to all City Ordinances and within reasonable proximity of and upon which Company maintains above-ground Facilities, including the removal of weeds and litter.

E. Company shall ensure its Facilities in Rights-of-Way are located and constructed in a

manner such that access is not impaired in compliance with the Americans with Disabilities Act (“ADA”). Following notice by the City of an ADA construction problem, Company shall have thirty (30) days, or such other time as the City determines in its discretion to be reasonable, to remedy the problem at Company’s sole expense.

SECTION 7: LOCATION AND RELOCATION OF FACILITIES

A. All Facilities of Company shall be placed so that they do not interfere with the use of Rights-of-Way by the City and shall only be placed after approval of the location by the Director and in accordance with any specifications adopted by the City governing the location of Facilities. The City reserves the right to construct, install, maintain and operate any public improvement, work or facility, do any work that the City may find desirable on, over or under any Rights-of-Way, and vacate, alter or close any Rights-of-Way. All such work shall be done in such manner as not to obstruct, injure or prevent free use and operation of Company’s Facilities. Company agrees to obtain the City’s express written approval before placing any poles in Rights-of-Way and to comply with Title 13 of the Las Vegas Municipal Code, as it may be amended from time to time, when locating its Facilities in Rights-of-Way.

B. The City shall have the right to require the removal or relocation of Facilities used by Company in any Rights-of-Way as may reasonably be required by the City for any reason, after notice to Company, including but not limited to City projects for the installation of water, sanitary sewer, storm drainage, landscaping or traffic signal facilities, or for any road reconstruction and construction. Company shall remove and relocate such Facilities within sixty (60) days following written notice to do so from the City. Prior to any such relocation, the City agrees to provide for a temporary suitable location for such relocated Facilities sufficient to maintain service. All costs directly attributable to removal or relocation of Company Facilities shall be paid by Company. Company shall at the City’s request, if joint use pursuant to Section 11 is not feasible due to technical reasons, relocate its Facilities

to accommodate another Rights-of-Way user in the City if both Company's and the other user's facilities can be located in the Rights-of-Way without interfering with operations of Company's Facilities. The costs of any relocations occasioned by another Rights-of-Way user shall be paid by said user, and in no event shall the costs be the responsibility of the City. Company shall remove and relocate its Facilities upon receipt of payment of anticipated costs from the other Rights-of-Way user, which shall pay Company any balance owed within thirty (30) days of receipt of statement following Company's completion of removing and replacing its Facilities.

C. Company shall reconstruct, replace or restore any street or alley, any water, sewer, sanitary sewer, storm drainage or traffic signalization facilities, or any other facility of the City disturbed by Company, in a timely fashion and without cost to the City, to a condition acceptable to the City consistent with reasonable standards of safety and appearance. Any facility so disturbed by Company shall be reconstructed, replaced or restored only under the supervision of City personnel. Subject to the provision of Section 5 herein and upon notice to the City, Company may remove or relocate Facilities maintained by Company on its own initiative.

D. When the City, acting itself or through an agent, contractor or permit holder, proposes to improve a street, including but not limited to landscaping, traffic signalization, water line, storm sewer or sanitary sewer repair or installation within the Rights-of-Way, and such improvements include excavation and the placement of underground utilities vaults and conduit sufficient for Company's Facilities by and at the expense of someone other than Company, then upon notification by the City and upon such reasonable scheduling as may be required by the City, Company shall replace its overhead Facilities as are then within the affected Rights-of-Way with underground Facilities within the vaults and conduits provided therefor. Any such placement shall be at Company's expense. The conversion from overhead to underground shall be conditioned upon the City requiring the undergrounding in the area in which both the existing and new Facilities are and will be located, and the City shall require that

all existing overhead communication and electric distribution facilities in such area be removed.

SECTION 8: PUBLIC WORKS AND IMPROVEMENTS

A. The City reserves the right to construct, install, maintain and operate any public improvement, work or facility and do any work that the City may find desirable on, over or under any Rights-of-Way. All such work shall be done, if possible, in such manner as not to obstruct, injure or prevent free use and operation of Company's Facilities.

B. Whenever the City shall excavate or perform any work in any present or future Rights-of-Way, or shall contract for such excavation work, where such excavation or work may disturb but not require removal or relocation of Company's Facilities, the City shall notify Company sufficiently in advance of such contemplated excavation or work to enable Company to take such measures as may be deemed necessary to protect such Facilities from damage and possible inconvenience or injury to the public or the Rights-of-Way. If Company cannot take such measures, Company shall be required to relocate its Facilities in accordance with Section 7. In such case, Company shall, upon request, furnish field markings to the City or contractor, as the case may be, showing the location of all its Facilities in the area involved in such proposed excavation or other work.

C. Whenever the City shall vacate any Rights-of-Way for the convenience or benefit of any person or governmental agency or instrumentality, Company's rights shall be preserved as to any of its Facilities then existing in such Rights-of-Way.

SECTION 9: MOVING OF BUILDINGS

Whenever it becomes necessary to temporarily rearrange, remove, lower or raise the cables or wires or other apparatus of Company to permit the passage of any building, machinery or other object, Company shall perform such rearrangement upon the receipt of written notice from the person desiring to move said building, machinery or other objects. The written notice shall detail the route of movement of the building, machinery or other object. The costs incurred by Company in making such

rearrangements of its aerial Facilities will be borne, excepting the City, by the person seeking such rearrangement, unless the aerial Facilities are placed or maintained in violation of the applicable rules of any local, state or federal regulatory agency and thereby interferes with the movement of said building, machinery or other object.

SECTION 10: SAFETY STANDARDS

Company's Facilities shall at all times be constructed, operated and maintained so as to protect and safeguard the health and safety of the public, and Company shall observe all rules pertaining thereto prescribed by any local, state or federal regulatory authority.

SECTION 11: JOINT USE AGREEMENTS

Company is authorized to enter into joint-use agreements with any person or entity franchised by the City with respect to the placement of Facilities. Company may require any such person or entity to furnish evidence of adequate insurance covering Company and adequate bonds covering the performance of the person or entity using Company's Facilities as a condition precedent to granting permission to any such person or entity to attach its own facilities to Company's Facilities; provided that Company's requirements for such insurance and bonds shall be reasonable.

SECTION 12: FEES; CONDITIONS

A. Company must maintain a valid, unexpired business license from the City and pay business license fees based on its Gross Revenue pursuant to the provisions of Title 6, Chapter 67, of the Las Vegas Municipal Code, as it may be amended from time to time, and Section 2(G) of this Agreement.

B. In addition to payment of consideration pursuant to Subsection (A), Company shall be liable for lawful property taxes, ad valorem taxes and local improvement district assessments. Company shall also be responsible for exactions, fees and charges that are generally applicable during Company's real property development or use as required by the City's ordinances.

C. In the event that the business license fee specified above is declared illegal, unconstitutional or void for any reason by any court or proper authority, Company shall be contractually bound to pay the City, at the same times and in the same manner as provided for herein, an aggregate amount equal to the amount which would have been paid as a business licensee fee; provided such fee is applied to all telecommunications providers in a competitively neutral, non-discriminatory manner.

D. The fees required to be paid pursuant to Subsections (A) and/or (C) shall be paid quarterly by the fifteenth day of the second month following the end of each calendar quarter for which payment or portion thereof is due. Company shall furnish to the City with each payment of compensation required by this Section a written statement, showing the amount of Gross Revenue of Company subject to a fee under this Agreement for the period covered by the payment.

E. Acceptance by the City of any payment due under this Section shall not be deemed to be a waiver by the City of any breach of this Agreement occurring prior thereto, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due, or from collecting any balance due to the City.

SECTION 13: SECURITY FOR PERFORMANCE

A. As security for compliance with the terms of this Agreement and the Las Vegas Municipal Code, including but not limited to restoration of Rights-of-Way in which Company constructs, maintains, operates, reconstructs, removes or relocates its Facilities, Company shall at all times provide security in the form of a letter of credit, performance bond or cash deposit, delivered to the Director of Department of Finance and Business Services, in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) or such amount as may otherwise be approved by the City Council, to remain in force during the term of this Agreement, any or all of which may be claimed by the City as payment for fees and liquidated damages, and to recover losses resulting to the City from Company's failure to perform.

B. Any bond provided pursuant to Subsection (A) shall:

1. In addition to all other costs, provide for payment of Reasonable Attorney's Fees;
2. Be issued by a surety company authorized to do business in the state of Nevada and listed in the U.S. Department of the Treasury Fiscal Service (Department Circular 570, Current Revision): companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies;
3. Require the attorney-of-fact who executes the bond on behalf of the surety to affix thereto a certified and current copy of his power of attorney;
4. If prepared by a licensed non-resident agent, be countersigned by a resident agent per Nevada Revised Statutes, Section 680A.300; and
5. Guarantee the performance of all of Company's obligations under this Agreement and all applicable laws.

C. Upon written application by Company, the City Council may, in its sole discretion, permit the amount of the security required herein to be reduced or waive the requirements for such security. Reductions granted or denied upon application by Company shall be without prejudice to Company's subsequent applications or to the City's right to require the full amount of the security at any time thereafter, provided that no application shall be made by Company within one (1) year of any prior application.

D. The following procedures shall apply to drawing on the security required herein:

1. If Company fails to make timely payment to the City of any amount due under this Agreement or applicable law, or fails to compensate the City within thirty (30) days of written notification that such compensation is due, for any damages, costs or expenses the City suffers or incurs by reason of any act or omission of Company in connection with this Agreement or its enforcement, or fails, after thirty (30) days' written notice, to comply with any provision of this Agreement or the Las

Vegas Municipal Code that the City determines can be remedied by drawing on the security, the City may withdraw the amount thereof, with interest and any penalties, from the security.

2. Within three (3) days of a withdrawal from the security, the City shall mail, by certified mail, return receipt requested, written notification of the amount, date and purpose of such withdrawal to Company.

3. If at the time of a withdrawal from the security by the City, the amounts available are insufficient to provide the total payment towards which the withdrawal is directed, the balance of such payment shall continue as the obligation of Company to the City until it is paid.

4. No later than thirty (30) days after the mailing of notification to Company of a withdrawal from the security, Company shall restore the security to the total amount specified herein.

E. Failure to maintain or restore the security shall constitute a material violation of this Agreement.

F. Recovery by the City of any amounts under the insurance and/or security required herein, or otherwise, does not limit Company's duty to indemnify the City in any way, nor shall such recovery relieve Company of its obligations under this Agreement, limit the amounts owed to the City, or in any respect prevent the City from exercising any other right or remedy it may have.

SECTION 14: BREACH

In the event that a revocation of the Franchise is declared as provided under Section 21 of this Agreement, it shall be deemed a failure to perform on the part of Company, and the City may proceed against and draw upon, as required, the security provided for in Section 13 of this Agreement for amounts due under this Agreement.

SECTION 15: BOOKS OF ACCOUNT AND REPORTS

A. The City shall have the right to annually review or audit Company's books and records in accordance with generally accepted accounting and audit standards regarding any amounts which may

be owed under this Agreement. This right includes the right to review and audit all books and records of revenue which may be reasonably considered by the City to be subject to a franchise fee. The City shall give written notice to Company of any additional amount claimed to be due to the City as a result of the City's review. Any amount due shall be paid within thirty (30) days following the City's notification that such amount is due and payable. If the City's review shows Company has overpaid, said overpayment shall be reimbursed to Company by the City within thirty (30) days of such determination.

B. Company shall keep complete and accurate books and records of its business and operations pursuant to this Agreement in accordance with generally accepted accounting practices and in accordance with the rules and regulations of the State of Nevada.

C. Company shall provide the City with access to and/or copies of all records, books, contracts, accounts and documents of Company (or any affiliate thereof), whether in an electronic, print or other format (hereafter referred to collectively as "Records") for Company's operations in the City, to the extent reasonably necessary for the City to perform an audit. All Records shall be retained by Company for a period of five (5) years. Company shall make Records available to the City for inspection and/or copying at a location in the City, upon thirty (30) days notice from the City. Unless otherwise agreed, all audits will take place on Company's premises in the City.

D. Upon request by the City, Company shall provide to the City by U.S. mail, postage prepaid, a copy of all papers filed by Company with any federal or state regulatory agency that pertain to the Company's Facilities located in the City.

SECTION 16: SUPPLYING MAPS UPON REQUEST

Company shall maintain on file maps and operational data pertaining to its operations in the City. The City may inspect the maps and data at any time during business hours. Upon request of the City, Company shall furnish to the City as soon as practical without charge, current maps either in a "hard copy" printed form or in the City's GIS format or compatible data base, showing the location and

dimension of any existing and proposed Facilities, but not other proprietary information, used in operating Company's Facilities within the City.

SECTION 17: TRANSFERS

A. No transfer of this Agreement or the Franchise granted herein, (including but not limited to transfer by forced or voluntary sale, receivership or similar means) shall occur unless prior application is made by Company to the City. No application for a transfer shall be granted unless all of the following conditions are met:

1. Company and the transferee agree in writing to the transfer, in a form acceptable to the City.

2. The transferee agrees that it will accept all terms of this Agreement and will assume all of the obligations and liabilities for all acts and omissions, known and unknown, of Company under this Agreement for all purposes, whether such obligations and liabilities arose before or arise after the date of the transfer.

3. The transferee provides proof that it has a Certificate of Public Convenience and Necessity from the Nevada Public Utilities Commission authorizing it to provide Telecommunications Service in the City.

4. The transferee provides security for performance and insurance coverage in compliance with Sections 13 and 20, respectively, no later than the date of the transfer. If the transferee is a corporate affiliate of Company, it shall receive the benefit of any bond waivers or self-insurance approvals received by Company.

B. Approval by the City of a transfer does not constitute a waiver or release of any of the rights of the City under this Agreement against Company, whether arising before or after the date of the transfer.

SECTION 18: ADDITIONAL CITY RIGHTS

Pursuant to the City Charter and applicable State statute, the right and privilege of the City to construct, purchase or condemn a public utility or Telecommunications provider, or Facilities located within the City is expressly recognized herein.

SECTION 19: INDEMNIFICATION

Company shall defend, indemnify and hold the City harmless against all claims for damages to persons or property by reason of the construction, maintenance and operation of its Facilities, and conduct of business, or in any way arising out of performance under this Agreement, directly or indirectly, when or to the extent injury is caused, or alleged to have been caused, wholly or in part, by any act, omission, negligence or misconduct of Company or any of its contractors, subcontractors, officers, agents or employees, or by any person for whose act, omission, negligence, or misconduct Company is by law responsible.

This provision is not intended to create liability for the benefit of third parties but is solely for the benefit of Company and the City. In the event any claim is made against the City that falls under this indemnity provision and a Court of competent jurisdiction should adjudge, by final decree, that the City is liable therefor, Company shall indemnify and hold the City harmless of and from any such liability, including any court costs, expenses and Reasonable Attorney's Fees incurred by the City in defense thereof and incurred at any stage. Upon commencement of any suit, proceeding at law or in equity against the City relating to or covering any matter covered by this indemnity, wherein Company has agreed to indemnify and hold the City harmless, or to pay said settlement, final judgment and costs, as the case may be, the City shall give Company immediate notice of such suit or proceeding; whereupon Company shall provide a defense to any such suit, including any appellate proceedings brought in connection therewith, and pay as aforesaid, any settlement, costs or judgments that may be rendered against the City by reason of such damage suit.

Upon failure of Company to comply with the “defense of suit” provisions of this Section, after reasonable notice to it by the City, the City shall have the right to defend the same and, in addition to being reimbursed for any settlement or judgment that may be rendered against the City together with all costs incurred therein, Company shall reimburse the City’s Reasonable Attorney’s Fees, including those employed by the City in such cases, as well as all expenses incurred by the City by reason of undertaking the defense of such suit, whether such suit is successfully defended, settled, comprised or fully adjudicated against the City. In the event the City is compelled to undertake the defense of any such suit by reason of Company’s failure to perform as provided herein, the City shall have the full right and authority to make or enter into any settlement or compromise of such adjudication as the City Council shall deem in the best interest of the City, without the prior approval or consent of Company with respect to the terms of such compromise or settlement.

SECTION 20: INSURANCE

A. Company shall at all times during the term of this Agreement maintain in full force and effect, at its own cost and expense, a general comprehensive liability insurance policy for the protection of the City and its officers, boards, commissions, agents and employees, with a company approved by the City Manager and a form satisfactory to the City Attorney, protecting the City and all persons designated above against liability for loss or damage for personal injury, death and property damage occasioned by the operations of Company under this Agreement, with minimum liability limits of ONE MILLION DOLLARS (\$1,000,000.00) for personal injury or death of any one person and THREE MILLION DOLLARS (\$3,000,000.00) for personal injury or death of two or more persons in any one occurrence and FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for damage to property resulting from any one occurrence.

B. The policies required by Subsection (A) shall name the City and its officers, boards, commissions, agents and employees as additional insureds and shall contain a provision that a written

notice of cancellation of, or reduction in coverage under, each policy shall be delivered to the City at least thirty (30) days in advance of the effective date thereof. If any such insurance is provided by a policy which also covers Company or any other entity or person other than those above named, then such policy shall contain the standard cross-liability endorsement.

C. With respect to Company's obligation under Subsection (A) for commercial general (public) liability insurance coverage, the City may allow Company to self-insure upon annual production of evidence that is satisfactory to the City's Risk Manager.

SECTION 21: REMEDIES AND PENALTIES NOT EXCLUSIVE: DEFAULT

A. All remedies and penalties under this Agreement are cumulative and not exclusive, and the recovery or enforcement by one available remedy or imposition of any penalty is not a bar to recovery or enforcement by any other such remedy or imposition of any other penalty. The City reserves the right to enforce the penal provisions of any ordinance or resolution and to avail itself of any and all remedies available at law or in equity. Failure to enforce shall not be construed as a waiver of a breach of any term, condition or obligation imposed upon Company by this Agreement. A specific waiver of a particular breach of any term, condition or obligation imposed upon Company by this Agreement shall not be a waiver of any other or future breach of the same or of any other term, condition or obligation, or a waiver of the term, condition or obligation itself. "Director" for the purposes of this Section means the Director of the Department of Finance and Business Services.

B. Company agrees that an "Event of Default" shall include but not be limited to any of the following acts or failure to act by the Company:

1. Failure to obtain any applicable permits or pay any applicable permit fees pursuant to this Agreement;
2. Failure to comply with the terms of Section 17 concerning the transfer of this Agreement;

3. Failure to supply the necessary security for performance or insurance as specified in Sections 13 and 20;

4. Failure to make any payment required by Sections 6 or 12 of this Agreement within the period provided for such payment, including notice;

5. Failure to comply with any rules, regulations, orders or directives of the City as set forth in this Agreement within applicable periods; or

6. Substantial or repeated failure to comply with Section 6 concerning installations, excavations and restorations.

C. Upon the occurrence of an Event of Default, the City may, in accordance with the procedures provided for in this Agreement:

1. Require Company to take such actions as are reasonably required to remedy such Event of Default;

2. Seek money damages from Company as compensation for such Event of Default;

3. Accelerate the expiration of the term of this Agreement by decreasing the term of this Agreement provided in Section 4, the extent of such acceleration to be determined by the City Council, including any period of time up to the remaining term of this Agreement; or

4. As a last measure only, revoke the Franchise granted herein by termination of this Agreement.

D. The City shall exercise the rights set forth in this Section in accordance with the following procedures:

1. The Director shall notify Company, in writing, of an alleged Event of Default. This written notice shall set forth with reasonable specificity the facts the City believes are the basis for declaring that an Event of Default has occurred. Company shall, within sixty (60) days of the date of the notice, or such additional time as the Director may specify in the notice: (a) cure the alleged Event of

Default; (b) present in writing, for review by the Director, a reasonable time frame and method to cure the Event of Default; or (c) present in writing with reasonable specificity, for review by the Director, facts and arguments as to why Company disagrees that an Event of Default has occurred.

2. If Company presents a written response that challenges whether an Event of Default has occurred, the Director shall within fourteen (14) days review the submitted materials and determine again whether an Event of Default has occurred. If the Director reaffirms that an Event of Default has occurred, Company shall be notified in writing of this decision and shall, within thirty (30) days, cure the alleged Event of Default.

3. If Company fails to cure the Event of Default so declared pursuant to this Section within the time permitted by the Director, the Director shall prepare a written report to the City Council and recommend action to be taken. The City Council may order an appropriate remedy as set forth in this Section.

E. In addition to the rights under this Section, the City, upon any termination, may direct Company to remove, at Company's sole cost and expense, any of its Facilities from all Rights-of-Way, subject to the following:

1. If the City determines that removal of any buried cable or conduit is not necessary, Company shall abandon its Facilities in place and transfer ownership of the installed Facilities to the City.

2. In removing any part of its Facilities, Company shall refill and compact any excavation that shall be made by it and shall leave all Rights-of-Way in as good a condition as that prevailing prior to Company's removal of the Facilities.

3. The City shall have the right to inspect and approve the condition of the Rights-of-Way after removal has occurred.

4. The removal shall commence within thirty (30) days of an order to remove being

issued by the Director at the direction of the City Council.

5. Company shall be responsible for all necessary removals of its Facilities and maintenance of the Rights-of-Way area in the same manner and degree as if the Facilities were in active use, and Company shall retain all liability associated with such removals.

6. Nothing herein shall cause the City to incur any costs related to the removal of the Company's Facilities or the transfer of ownership of said Facilities to the City.

SECTION 22: SEVERABILITY CLAUSE

If any provision, condition, covenant or portion of this Agreement is for any reason held invalid, unenforceable or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity or enforceability of the remaining portions of this Agreement. With respect to any portion of this Agreement held to be invalid, unenforceable or unconstitutional, the parties shall promptly use their best reasonable efforts to negotiate an amendment to this Agreement that is valid and enforceable and that is consistent with the parties' original intent. The City Council hereby declares that it would have approved this Agreement and each portion thereof irrespective of any provision being declared unconstitutional or otherwise invalid.

SECTION 23: NOTICES

Any notice or other communication required or permitted to be given under this Agreement (the "Notice") shall be in writing and shall be personally delivered, or delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notice shall be deemed received on the earlier of the date of actual receipt or three days after mailing. The Notice shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above:

TO THE CITY: Director – Finance and Business Service
City of Las Vegas
400 Stewart Avenue, 3rd Floor
Las Vegas, Nevada 89101

with a copy to: City Attorney’s Office
City of Las Vegas
400 Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101

TO COMPANY: AT&T Communications of Nevada, Inc.
Attn: Right of Way
3001 Cobb Parkway, NW – Room 162
Atlanta, Georgia 30339

with a copy to: AT&T Services, Inc.
Law Department
175 East Houston Street – 210
San Antonio, Texas 78205
Attn: General Attorney and Ass’t. General Counsel

SECTION 24: PUBLIC PURPOSE

All of the regulations provided in this Agreement are hereby declared to be for a public purpose and the health, safety and welfare of the general public. Any member of the governing body or City official or employee charged with the enforcement of this Agreement, acting for the City in the discharge of his/her duties, shall not thereby render himself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of said duties. Neither the City nor Company by accepting this Agreement waives its right to seek all appropriate legal and equitable remedies as allowed by law upon violation of the terms of this Agreement, including seeking injunctive relief in a court of competent jurisdiction. Such right to injunctive relief is expressly reserved and all terms and provisions hereof shall be enforceable through injunctive relief. Neither party shall be liable for any consequential or punitive damages, including lost profits.

SECTION 25: APPLICABLE LAW

This Agreement is governed by and construed and enforced in accordance with the laws of the

State of Nevada, and the Federal Communications Act of 1934, as amended by the Telecommunications Act of 1996 or subsequent amendments.

SECTION 26: PUBLIC UTILITIES COMMISSION AND CHARTER REQUIREMENTS

This Agreement is subject to and contingent upon Company complying with all applicable rules and regulations of the Public Utilities Commission of Nevada and the City adopting a Resolution, conducting a public hearing and enacting an Ordinance granting this Franchise to Company in accordance with Section 7.050 of the City Charter.

SECTION 27: DISCLOSURE OF OWNERSHIP AND PRINCIPALS

Pursuant to Resolution R-79-99 adopted by the City Council effective October 1, 1999, and amendments thereto by the City Council on November 17, 1999, Company warrants that it has disclosed, on the form attached hereto as Exhibit A, all principals, including partners, of Company, as well as all persons and entities holding more than a 1% interest in Company or any principal of Company. If Company, principals or partners described above are required to provide disclosure under

Remainder of page intentionally left blank

federal law (such as disclosure required by the Securities and Exchanges Commission or by the Employee Retirement Income Security Act), and attaches current copies of such federal disclosures to Exhibit A, the requirement of this Section shall be satisfied. Throughout the term hereof, Company shall within ten (10) days notify the City in writing of any material change in the above disclosure. Copies of new federal disclosure filings shall also be sent to the City within ten (10) days of any such filing.

EXECUTED to be effective on the date specified above.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

“CITY”

ATTEST:

BEVERLY K. BRIDGES, CMC, City Clerk

APPROVED AS TO FORM:

Jerry G. Bellis 10-24-07
Date

AT&T COMMUNICATIONS OF NEVADA, INC.

By: R. J. Ryan
Its: DIRECTOR NETWORK ENGR

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity" means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting Entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	<u>Contracting Entity</u>
	AT&T Communications of Nevada, Inc.
	Name 5001 Comm Parkway NW Room 162 Atlanta Ga 30338
	Address 770-863-5500
	Telephone Fed. Tax# 109384548
	EIN or DUNS

Block 2	<u>Description</u>
	<u>Subject Matter of Contract/Agreement</u> Franchise for the purpose of constructing, installing, operating and maintaining Telecommunications Service Facilities in the rights of way within the corporate limits of the City
	RFP#

Block 3	Type of Business
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Corporation	

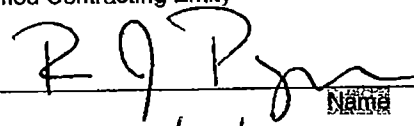
**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Charles Allen – Treasurer	175 E. Houston St., San Antonio, TX 78205	210-351-3800
2.	Charles Allen – Director	175 E. Houston St., San Antonio, TX 78205	210-351-3800
3.	Leonard Weitz – President	One AT&T Way, Bedminster, NJ 07921	908-532-1984
4.	Wayne A. Wirtz – Secretary	175 E. Houston St , San Antonio, TX 78205	210-351-3736
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets. _____

Block 5	Disclosure of Ownership and Principals - Alternate
<p>If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.</p>	
Name of Attached Document _____	Number of Pages _____
Date of Attached Document _____	

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity

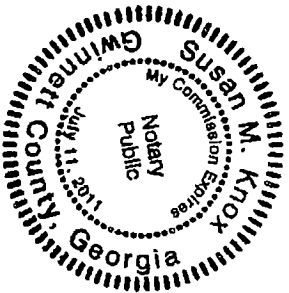


 Name
 10/16/07

 Date

Subscribed and sworn to before me this 16 day of
October, 2007.

Susan M. Knox
Notary Public



MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
CHI-001756185-01

PRODUCER
Marsh USA Inc
701 Market Street, Suite 1100
St Louis, MO 63101
Attn: ATT.CertRequest@marsh.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

018566-LS/LT-w/umb-07-08 02 01 02

INSURED
Subsidiaries of AT&T Inc.
AT&T Corp
175 E. Houston, Room 7-R-5
San Antonio, TX 78205

COMPANIES AFFORDING COVERAGE	
COMPANY	A NATIONAL UNION FIRE INS CO OF PITTSBURGH PA
COMPANY	B AMERICAN HOME ASSURANCE COMPANY
COMPANY	C ILLINOIS NATIONAL INSURANCE CO
COMPANY	D

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 3
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	GL1595235	06/01/07	06/01/08	GENERAL AGGREGATE	\$ 10,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 1,000,000
					MED EXP (Any one person)	\$ 10,000
A B B	AUTOMOBILE LIABILITY	WC1607842 (AOS)	06/01/07	06/01/08	COMBINED SINGLE LIMIT	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	CA1606817 (VA)	06/01/07	06/01/08	BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CA1606818 (MA)	06/01/07	06/01/08	BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE	\$	
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY	\$
					EACH ACCIDENT	\$
					AGGREGATE	\$
A	EXCESS LIABILITY	BE9834921	06/01/07	06/01/08	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
B B C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC1607842 (AOS)	06/01/07	06/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
		WC1607843 (CA)	06/01/07	06/01/08	EL EACH ACCIDENT	\$ 1,000,000
	<input type="checkbox"/> THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE	WC1607844 (FL)	06/01/07	06/01/08	EL DISEASE-POLICY LIMIT	\$ 1,000,000
	<input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC1607845 (IL,MI)	06/01/07	06/01/08	EL DISEASE-EACH EMPLOYEE	\$ 1,000,000
C B B A	OTHER	WC1607846 (MA,NY)	06/01/07	06/01/08	Workers Compensation	STATUTORY
	Workers Compensation	WC1607847 (ND,OH,WA)	06/01/07	06/01/08	Each Accident	1,000,000
		WC1607847 (WI,WV,WY)	06/01/07	06/01/08	Disease-Policy Limit	1,000,000
		WC1607848 (OR)	06/01/07	06/01/08	Disease-Each Employee	1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Re Facilities installed in public rights of way in the City of Las Vegas. The City of Las Vegas and its offices, boards, commissions, agents and employees are included as an Additional Insured under the General Liability policy but only with respect to the requirements of the contract between the Certificate Holder and AT&T Corp.

CERTIFICATE HOLDER

City of Las Vegas
Attn: Chns Ware, Franchise Officer
400 Stewart Ave, 3rd Floor
Las Vegas, NV 89101

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE ITS AGENTS OR REPRESENTATIVES OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC

By Alfred A. Peterfeso

MM1(3/02)

Alfred A. Peterfeso

VALID AS OF 10/01/07

AGENDA SUMMARY PAGE

RECOMMENDING COMMITTEE MEETING OF: NOVEMBER 20, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

Consent Discussion

SUBJECT:

NEW BILL:

Bill No. 2007-64 – Provides that Planning Commission action on most special use permits is final, unless appealed or requested for review by a member of the City Council, and modifies certain provisions regarding related hearings and appeals so as to conform to State law. Sponsored by: Councilman Gary Reese

Fiscal Impact

No Impact

Augmentation Required

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Special use permit (SUP) applications currently require final action by the City Council. This bill, the essence of which was originally proposed in 2004, is intended to reduce the SUP "caseload" of the Council by providing that Planning Commission action on most SUP applications is final. Planning Commission decisions on SUP's will continue to be appealable to the Council, and members of the Council may request review of Planning Commission decisions. The bill will also incorporate State law requirements concerning zoning-related hearings and appeals.

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. 2007-64

Motion made by RICKI Y. BARLOW to Hold In Abeyance to 1/15/2008

Passed For: 2; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, RICKI Y. BARLOW; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

COUNCILWOMAN TARKANIAN declared the Public Hearing open.

RECOMMENDING COMMITTEE MEETING OF: NOVEMBER 20, 2007

FLINN FAGG, Planning and Development Department, explained that this bill would allow the decision of the Planning Commission to be final action on most Special Use Permits or SUPS. He stated exceptions would include any SUPS requested by a Councilmember to be presented to the Council, any appeals and multiple applications, including SUPs, that move together. Those SUPs would still be heard by the City Council. He explained this would make the City's process consistent with the processes of other agencies in the Valley and he recommended approval.

TEDDY RUSSELL, Las Vegas resident, concurred with MR. FLAGG and recommended approval.

COUNCILWOMAN TARKANIAN expressed her opposition to this bill. She expressed concern that this bill takes away from the public meeting and may take away some of the Council Authority. She could not support it in light of the raise being considered for the Councilmembers and the idea that this bill would take away items that interest the public, noting too much is done out of the public eye.

COUNCILMAN BARLOW expressed concern with making the responsibility of the final decision on SUPs on the Planning Commission. Due to issues in his Ward related to SUPs, he noted his reluctance to give up his decision-making ability in this area and stated he could not support this item.

COUNCILWOMAN TARKANIAN wondered if it would be possible to drop the bill or hold it until it could be fixed. She noted the difficulty in obtaining pertinent information on SUPs had resulted in several cell phone towers being erected without the full benefit of the decision-making process.

COUNCILMAN BARLOW proposed a motion for no recommendation as he did not believe the responsibility of a final decision on SUPs should be left to the Planning Commission and he also pointed out the difficulty in bringing back before the Council already approved SUPs. He suggested that a special City Council meeting might be needed to make a decision on this item and expressed his preference for tabling the bill.

CHIEF DEPUTY CITY ATTORNEY VAL STEED suggested holding it in abeyance for a time certain, rather than tabling it, which would allow the entire Council to hear this item.

COUNCILWOMAN TARKANIAN declared the Public Hearing closed.

1 **BILL NO. 2007-64**

2 **ORDINANCE NO. _____**

3 AN ORDINANCE TO PROVIDE THAT PLANNING COMMISSION ACTION ON MOST
4 SPECIAL USE PERMITS IS FINAL, UNLESS APPEALED OR REQUESTED FOR REVIEW BY
5 A MEMBER OF THE CITY COUNCIL; TO MODIFY CERTAIN PROVISIONS REGARDING
6 RELATED HEARINGS AND APPEALS SO AS TO CONFORM TO STATE LAW; AND TO
7 PROVIDE FOR OTHER RELATED MATTERS

8 Sponsored by: Councilman Gary Reese

9 Summary: Provides that Planning Commission
10 action on most special use permits is final,
11 unless appealed or requested for review by a
12 member of the City Council, and modifies
13 certain provisions regarding related hearings and
14 appeals so as to conform to State law.

15 THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN

16 AS FOLLOWS:

17 SECTION 1: Title 19, Chapter 18, Section 60, Subsection (B), of the Municipal Code
18 of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

19 (B) Authority. Except as otherwise provided in this Subsection (B), [The City Council, upon
20 recommendation by] the Planning Commission[,] shall have the authority to approve, approve with
21 conditions, or deny an application for a Special Use Permit[.], and the decision of the Planning
22 Commission is final. If the decision of the Planning Commission is appealed or forwarded to the City
23 Council in accordance with this Section 19.18.060, the City Council may affirm, modify or reverse
24 the decision of the Planning Commission. The decision of the City Council is final for purposes of
25 judicial review.

26 SECTION 2: Title 19, Chapter 18, Section 60, Subsection (G), of the Municipal Code
27 of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

28 (G) Planning Commission Public Hearing and Action.

(1) Hearing. The Planning Commission shall hold a public hearing on each application
for a Special Use Permit within sixty-five days after the application is properly filed.

(2) Notice.

(a) Notice Provided. Notice of the time, place and purpose of the hearing must be
given at least ten days before the hearing by:

1 (i) Publishing the notice in a newspaper of general circulation within the
2 City;

3 (ii) Mailing a copy of the notice to:

4 A. The applicant;

5 B. Each owner of real property located within a minimum of one
6 thousand feet of the property described in the application, or in the case of an application to authorize
7 the sale of alcoholic beverages, a minimum of one thousand five hundred feet;

8 C. Each tenant of any mobile home park that is located within one
9 thousand feet of the property described in the application, or in the case of an application to authorize
10 the sale of alcoholic beverages, a minimum of one thousand five hundred feet;

11 D. The owner of each of the thirty separately-owned parcels nearest
12 to the property described in the application to the extent this notice does not duplicate the notice
13 otherwise required by this Paragraph (2);

14 E. Any advisory board which has been established for the affected
15 area by the City Council; and

16 F. The president or head of any registered local neighborhood
17 organization whose organization boundaries are located within a minimum of one mile of the property
18 described in the application.

19 (b) Names Provided. The Department of Planning and Development shall provide
20 at the request of the applicant, the name, address and phone number of any person notified pursuant
21 to Subparagraph (F) above.

22 (c) Additional Notice. The Department may give additional notice of the hearing
23 by expanding the area of notification or using other means of notification or both. The Department
24 shall endeavor to provide any additional notice at least ten days before the date of the hearing.

25 (d) Signs. Notification signs shall be posted in conformance with 19.18.010(D)
26 and NRS Chapter 278.

27 (3) Hearing. The Planning Commission shall conduct a public hearing on the application.
28 In its discretion and for good cause, the Planning Commission may hold the application in abeyance

1 for further study. However, subject to the provisions of State law, the Commission may not grant to
2 an applicant more than two continuances on the same matter, unless the Commission determines, upon
3 good cause shown, that the granting of additional continuances is warranted. Following the hearing
4 or hearings, the Planning Commission shall [make its recommendation to] approve, approve with
5 conditions, or deny the application for a Special Use Permit. The [recommendation] decision shall
6 be based upon evidence that makes the grant or denial of the Special Use Permit appropriate.

7 (4) Conditions of Approval. [Recommendation.] In [recommending] connection with the
8 approval of a Special Use Permit, the Planning Commission may impose any conditions, restrictions
9 or limitations as the Commission may determine to be necessary to meet to the general purpose and
10 intent of this Title and to ensure that the public health, safety and welfare are being maintained.

11 (5) Notice of Planning Commission Decision. [Written notice of the Planning
12 Commission's decision shall be provided to the applicant, agent, or both.] The Planning Commission
13 shall provide written notice of its decision, which shall include the reasons for the decision, and if the
14 decision is to approve the Special Use Permit, any modifications, conditions or limitations that the
15 Planning Commission may impose. The notice shall be provided to the owner, developer or agent.
16 A copy of the notice shall also be filed with the City Clerk, and the date of the notice shall be deemed
17 to be the date notice of the decision is filed with the City Clerk.

18 SECTION 3: Title 19, Chapter 18, Section 60, Subsection (J), of the Municipal Code
19 of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

20 (J) Appeals and City Council Review.

21 [(1) Appeal of Denial. A decision by the Planning Commission to deny a Special Use
22 Permit application becomes final and effective at the expiration of ten days after the date of the
23 decision unless, within that period, the applicant appeals the decision by written request filed with the
24 City Clerk. The City Council may establish a fee for the filing of an appeal, and the amount of any
25 fee so established shall be as set forth in the fee schedule.

26 (2) Final Action by City Council Concerning Approval. A decision by the Planning
27 Commission to approve a Special Use Permit application constitutes a recommendation to the City
28 Council. The City Council shall make the final decision concerning the application.]

1 (1) Appeals and Requests for Review. Except as otherwise provided in Paragraph (2)
2 below, a decision by the Planning Commission becomes final and effective at the expiration of ten
3 days after the date of the decision unless, within that period, a written appeal or written request to
4 review is filed with the City Clerk. An appeal may be filed by the applicant or other aggrieved person.
5 The City Council may establish a fee for the filing of an appeal, and the amount of any fee so
6 established shall be as set forth in the fee schedule. A request to review may be filed by a member of
7 the City Council.

8 (2) Applications Automatically Forwarded to City Council. Any Special Use Permit
9 application, whether approved or denied by the Planning Commission, that is related to and was filed
10 in connection with an application for any of the following shall be forwarded automatically to the City
11 Council for final decision:

12 (a) A General Plan Amendment;

13 (b) A Rezoning; or

14 (c) A Site Development Plan Review that, pursuant to Section 19.18.050(G),
15 requires final action by the City Council.

16 SECTION 4: Title 19, Chapter 18, Section 60, Subsection (K), of the Municipal Code
17 of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

18 (K) City Council Public Hearing.

19 (1) Notice and Hearing. The City Council shall conduct a public hearing on all Special Use
20 Permit applications which are appealed or are forwarded to the Council [for final action.] pursuant
21 to a request for review. The City Clerk is authorized to consolidate all appeals or requests for review
22 that have been filed regarding a particular application, or to schedule them in sequence or otherwise,
23 in which case the City Council may hear the items separately or consolidate them for purposes of
24 hearing, as the Council deems appropriate. For any application that is appealed to the Council, written
25 notice of the Council hearing shall be mailed at least ten days before the hearing to the property
26 owners who were notified by mail of the Planning Commission hearing.

27 (2) City Council Decision. [The City Council may approve, approve with conditions, or
28 deny a Special Use Permit application.] In [so doing,] considering whether to affirm, modify or reverse

1 the decision of the Planning Commission, the City Council shall consider the [recommendation]
2 decision of the Planning Commission and the evidence presented at the public hearing, and shall be
3 guided by the statement of purpose underlying the regulation of the improvement of land expressed
4 in NRS 278.020. Action by the City Council is final for purposes of judicial review. In the case of an
5 appeal, the City Council:

6 (a) May not grant to an aggrieved person more than two continuances on the same
7 matter, unless the Council determines, upon good cause shown, that the granting of additional
8 continuances is warranted; and

9 (b) Must render its decision within forty-five days, unless otherwise agreed to by
10 the person filing the appeal.

11 (3) Notice of City Council Decision. The City Council shall provide written notice of its
12 decision, which shall include the reasons for the decision, and if the decision is to approve the Special
13 Use Permit, any modifications, conditions or limitations that the City Council may impose. The notice
14 shall be provided to the owner, developer or agent. A copy of the notice shall also be filed with the
15 City Clerk, and the date of the notice shall be deemed to be the date notice of the decision is filed with
16 the City Clerk.

17 SECTION 5: Title 19, Chapter 18, Section 60, Subsection (M), of the Municipal Code
18 of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

19 (M) Amendments to an Approved Special Use Permit. A Special Use Permit is limited to the uses
20 and structures which are shown on the approved site development plan and are consistent with any
21 conditions of approval. Any request to amend or modify an approved Special Use Permit shall be
22 submitted to the Department of Planning and Development. Upon receipt of such a request, the
23 Director shall determine if the request constitutes a minor amendment or a major amendment. Minor
24 amendments may be approved administratively. A major amendment requires approval by the
25 Planning Commission or City Council, [after a recommendation by the Planning Commission.]
26 whichever body took final action to approve the Special Use Permit. Minor and major amendments
27 are categorized as follows:

28 (1) Minor [Amendments.] Amendment. A minor amendment includes a:

- 1 (a) Relocation or reorientation of buildings which does not alter the basic
2 relationship to adjacent property;
- 3 (b) Minor adjustment in lot lines and/or easements;
- 4 (c) Minor rearrangement of internal access and circulation;
- 5 (d) Relocation or rearrangement of parking areas;
- 6 (e) Change in the approved square footage or density that does not represent an
7 increase of more than ten percent; and
- 8 (f) Change in landscaping or building setbacks that does not represent a significant
9 decrease.

10 (2) Major Amendment. A major amendment includes any change which does not qualify
11 as a minor amendment.

12 SECTION 6: Title 19, Chapter 18, Section 60, Subsection (O), of the Municipal Code
13 of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14 (O) Revocation.

15 (1) Notice. [The City Council may hold a hearing to revoke or modify a Special Use
16 Permit. At least ten days prior to any hearing, written notice of the hearing shall be delivered to the
17 owner, developer, or both.] A Special Use Permit may be revoked or modified by the Planning
18 Commission or the City Council, whichever body took final action to approve the Special Use Permit.
19 Such action must be preceded by a hearing, written notice of which must be delivered to the owner,
20 developer, or both, at least ten days before the hearing. Notice may be delivered in person or by
21 certified mail, return receipt requested, mailed to the address shown in the records of the Clark County
22 Assessor.

23 (2) Findings. A Special Use Permit may be revoked or modified for cause, including a
24 finding of one or more of the following:

- 25 (a) That the Special Use Permit was obtained by misrepresentation or fraud;
- 26 (b) That conditions have changed and the use or development is no longer
27 compatible with surrounding land uses or the General Plan;
- 28 (c) That the use or development is not in compliance with one or more of the

1 conditions of approval; and

2 (d) That the use permitted by the Special Use Permit is in violation of any statute,
3 ordinance, law or regulation.

4 (3) Notice of Decision. Written notice of [the] a decision regarding the revocation or
5 modification of a Special Use Permit shall be provided to the owner, developer or agent.

6 (4) Appeal. In the case of a decision by the Planning Commission to revoke or modify a
7 Special Use Permit that was approved as final action by the Commission, the appeal provisions of
8 Subsections (J) and (K) of this Section shall apply.

9 SECTION 7: Ordinance No. _____ and Title 19, Chapter 18, Section 60,
10 Subsection (P), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby
11 amended so that Subsection (P) reads as follows:

12 (P) Termination.

13 (1) Failure to Exercise.

14 (a) A Special Use Permit which cannot be exercised except upon construction of
15 a new building, and which is not exercised within two years after approval, shall be void, unless the
16 [City Council grants] applicant obtains an extension of time upon a showing of good cause.
17 Application for an extension shall be made to the Planning Commission or City Council, whichever
18 body took final action to approve the Special Use Permit. An extension of time may be granted only
19 if application therefor is made prior to the expiration of the two-year period. For purposes of this
20 Subparagraph (a), a Special Use Permit is exercised upon the issuance of a building permit for the new
21 construction.

22 (b) A Special Use Permit which does not require the construction of a new building
23 in order to be exercised, and which is not exercised within one year after approval shall be void, unless
24 the [City Council grants] applicant obtains an extension of time upon a showing of good cause.
25 Application for an extension shall be made to the Planning Commission or City Council, whichever
26 body took final action to approve the Special Use Permit. An extension of time may be granted only
27 if application therefor is made prior to the expiration of the one-year period. For purposes of this
28 Subparagraph (b), a Special Use Permit is exercised upon the approval of a business license to conduct

1 the activity, if one is required, or otherwise, upon the issuance of a certificate of occupancy or
2 approval of a final inspection.

3 (2) Cessation of Use. A Special Use Permit shall be void without further action if:

4 (a) The Special Use Permit was issued for alcoholic beverage use and such use
5 ceases for one hundred and eighty days or more, or twenty-four months or more if the building in
6 which the use was being conducted has been damaged or partially destroyed by fire, flood, wind,
7 another calamity or an act of God; or

8 (b) The Special Use Permit was issued for a use other than alcoholic beverage use
9 and such use ceases for twelve months or more, or twenty-four months or more if the building in
10 which the use was being conducted has been damaged or partially destroyed by fire, flood, wind,
11 another calamity or an act of God.

12 SECTION 8: If any section, subsection, subdivision, paragraph, sentence, clause or
13 phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or
14 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
15 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
16 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
17 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
18 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
19 invalid or ineffective.

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2007.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Pal Steed *10-24-07*
Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of _____, 2007, and referred to the following committee composed of
3 _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2007, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

11
12 APPROVED:

13
14 By _____
OSCAR B. GOODMAN, Mayor

15 ATTEST:

16 _____
17 BEVERLY K. BRIDGES, CMC
City Clerk

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AGENDA SUMMARY PAGE

RECOMMENDING COMMITTEE MEETING OF: NOVEMBER 20, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

Consent Discussion

SUBJECT:

NEW BILL:

Bill No. 2007-65 - Amends Ordinance No. 5597, pertaining to the creation of Special Improvement District No. 809 - Summerlin Village 23A. Proposed by: Charles Kajkowski, Director of Public Works

Fiscal Impact

No Impact

Augmentation Required

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

Ordinance No. 5597 provided for the acquisition, construction, and installation of street, storm sewer, sanitary sewer, and water projects in the Summerlin Area. This amendment makes revisions to the total project costs and descriptions within the district. Amendment also authorizes the execution and delivery of an amendment to the Development and Financing Agreement.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

1. Bill No. 2007-65
2. First Amendment to the Development and Financing Agreement

Motion made by RICKI Y. BARLOW to Approve as a Do Pass

Passed For: 2; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, RICKI Y. BARLOW; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

COUNCILWOMAN TARKANIAN declared the Public Hearing open.

CHIEF DEPUTY CITY ATTORNEY VAL STEED explained that this bill pertained to an existing Special Improvement District and noted the amendment was needed due to a change in the project cost. He recommended approval.

COUNCILWOMAN TARKANIAN declared the Public Hearing closed.

Summary An ordinance amending Ordinance No. 5597 relating to the City of Las Vegas, Nevada, Special Improvement District No. 809 (Summerlin Area), authorizing the execution and delivery of an amendment to the development and financing agreement related thereto, ratifying action taken by City officers towards such amendment, providing other matters related thereto and providing an effective date.

BILL NO. 2007-65

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 5597 RELATING TO THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 809 (SUMMERLIN AREA); AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE DEVELOPMENT AND FINANCING AGREEMENT RELATED THERETO; RATIFYING ACTION TAKEN BY CITY OFFICERS TOWARDS SUCH AMENDMENT; AND PROVIDING OTHER MATTERS RELATED THERETO.

WHEREAS, the City Council (the "Council") of the City of Las Vegas, Nevada (the "City") adopted Ordinance No. 5597 (the "Creation Ordinance") on May 7, 2003, creating the City of Las Vegas, Nevada, Special Improvement District No. 809 (Summerlin Area) (the "District") for the purpose of acquiring and improving a street project, storm sewer project, sanitary sewer project and water project (collectively, the "Project"); and

WHEREAS, the City and The Howard Hughes Corporation (the "Developer") desire to change the description of the Project contained in the Creation Ordinance (the "Ordinance");.

WHEREAS, there is currently on file with the City Clerk the form of a First Amendment to the Development and Financing Agreement for the District by and between the Developer and the City (the "First Amendment").

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS, IN THE STATE OF NEVADA, DOES ORDAIN:

Section 1. Section 2 of the Creation Ordinance is hereby amended to read as follows (omitted language in brackets and new matter underscored pursuant to Section 2.100(3) of the City Charter of the City):

“Section 2. The Project, which is hereby ordered to be acquired and improved, shall be located within the boundaries of the District and shall be as shown on the full and detailed plans and specifications for the District filed with the City Clerk. The kind and location of the Project (without mentioning minor details) is as follows:

The Project consists of the acquisition and construction of certain improvements within the District to include streets, sanitary sewers, storm sewers, and water mains, in and along the property described in Section 4, and all appurtenances and incidentals necessary, useful or desirable, including real and other property therefor, which is more particularly described (with all segment lengths to be current approximations subject to minor adjustment) as set forth below. For the purposes of this section, the following terms have the following meanings:

“Rough Grade and Improvements” mean the cost of rough grade for the full width of future roadway improvements including rough grade of landscape area to the developer property line and required miscellaneous demolition of existing improvements. This cost also includes the cost of on-site waterlines, sewer, and storm drain associated with a roadway segment and all appurtenances (hydrants, sleeves, irrigation meters, manholes, services main extensions to the property line, inlets, and Reinforced Concrete Pipe (RCP) and box culverts, and so forth) as well as subgrade preparation, paving, curbs for the roadway, and striping/signage. These improvements include the extension of water, sewer, storm drain and other public service main extensions for each project to the developer property line (5-feet beyond).

“Street Lights” mean street lights, trenching, conduit, pullboxes, service points, transformers, and so forth, for street lights and street light installation for a particular road segment. These improvements also include, where applicable, costs for future traffic signal poles when installed for use as the street light pole at applicable intersections, including associated conduit and pull boxes.

“Final Paving” means the final paving of road segment, including final striping and valve/manhole and signage adjustments.

Project 1A Charleston Blvd: Desert Foothills Drive to Bridge at Red

Rock Detention Basin Rough Grade and Improvements:

This project consists of rough grading and improvements to Charleston Boulevard (half street) for the 2,800-foot roadway segment between Desert Foothills Drive and the bridge at

Red Rock Detention Basin The mainline Sewer and Storm Drain are 100% reimbursable by the SID, where Water and Storm Drain Drop Inlets are only 50% reimbursable. The project has an estimated construction cost of \$1,082,300.00 with an SID eligible cost of \$1,244,645.00.

Project 1B Charleston Blvd: Desert Foothills Drive to Bridge at Red Rock Detention Basin Street Lights:

This project consists of street lights on the north side of Charleston Boulevard from Desert Foothills Drive to the Bridge at Red Rock Detention Basin. The project has an estimated construction cost of \$142,600.00 with an SID eligible cost of \$163,990.00

Project 1C Charleston Blvd: Desert Foothills Dr. to Bridge at Red Rock Detention Basin Final Paving:

This project consists of the final lift of pavement for the half width of north side Charleston Boulevard from Desert Foothills Drive to the Bridge at Red Rock Detention Basin. The project has an estimated construction cost of \$51,500.00 with an SID eligible cost of \$59,225.00.

Project 2A Desert Sunrise Road: Desert Foothills Dr. to Desert Moon Road Rough Grade and Improvements:

This project consists of rough grading and improvements to Desert Sunrise Road for the 3,570-foot roadway segment between Desert Foothills Drive and the Desert Moon Road. The project has an estimated construction cost of \$1,745,200.00 with an SID eligible cost of \$2,006,980.00.

Project 2B Desert Sunrise Road: Desert Foothills Drive to Desert Moon Road Street Lights:

This project consists of street lights on Desert Sunrise Road from Desert Foothills Drive to Desert Moon Road. The project has an estimated construction cost of \$129,600.00 with an SID eligible cost of \$149,040.00.

Project 3A Paseo Flower Court: Rough Grade and Improvements:

This project consists of rough grading and improvements to Paseo Flower Court for the 685-foot roadway segment from Desert Sunrise Road to Cul-de-Sac end. The project has an estimated construction cost of \$126,100.00 with an SID eligible cost of \$145,015.00.

Project 3B Paseo Flower Court: Street Lights:

This project consists of street lights on Paseo Flower Court. The project has an estimated construction cost of \$31,500.00 with an SID eligible cost of \$36,225.00.

Project 4A Desert Moon Road: Desert Sunrise Road to Unit 1 Boundary

Rough Grade and Improvements:

This project consists of rough grading and improvements to Desert Moon Road for the 3,370-foot roadway segment between Desert Sunrise Road and Unit 1 Boundary. The project has an estimated construction cost of \$859,300.00 with an SID eligible cost of \$988,195.00.

Project 4B Desert Moon Road: Desert Sunrise Road to Unit 1 Boundary

Street Lights:

This project consists of street lights on Desert Moon Road from Desert Sunrise Road to Unit 1 Boundary. The project has an estimated construction cost of \$113,000.00 with an SID eligible cost of \$129,950.00.

Project 5A Paseo Mist Drive: Desert Foothills Drive to Desert Moon

Road Rough Grade and Improvements:

This project consists of rough grading and improvements to Paseo Mist Drive for the 1,050-foot roadway segment between Desert Foothills Drive and Desert Moon Road. The project has an estimated construction cost of \$376,100.00 with an SID eligible cost of \$432,515.00.

Project 5B Paseo Mist Drive: Desert Foothills Drive to Desert Moon

Road Street Lights:

This project consists of street lights on Paseo Mist Drive from Desert Foothills Drive to Desert Moon Road. The project has an estimated construction cost of \$36,200.00 with an SID eligible cost of \$41,630.00.

Project 6A Desert Moon Road: Collector Road to Desert Sunrise Road

Rough Grade and Improvements:

This project consists of rough grading and improvements to Desert Moon Road for the 1,186-foot roadway segment between Collector Road and Desert Sunrise Road. The project has an estimated construction cost of \$389,100.00 with an SID eligible cost of \$447,465.00.

Project 6B Desert Moon Road: Collector Road to Desert Sunrise Road

Street Lights:

This project consists of street lights on Desert Moon Road from Collector Road to Desert Sunrise Road. The project has an estimated construction cost of \$49,400.00 with an SID eligible cost of \$56,810.00.

Project 7A Fox Hill Drive: Desert Moon Road to Unit 1 Boundary Rough Grade and Improvements:

This project consists of rough grading and improvements to Fox Hill Drive for the 677-foot roadway segment between Desert Moon Road and Unit 1 Boundary. The project has an estimated construction cost of \$176,400.00 with an SID eligible cost of \$202,860.00.

Project 7B Fox Hill Drive: Desert Moon Road to Unit 1 Boundary Street Lights:

This project consists of street lights on Fox Hill Drive from Desert Moon Road to Unit 1 Boundary. The project has an estimated construction cost of \$20,200.00 with an SID eligible cost of \$23,230.00.

Project 8A Alta Drive: Desert Foothills Drive to Fox Hill Drive Rough Grade and Improvements:

This project consists of rough grading and improvements to the south half of Alta Drive for the 2,668-foot roadway segment between Desert Foothills Drive and Fox Hill Drive. The project has an estimated construction cost of \$830,100.00 with an SID eligible cost of \$954,615.00.

Project 8B Alta Drive: Desert Foothills Drive to Fox Hill Drive Street Lights:

This project consists of street lights on the south half of Alta Drive from Desert Foothills Drive to Fox Hill Drive. The project has an estimated construction cost of \$90,700.00 with an SID eligible cost of \$104,305.00.

Project 8C Alta Drive: Desert Foothills Drive to Fox Hill Drive Final Paving:

This project consists of the final lift of pavement for the south half of Alta Drive from Desert Foothills Drive to Fox Hill Drive. The project has an estimated construction cost of \$50,200.00 with an SID eligible cost of \$57,730.00.

Project 9A Paseo Breeze Drive: Fox Hill Drive to Unit 1 Boundary Rough Grade and Improvements:

This project consists of rough grading and improvements to Paseo Breeze Drive for the 1,280-foot roadway segment between Fox Hill Drive and Unit 1 Boundary. The project has an estimated construction cost of \$302,400.00 with an SID eligible cost of \$347,760.00.

Project 9B Paseo Breeze Drive: Fox Hill Drive to Unit 1 Boundary Street Lights:

This project consists of street lights on Paseo Breeze Drive from Fox Hill Drive to Unit 1 Boundary. The project has an estimated construction cost of \$65,100.00 with an SID eligible cost of \$74,865.00.

Project 10A Fox Hill Drive: Unit 1 Boundary to Alta Drive Rough Grade and Improvements:

This project consists of rough grading and improvements to Fox Hill Drive for the 2,007-foot roadway segment between Unit 1 Boundary and Alta Drive. The project has an estimated construction cost of \$706,100.00 with an SID eligible cost of \$812,015.00.

Project 10B Fox Hill Drive: Unit 1 Boundary to Alta Drive Street Lights:

This project consists of street lights on Fox Hill Drive from Unit 1 Boundary to Alta Drive. The project has an estimated construction cost of \$84,400.00 with an SID eligible cost of \$97,060.00.

Project 11A Alta Drive: Fox Hill Drive to Collector Road Rough Grade and Improvements:

This project consists of rough grading and improvements to the south half of Alta Drive for the 1,292-foot roadway segment between Fox Hill Drive and Collector Road. The project has an estimated construction cost of \$386,000.00 with an SID eligible cost of \$443,900.00.

Project 11B Alta Drive: Fox Hill Drive to Collector Road Street Lights:

This project consists of street lights on the south half of Alta Drive from Fox Hill Drive to Collector Road. The project has an estimated construction cost of \$115,300.00 with an SID eligible cost of \$132,595.00.

Project 11C Alta Drive: Fox Hill Drive to Collector Road Final Paving:

This project consists of the final lift of pavement for the south half of Alta Drive from Fox Hill Drive to Collector Road. The project has an estimated construction cost of \$41,700.00 with an SID eligible cost of \$47,955.00.

***Project 12A Collector Road: Charleston Blvd. To Desert Moon Road
Rough Grade and Improvements:***

This project consists of rough grading and improvements to Collector Road (half street) for the 2,110-foot roadway segment between Charleston Boulevard and Desert Moon Road. The project has an estimated construction cost of \$469,400.00 with an SID eligible cost of \$[539,810.00] 273,355.00.

***Project 12B Collector Road: Charleston Blvd. To Desert Moon Road
Street Lights:***

This project consists of street lights on Collector Road (half street) from Charleston Blvd. to Desert Moon Road. The project has an estimated construction cost of \$102,700.00 with an SID eligible cost of \$[118,105.00] 58,995.00.

***Project 12C Collector Road: Charleston Blvd. To Desert Moon Road
Final Paving:***

This project consists of the final lift of pavement on Collector Road (half street) from Charleston Blvd. to Desert Moon Road. The project has an estimated construction cost of \$38,200.00 with an SID eligible cost of \$[43,930.00] 21,965.00.

***Project 13A Collector Road: Desert Moon Road and Alta Drive
Rough Grade and Improvements:***

This project consists of rough grading and improvements to Collector Road (half street) for the 3,192-foot roadway segment between Desert Moon Road and Alta Drive. The project has an estimated construction cost of \$873,100.00 with an SID eligible cost of \$[1,004,065.00] 502,665.00.

Project 13B Collector Road: Desert Moon Road and Alta Drive

Street Lights:

This project consists of street lights on Collector Road (half street) from Desert Moon Road to Alta Drive. The project has an estimated construction cost of \$154,400.00 with an SID eligible cost of \$[177,560.00] 88,780.00.

Project 13C Collector Road: Desert Moon Road and Alta Drive

Final Paving:

This project consists of the final lift of pavement on Collector Road (half street) from Desert Moon Road to Alta Drive. The project has an estimated construction cost of \$46,600.00, with an SID eligible cost of \$[53,590.00] 26,795.00.

Project 14 Parcels "A," "D," "I," "M" and "ES-1" Interconnects:

This project consists of 1,074±-feet of 8" Sewer Main; 2,420±-feet of 24" to 42" diameter Reinforced Concrete Drain Pipe and 540±-feet of 8" Water Main. The project has an estimated construction cost of \$501,300.00 with an SID eligible cost of \$576,495.00.

Project 15 3550 Zone Waterline:

This project consists of 3,150± feet of 24" diameter water pipeline, including required valves, air vacs, blow offs, 12" (or other smaller sizes) connections with gate valves, fire hydrants and other appurtenances related to this public waterline within the Collector Road from Desert Moon Road to Alta Drive. The project has an estimated construction cost of \$127,000.00 with an SID eligible cost of \$[146,050.00] 234,830.

[Project 16 3550 Zone Waterline:

This project consists of 1,240± feet of 24" diameter water pipeline, including required valves, air vacs, blow offs, 12" (or other smaller sizes) connections with gate valves, fire hydrants and other appurtenances related to this public waterline within Alta Drive from Collector Road to Fox Hill Drive. The project has an estimated construction cost of \$68,900.00 with an SID eligible cost of \$79,235.00.]

Project 17 3550 Zone Waterline:

This project consists of 6,260± feet of 24" diameter water pipeline, including required valves, air vacs, blow offs, 12" (or other smaller sizes) connections with gate valves, fire hydrants and other appurtenances related to this public waterline within Fox Hill Drive from Alta Drive to Loop "B" Road, and then within Loop "B" Road from Fox Hill Drive to Link Road and then within Link Road from Loop "B" Road to Reservoir 3435. The project has an

estimated construction cost of \$252,400.00 with an SID eligible cost of \$[290,260.00] 288,075.00.

Project 18 3665 Zone Waterline:

This project consists of 2,700± feet of 48” and 420± feet of 36” diameter water pipeline, including required valves, vault structures, air vacs, blow offs, 12” (or other smaller sizes) connections with gate valves, fire hydrants and other appurtenances related to this public waterline within Far Hills Avenue (half street) between 3435 Reservoir and Fox Hill Drive. The project has an estimated construction cost of \$254,900.00 with an SID eligible cost of \$[293,135.00] 426,880.00.

Project 19 3665 Zone Waterline:

This project consists of 1,260± feet of 30” and 4,230± feet of 36” diameter water pipeline, including required valves, vault structures, air vacs, blow offs, 12” (or other smaller sizes) connections with gate valves, fire hydrants and other appurtenances related to this public waterline. The 36” diameter main runs within Fox Hill Drive from Far Hills Avenue to Loop “B” Road and then continues along Loop “B” Road from Fox Hill Drive to Collector Road and then runs along Collector Road from Loop “B” Road to Parcel BB and CC property boundary. The waterline then reduces to a 30” diameter main and continues to run in the Collector Road to Alta Drive. The project has an estimated construction cost of \$312,200.00 with an SID eligible cost of \$[359,030.00] 395,255.00.

Section 2. All actions, proceedings, matters and things heretofore taken, had and done by the Council and the officers of the City (not inconsistent with the provisions of this Ordinance), concerning the District, including but not limited to the performing of all prerequisites to the creation of the District, the acquisition and improvement of the Project, the determination of the specially benefited property therein, and the levy of assessments for that purpose be, and the same hereby are, ratified, approved and confirmed.

Section 3. The First Amendment in substantially the form currently on file with the City Clerk is hereby approved with such changes as are not inconsistent with this Ordinance and the appropriate officers of the City are hereby authorized to execute and deliver the First Amendment.

Section 4. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance.

Section 5. Except as specifically amended hereby, the provisions of the Creation Ordinance remain in full force and effect and are hereby ratified, approved and confirmed.

Section 6. 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 AMENDING ORDINANCE NO. 5597 RELATING TO THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 809 (SUMMERLIN AREA); AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE DEVELOPMENT AND FINANCING AGREEMENT RELATED THERETO; RATIFYING ACTION TAKEN BY CITY OFFICERS TOWARDS SUCH AMENDMENT; AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-numbered and entitled proposed Ordinance are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, at her office in City Hall, 400 Stewart Avenue, Las Vegas, Nevada, and that such Ordinance was proposed November 7, 2007, and will be considered for adoption at the a regular meeting of the City Council of the City of Las Vegas held on November 21, 2007.

/s/ BEVERLY K. BRIDGES, CMC
City Clerk

(End of Form of Publication of Notice of Deposit of An Ordinance)

Section 7. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published once by its title only, together with the names of the Council members voting for or against its passage, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having a general circulation in the City, such publication to be in substantially the following form:

(Form of Publication)

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 5597 RELATING TO THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 809 (SUMMERLIN AREA); AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE DEVELOPMENT AND FINANCING AGREEMENT RELATED THERETO; RATIFYING ACTION TAKEN BY CITY OFFICERS TOWARDS SUCH AMENDMENT; AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that such Ordinance was proposed on November 7, 2007, and was passed at the meeting held on November 21, 2007, 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 ___ day of November, 2007, 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 November ___, 2007.

/s/ OSCAR B. GOODMAN
Mayor

Attest:

/s/ BEVERLY K. BRIDGES, CMC
City Clerk

(End of Form of Publication)

Section 8. If any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

OSCAR B. GOODMAN, Mayor

(SEAL)

Attest:

BEVERLY K. BRIDGES, CMC,
City Clerk

Approved as to Form:

10-25-07 *Val Steed*
Date Deputy City Attorney

This Ordinance shall be in full force and effect from and after November __, 2007, i.e., the date after the publication of such ordinance by its title.

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

I, Beverly K. Bridges, CMC, the duly chosen, qualified and acting 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 at the meeting of the City Council of the City (the "Council") on November 7, 2007 and finally adopted and approved on November 21, 2007.

2. The following members of the Council were present at the November 7, 2007 Council meeting:

Mayor:	Oscar B. Goodman
Councilmembers	Gary Reese
	Larry Brown
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow

Those Absent: _____

3. The foregoing Ordinance was first proposed and read by title to the Council on November 7, 2007, and referred to a committee composed of _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on November 21, 2007, which was a regular meeting of said Council; that at said regular meeting, the proposed Ordinance was again read by title to the Council and adopted. The members of the Council were present at the November 21, 2007 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:

Mayor:	Oscar B. Goodman
Councilmembers	Gary Reese
	Larry Brown
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow

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 the City Clerk, 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 November 7 and November 21, 2007. Pursuant to Section 241.020, Nevada Revised Statutes, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three 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, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

- (i) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada
- (ii) City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada
- (iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada
- (iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

and

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

6. A copy of such notice so given of the meeting of the Council on November 7, 2007 is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the Council on November 21, 2007 is attached to this certificate as Exhibit B.

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

8. A copy of the affidavit of publication of notice of deposit of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

9. Upon request, the Council, 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 Council 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 November __, 2007.

BEVERLY K. BRIDGES, City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of November 7, 2007 Meeting)

EXHIBIT B

(Attach Copy of Notice of November 21, 2007 Meeting)

EXHIBIT C

**(Attach Affidavit of Publication of Notice of Deposit of
the Ordinance)**

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

When Recorded, Return To:
Scott W. Shaver
Swendseid & Stern
3960 Howard Hughes Parkway
Suite 500
Las Vegas, NV 89169

**FIRST AMENDMENT TO THE
DEVELOPMENT AND FINANCING AGREEMENT**

CONCERNING

**CITY OF LAS VEGAS, NEVADA
SPECIAL IMPROVEMENT DISTRICT NO. 809 (SUMMERLIN AREA)**

BETWEEN

THE CITY OF LAS VEGAS, NEVADA

AND

THE HOWARD HUGHES CORPORATION

FIRST AMENDMENT TO DEVELOPMENT AND FINANCING AGREEMENT

This First Amendment to the Development and Financing Agreement (the "First Amendment") between the **CITY OF LAS VEGAS, NEVADA** (the "City"), a municipal corporation and political subdivision of the State of Nevada (the "State") and **THE HOWARD HUGHES CORPORATION**, a Delaware corporation (the "Developer") is made and entered into as of November ___, 2007.

WITNESSETH:

WHEREAS, the City Council of the City (the "Council") has previously adopted Ordinance No. 5597 (the "Creation Ordinance") creating the City of Las Vegas, Nevada Special Improvement District No. 809 (Summerlin Area) (the "District") for the purpose of acquiring and improving a street project, storm sewer project, sanitary sewer project and water project (collectively, the "Project"); and

WHEREAS, in connection with the creation of the District and pursuant to Chapter 271, Nevada Revised Statutes, and all laws amendatory thereof and supplemental thereto, the City and the Developer entered into a Development and Financing Agreement (the "Agreement") dated as of February 1, 2003; and

WHEREAS, the City and the Developer desire to amend the description of the Project to read as provided in the ordinance amending the Creation Ordinance for the District (the "Ordinance"), adopted and approved by the Council on November 21, 2007, and to amend Exhibit D to the Agreement to read as provided in Appendix I to this First Amendment; and

WHEREAS, Section 3.11 of the Agreement provides that the Agreement may be modified by the parties thereto by a written instrument signed and acknowledged by each party and recorded with the County Recorder of Clark County.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. The Project is hereby amended to read as provided in Section 1 of the Ordinance. Exhibit D to the Agreement is hereby amended to read as provided in Appendix I to this First Amendment.

Section 2. The Developer agrees to the provisions of the Ordinance, a copy of which is on file with the City Clerk.

Section 3. Except as expressly amended by this First Amendment, the Agreement remains in full force and effect.

Section 4. This First Amendment 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.

Section 5. The persons executing this First Amendment hereby state and acknowledge that they are authorized and empowered to do so on behalf of the party so designated.

IN WITNESS WHEREOF the City and the Developer have caused this First Amendment to Development and Financing Agreement to be executed as of the day and year first mentioned above.

CITY OF LAS VEGAS, NEVADA

Mayor

(SEAL)

City Clerk

THE HOWARD HUGHES CORPORATION

By: _____
Title: _____

STATE OF NEVADA)
) **ss.**
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2007, by Oscar B. Goodman, as Mayor of the City of Las Vegas, Nevada.

WITNESS my hand and official seal.

Notary Public for the State of Nevada

(NOTARY SEAL)

STATE OF NEVADA)
) **ss.**
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2007, by Beverly K. Bridges, as City Clerk of the City of Las Vegas, Nevada.

WITNESS my hand and official seal.

Notary Public for the State of Nevada

(NOTARY SEAL)

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2007 by
as _____ of The Howard Hughes Corporation.

WITNESS my hand and official seal.

Notary Public for the State of Nevada

(NOTARY SEAL)

APPENDIX I

VILLAGE 23A PROJECT LIST

Project No.	Project Name	Total Cost	Design Start	Construction Completion Date
1A	VILLAGE 23A SID Charleston Blvd - ROADWAY IMPROVEMENTS Desert Foothills Drive to Bridge at Red Rock Detention Basin	\$ 1,244,645	Complete	Complete
1B	VILLAGE 23A SID Charleston Blvd - STREET LIGHTS Desert Foothills Drive to Bridge at Red Rock Detention Basin	\$ 163,990	Complete	Complete
1C	VILLAGE 23A SID Charleston Blvd - FINAL PAVING Desert Foothills Drive to Bridge at Red Rock Detention Basin	\$ 59,225	Complete	Complete
2A	VILLAGE 23A SID Desert Sunrise Road - ROADWAY IMPROVEMENTS Desert Foothills Drive to Desert Moon Road	\$ 2,006,980	Complete	Complete
2B	VILLAGE 23A SID Desert Sunrise Road - STREET LIGHTS Desert Foothills Drive to Desert Moon Road	\$ 149,040	Complete	Complete
3A	VILLAGE 23A SID Paseo Flower Court - ROADWAY IMPROVEMENTS Desert Sunrise Road to Cul-de-sac End	\$ 145,015	Complete	Complete
3B	VILLAGE 23A SID Paseo Flower Court - STREET LIGHTS Desert Sunrise Road to Cul-de-sac End	\$ 36,225	Complete	Complete
4A	VILLAGE 23A SID Desert Moon Road - ROADWAY IMPROVEMENTS Desert Sunrise Road to Paseo Mist Drive	\$ 988,195	Complete	Complete
4B	VILLAGE 23A SID Desert Moon Road - STREET LIGHTS Desert Sunrise Road to Paseo Mist Drive	\$ 129,950	Complete	Complete
5A	VILLAGE 23A SID Paseo Mist Drive - ROADWAY IMPROVEMENTS Desert Foothills Drive to Desert Moon Road	\$ 432,515	Complete	Complete

Project No.	Project Name	Total Cost	Design Start	Construction Completion Date
5B	VILLAGE 23A SID Paseo Mist Drive - STREET LIGHTS Desert Foothills Drive to Desert Moon Road	\$ 41,630	Complete	Complete
6A	VILLAGE 23A SID Desert Moon Road - ROADWAY IMPROVEMENTS Collector Road to Desert Sunrise Road	\$ 447,465	Complete	Complete
6B	VILLAGE 23A SID Desert Moon Road - STREET LIGHTS Collector Road to Desert Sunrise Road	\$ 56,810	Complete	Complete
7A	VILLAGE 23A SID Fox Hill Drive - ROADWAY IMPROVEMENTS Desert Moon Road to Unit 1 Boundary	\$ 202,860	Complete	Complete
7B	VILLAGE 23A SID Fox Hill Drive - STREET LIGHTS Desert Moon Road to Unit 1 Boundary	\$ 23,230	Complete	Complete
8A	VILLAGE 23A SID Alta Drive - ROADWAY IMPROVEMENTS Desert Foothills Drive to Fox Hill Drive	\$ 954,615	Complete	December 09
8B	VILLAGE 23A SID Alta Drive - STREET LIGHTS Desert Foothills Drive to Fox Hill Drive	\$ 104,305	Complete	December 09
8C	VILLAGE 23A SID Alta Drive - FINAL PAVING Desert Foothills Drive to Fox Hill Drive	\$ 57,730	Complete	December 09
9A	VILLAGE 23A SID Paseo Breeze Drive - ROADWAY IMPROVEMENTS Fox Hill Drive to Unit 1 Boundary	\$ 347,760	Complete	December 09
9B	VILLAGE 23A SID Paseo Breeze Drive - STREET LIGHTS Fox Hill Drive to Unit 1 Boundary	\$ 74,865	Complete	December 09
10A	VILLAGE 23A SID Fox Hill Drive - ROADWAY IMPROVEMENTS Unit 1 Boundary to Alta Drive	\$ 812,015	Complete	December 09
10B	VILLAGE 23A SID Fox Hill Drive - STREET LIGHTS Unit 1 Boundary to Alta Drive	\$ 97,060	Complete	December 09
11A	VILLAGE 23A SID Alta Drive - ROADWAY IMPROVEMENTS	\$ 443,900	Complete	December 09

Project No.	Project Name	Total Cost	Design Start	Construction Completion Date
	Fox Hill Drive to Collector Road			
11B	VILLAGE 23A SID Alta Drive - STREET LIGHTS Fox Hill Drive to Collector Road	\$ 132,595	Complete	December 09
11C	VILLAGE 23A SID Alta Drive - FINAL PAVING Fox Hill Drive to Collector Road	\$ 47,955	Complete	December 09
12A	VILLAGE 23A SID Collector Road - ROADWAY IMPROVEMENTS Charleston Blvd to Desert Moon Road	\$ 273,355	Complete	December 09
12B	VILLAGE 23A SID Collector Road - STREET LIGHTS Charleston Blvd to Desert Moon Road	\$ 58,995	Complete	December 09
12C	VILLAGE 23A SID Collector Road - FINAL PAVING Charleston Blvd to Desert Moon Road	\$ 21,965	Complete	December 09
13A	VILLAGE 23A SID Collector Road - ROADWAY IMPROVEMENTS Desert Moon Road to Alta Drive	\$ 502,665	Complete	December 09
13B	VILLAGE 23A SID Collector Road - STREET LIGHTS Desert Moon Road to Alta Drive	\$ 88,780	Complete	December 09
13C	VILLAGE 23A SID Collector Road - FINAL PAVING Desert Moon Road to Alta Drive	\$ 26,795	Complete	December 09
14	VILLAGE 23A SID Utility Interconnects - Parcels "A", "D", "I", "M" and "ES-1"	\$ 576,495	Complete	December 09
15	VILLAGE 23A SID 3550 Zone Waterline V23A along Collector Road from Desert Moon Road to Alta Drive	\$ 234,830	Complete	Complete
16	VILLAGE 23A SID 3550 Zone Waterline V23A/23B along Alta Drive from Collector Road to Fox Hill Drive	DELETED	Complete	
17	VILLAGE 23A SID 3550 Zone Waterline V23B Interior Roads - Loop "B" and Link Road	\$ 288,075	Complete	Complete

Project No.	Project Name	Total Cost	Design Start	Construction Completion Date
18	VILLAGE 23A SID 3665 Zone Waterline V23B/25 along Far Hills Avenue from Reservoir to Loop "B" Road	\$ 426,880	Complete	Complete
19	VILLAGE 23A SID 3665 Zone Waterline along V23B/28 Collector Road from Alta Drive to Loop "B" Road and along Loop "B" Road and Fox Hill Drive to Far Hills Avenue	\$ 395,255	Complete	Complete
<i>SUBTOTAL - NEW PROJECTS</i>		<i>\$ 12,094,665</i>		

AGENDA SUMMARY PAGE

RECOMMENDING COMMITTEE MEETING OF: NOVEMBER 20, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

Consent Discussion

SUBJECT:

NEW BILL:

Bill No. 2007-66 - Repeals Ordinance No. 5916, pertaining to the creation of Special Improvement District No. 811 - Summerlin Village 24. Proposed by: Bradford R. Jerbic, City Attorney

Fiscal Impact

No Impact

Augmentation Required

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The Howard Hughes Corporation has postponed the development of Summerlin Village 24 and has made a request to terminate all proceedings relating to the district. A Termination and Release Agreement with the Howard Hughes Corporation in connection with the district proceedings will be executed and recorded upon Council's approval of this item.

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

1. Bill No. 2007-66
2. Termination and Release Agreement

Motion made by RICKI Y. BARLOW to Approve as a Do Pass

Passed For: 2; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, RICKI Y. BARLOW; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

COUNCILWOMAN TARKANIAN declared the Public Hearing open.

MIKE THOMPSON, Public Works Department, stated this bill pertained to an already approved improvement district. He explained that the owner had requested the assessments be postponed on the property and Items 7 and 8 needed to be repealed in order to meet that request. He recommended approval.

COUNCILWOMAN TARKANIAN declared the Public Hearing closed.

Summary – An ordinance repealing Ordinance No. 5916, which created the City of Las Vegas, Nevada, Special Improvement District No. 811 (Summerlin Village 24); approving a Termination and Release Agreement with the Howard Hughes Corporation in connection therewith; and providing other matters related thereto.

BILL NO. 2007-66

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 5916, WHICH CREATED THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 811 (SUMMERLIN VILLAGE 24); APPROVING A TERMINATION AND RELEASE AGREEMENT WITH THE HOWARD HUGHES CORPORATION IN CONNECTION THEREWITH; AND PROVIDING OTHER MATTERS RELATED THERETO.

WHEREAS, in March 2007, the City Council (the “Council”) of the City of Las Vegas (the “City”), in the State of Nevada, received a petition from the Howard Hughes Corporation (the “Developer”) requesting the Council to initiate the formation of a special improvement district to be designated as the City of Las Vegas, Nevada, Special Improvement District No. 811 (Summerlin Village 24) (the “District”); and

WHEREAS, the Council has previously adopted and approved Ordinance No. 5916 (the “Creation Ordinance”), which created the District for the purpose of acquiring and improving various public improvements, and

WHEREAS, the Developer has requested the Council to terminate all proceedings relating to the District and to repeal the Creation Ordinance; and

WHEREAS, there is currently on file with the City Clerk the proposed form of a Termination and Release Agreement by and between the City and the Developer (the “Termination Agreement”) which will, among other things, terminate the Development and Financing Agreement dated June 20, 2007 by and between the City and the Developer (the “Financing Agreement”) and release the lien of the Financing Agreement and the assessments against the property in the District.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS, IN THE STATE OF NEVADA, DOES ORDAIN:

Section 1. This ordinance shall be known as and may be cited by the short title "District No. 811 Repealing Creation Ordinance" (this "Ordinance").

Section 2. The Creation Ordinance is hereby repealed in its entirety and, upon the effective date of this Ordinance, shall no longer be of any legal force or effect.

Section 3. The Termination Agreement is hereby approved and the officers and employees of the City are hereby authorized and directed to execute and deliver the Termination Agreement as required by this Ordinance.

Section 4. All actions, proceedings and matters previously taken, had and done by the Council and the officers of the City (not inconsistent with the provisions of this Ordinance), concerning the termination of the District are hereby, ratified, approved and confirmed.

Section 5. All ordinances, resolutions, bylaws and orders, or parts thereof, in conflict with the provisions of this Ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw or order, or part thereof, previously repealed.

Section 6. 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 REPEALING ORDINANCE NO. 5916, WHICH CREATED THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 811 (SUMMERLIN VILLAGE 24); APPROVING A TERMINATION AND RELEASE AGREEMENT WITH THE HOWARD HUGHES CORPORATION IN CONNECTION THEREWITH; AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-numbered and entitled proposed Ordinance are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, at her office in City Hall, 400 Stewart Avenue, Las Vegas, Nevada, and that such Ordinance was proposed November 7, 2007, and will be considered for adoption at the a regular meeting of the City Council of the City of Las Vegas held on November 21, 2007.

/s/ BEVERLY K. BRIDGES, CMC
City Clerk

(End of Form of Publication of Notice of Deposit of An Ordinance)

Section 7. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published once by its title only, together with the names of the Council members voting for or against its passage, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having a general circulation in the City, such publication to be in substantially the following form:

(Form of Publication of Adoption of Ordinance)

ORDINANCE NO. _____

(of Las Vegas, Nevada)

AN ORDINANCE REPEALING ORDINANCE NO. 5916, WHICH CREATED THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 811 (SUMMERLIN VILLAGE 24); APPROVING A TERMINATION AND RELEASE AGREEMENT WITH THE HOWARD HUGHES CORPORATION IN CONNECTION THEREWITH; AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that such Ordinance was proposed on November 7, 2007, and was passed at the meeting held on November 21, 2007, 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 __ day of November, 2007, 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 November __, 2007.

/s/ OSCAR B. GOODMAN
Mayor

Attest:

/s/ BEVERLY K. BRIDGES, CMC
City Clerk

(End of Form of Publication)

Section 8. If any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

OSCAR B. GOODMAN, Mayor

(SEAL)

Attest:

BEVERLY K. BRIDGES, CMC,
City Clerk

Approved as to Form:

10-25-07 *Vallteed*
Date Deputy City Attorney

This Ordinance shall be in full force and effect from and after November __, 2007, i.e., the date after the publication of such ordinance by its title.

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

I, Beverly K. Bridges, CMC, the duly chosen, qualified and acting 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 at the meeting of the City Council of the City (the "Council") on November 7, 2007 and finally adopted and approved on November 21, 2007.

2. The following members of the Council were present at the November 7, 2007 Council meeting:

Mayor:	Oscar B. Goodman
Councilmembers	Gary Reese
	Larry Brown
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow

Those Absent: _____

3. The foregoing Ordinance was first proposed and read by title to the Council on November 7, 2007, and referred to a committee composed of _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on November 21, 2007, which was a regular meeting of said Council; that at said regular meeting, the proposed Ordinance was again read by title to the Council and adopted. The members of the Council were present at the November 21, 2007 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:

Mayor:	Oscar B. Goodman
Councilmembers	Gary Reese
	Larry Brown
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow

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 the City Clerk, 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 November 7 and November 21, 2007. Pursuant to Section 241.020, Nevada Revised Statutes, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three 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, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

- (i) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada
- (ii) City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada
- (iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada
- (iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

and

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

6. A copy of such notice so given of the meeting of the Council on November 7, 2007 is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the Council on November 21, 2007 is attached to this certificate as Exhibit B.

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

8. A copy of the affidavit of publication of notice of deposit of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

9. Upon request, the Council, 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 Council 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 November __, 2007.

BEVERLY K. BRIDGES, City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of November 7, 2007 Meeting)

EXHIBIT B

(Attach Copy of Notice of November 21, 2007 Meeting)

EXHIBIT C

**(Attach Affidavit of Publication of Notice of Deposit of
the Ordinance)**

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

When Recorded, Return To:
Scott W Shaver
Swendseid & Stern
3960 Howard Hughes Parkway
Suite 500
Las Vegas, NV 89169

TERMINATION AND RELEASE AGREEMENT

CONCERNING

CITY OF LAS VEGAS, NEVADA
SPECIAL IMPROVEMENT DISTRICT NO. 811 (SUMMERLIN VILLAGE 24)

BETWEEN

THE CITY OF LAS VEGAS, NEVADA

AND

THE HOWARD HUGHES CORPORATION

TERMINATION AND RELEASE AGREEMENT

This Termination and Release Agreement (the "Termination Agreement") between **CITY OF LAS VEGAS, NEVADA** (the "City"), a municipal corporation and political subdivision of the State of Nevada (the "State") and **THE HOWARD HUGHES CORPORATION**, a Delaware corporation (the "Developer") is made and entered into as of November ____, 2007.

W I T N E S S E T H:

WHEREAS, the City Council of the City (the "Council") has previously adopted Ordinance No. 5916 (the "Creation Ordinance") creating the City of Las Vegas, Nevada Special Improvement District No. 811 (Summerlin Village 24) (the "District") for the purpose of acquiring and improving a street project, storm sewer project, sanitary sewer project and water project (collectively, the "Project"); and

WHEREAS, in connection with the creation of the District and pursuant to Chapter 271, Nevada Revised Statutes, the City and the Developer entered into a Development and Financing Agreement (the "Agreement") dated as of June 20, 2007; and

WHEREAS, the Developer has requested the Council to terminate all proceedings relating to the District and to repeal the Creation Ordinance and Ordinance No 5917, which levied assessments against the properties in the District to finance the costs of the Project (the "Assessment Ordinance"); and

WHEREAS, the City and the Developer wish to terminate the Agreement in its entirety; and

WHEREAS, Section 3.11 of the Agreement provides that the Agreement may be modified by the parties thereto by a written instrument signed and acknowledged by each party and recorded with the County Recorder of Clark County.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. The Agreement is hereby terminated in its entirety. Upon the execution and delivery of this Termination Agreement by the City and the Developer, the Agreement shall no longer be of any legal force or effect.

Section 2 The lien against the properties in the District which was created pursuant to the Assessment Ordinance and the proceedings related thereto is hereby released.

Section 3. This Termination 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.

Section 4. The persons executing this Termination Agreement hereby state and acknowledge that they are authorized and empowered to do so on behalf of the party so designated.

Section 5 Upon execution and delivery of this Termination Agreement by the City and the Developer, it shall be recorded with the County Recorder of Clark County.

Section 6 The execution and delivery of this Termination Agreement shall not terminate, in whole or in part, the Deposit and Reimbursement Agreement by and between the City and the Developer dated as of December 18, 2006 relating to the District.

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

CITY OF LAS VEGAS, NEVADA

Mayor

(SEAL)

City Clerk

THE HOWARD HUGHES CORPORATION

By: _____
Title: _____

STATE OF NEVADA)
) **ss.**
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2007, by Oscar B. Goodman, as Mayor of the City of Las Vegas, Nevada.

WITNESS my hand and official seal.

Notary Public for the State of Nevada

(NOTARY SEAL)

STATE OF NEVADA)
) **ss.**
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2007, by Beverly K. Bridges, CMC, as City Clerk of the City of Las Vegas, Nevada.

WITNESS my hand and official seal.

Notary Public for the State of Nevada

(NOTARY SEAL)

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2007, by
_____, as _____ of The Howard Hughes Corporation.

WITNESS my hand and official seal.

Notary Public for the State of Nevada

(NOTARY SEAL)

AGENDA SUMMARY PAGE

RECOMMENDING COMMITTEE MEETING OF: NOVEMBER 20, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

Consent Discussion

SUBJECT:

NEW BILL:

Bill No. 2007-67 - Repeals Ordinance No. 5917, pertaining to the levy of assessments of Special Improvement District No. 811 – Summerlin Village 24. Proposed by: Bradford R. Jerbic, City Attorney

Fiscal Impact

No Impact

Augmentation Required

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

The Howard Hughes Corporation has postponed the development of Summerlin Village 24 and has made a request to terminate all proceedings relating to the district.

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. 2007-67

Motion made by RICKI Y. BARLOW to Approve as a Do Pass

Passed For: 2; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, RICKI Y. BARLOW; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

COUNCILWOMAN TARKANIAN declared the Public Hearing open.

MIKE THOMPSON, Public Works Department, reiterated his comments from Item 7 and recommended approval.

COUNCILWOMAN TARKANIAN declared the Public Hearing closed.

Summary – An ordinance repealing Ordinance No. 5917, which levied assessments within the City of Las Vegas, Nevada, Special Improvement District No. 811 (Summerlin Village 24), and providing other matters related thereto.

BILL NO. 2007-67

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 5917, WHICH LEVIED ASSESSMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 811 (SUMMERLIN VILLAGE 24); RELEASING THE LIEN CREATED BY ORDINANCE NO. 5917; AND PROVIDING OTHER MATTERS RELATED THERETO.

WHEREAS, in March 2007, the City Council (the “Council”) of the City of Las Vegas (the “City”), in the State of Nevada, received a petition from the Howard Hughes Corporation (the “Developer”) requesting the Council to initiate the formation of a special improvement district to be designated as the City of Las Vegas, Nevada, Special Improvement District No. 811 (Summerlin Village 24) (the “District”); and

WHEREAS, the Council has, pursuant to an ordinance duly adopted, created the District for the purpose of acquiring certain public improvements (the “Project”); and

WHEREAS, the Council has adopted and approved Ordinance No. 5917 (the “Assessment Ordinance”), which levied assessments against the property in the District to finance the costs of the Project, and

WHEREAS, the Developer has requested the Council to terminate all proceedings relating to the District and to repeal the Assessment Ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS, IN THE STATE OF NEVADA, DOES ORDAIN:

Section 1. This ordinance shall be known as and may be cited by the short title “District No. 811 Repealing Assessment Ordinance” (this “Ordinance”).

Section 2. The Assessment Ordinance is hereby repealed in its entirety and, upon the effective date of this Ordinance, shall no longer be of any legal force or effect.

Section 3. The lien against the properties in the District which was created by the Assessment Ordinance is hereby released and terminated. The City Clerk is hereby directed

to deliver to the Clark County Assessor, the Clark County Recorder and the City Treasurer of the City, a copy of this Ordinance as evidence of the release of lien created by the Assessment Ordinance.

Section 4. All actions, proceedings and matters previously taken, had and done by the Council and the officers of the City (not inconsistent with the provisions of this Ordinance), concerning the termination of the District are hereby, ratified, approved and confirmed.

Section 5. All ordinances, resolutions, bylaws and orders, or parts thereof, in conflict with the provisions of this Ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw or order, or part thereof, previously repealed.

Section 6. 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 REPEALING ORDINANCE NO. 5917, WHICH LEVIED ASSESSMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 811 (SUMMERLIN VILLAGE 24); RELEASING THE LIEN CREATED BY ORDINANCE NO. 5917; AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-numbered and entitled proposed Ordinance are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, at her office in City Hall, 400 Stewart Avenue, Las Vegas, Nevada, and that such Ordinance was proposed November 7, 2007, and will be considered for adoption at the a regular meeting of the City Council of the City of Las Vegas held on November 21, 2007.

/s/ BEVERLY K. BRIDGES, CMC
City Clerk

(End of Form of Publication of Notice of Deposit of An Ordinance)

Section 7. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published once by its title only, together with the names of the Council members voting for or against its passage, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having a general circulation in the City, such publication to be in substantially the following form:

(Form of Publication of Adoption of Ordinance)

ORDINANCE NO. _____

(of Las Vegas, Nevada)

AN ORDINANCE REPEALING ORDINANCE NO. 5917, WHICH LEVIED ASSESSMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 811 (SUMMERLIN VILLAGE 24); RELEASING THE LIEN CREATED BY ORDINANCE NO. 5917; AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that such Ordinance was proposed on November 7, 2007, and was passed at the meeting held on November 21, 2007, 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 __ day of November, 2007, 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 November __, 2007.

/s/ OSCAR B. GOODMAN
Mayor

Attest:

/s/ BEVERLY K. BRIDGES, CMC
City Clerk

(End of Form of Publication)

Section 8. If any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

OSCAR B. GOODMAN, Mayor

(SEAL)

Attest:

BEVERLY K. BRIDGES, CMC,
City Clerk

Approved as to Form:

10-25-07 *V. J. Steed*
Date Deputy City Attorney

This Ordinance shall be in full force and effect from and after November __, 2007, i.e., the date after the publication of such ordinance by its title.

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

I, Beverly K. Bridges, CMC, the duly chosen, qualified and acting 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 at the meeting of the City Council of the City (the "Council") on November 7, 2007 and finally adopted and approved on November 21, 2007.

2. The following members of the Council were present at the November 7, 2007 Council meeting:

Mayor:	Oscar B. Goodman
Councilmembers	Gary Reese
	Larry Brown
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow

Those Absent:

3. The foregoing Ordinance was first proposed and read by title to the Council on November 7, 2007, and referred to a committee composed of _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on November 21, 2007, which was a regular meeting of said Council; that at said regular meeting, the proposed Ordinance was again read by title to the Council and adopted. The members of the Council were present at the November 21, 2007 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:

Mayor:	Oscar B. Goodman
Councilmembers	Gary Reese
	Larry Brown
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow

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 the City Clerk, 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 November 7 and November 21, 2007. Pursuant to Section 241.020, Nevada Revised Statutes, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three 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, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

- (i) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada
- (ii) City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada
- (iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada
- (iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

and

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

6. A copy of such notice so given of the meeting of the Council on November 7, 2007 is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the Council on November 21, 2007 is attached to this certificate as Exhibit B.

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

8. A copy of the affidavit of publication of notice of deposit of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

9. Upon request, the Council, 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 Council 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 November __, 2007.

BEVERLY K. BRIDGES, City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of November 7, 2007 Meeting)

EXHIBIT B

(Attach Copy of Notice of November 21, 2007 Meeting)

EXHIBIT C

**(Attach Affidavit of Publication of Notice of Deposit of
the Ordinance)**

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

AGENDA SUMMARY PAGE

RECOMMENDING COMMITTEE MEETING OF: NOVEMBER 20, 2007

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

Consent Discussion

SUBJECT:

NEW BILL:

Bill No. 2007-68 – Updates the zoning regulations that govern off-premise signs. Sponsored by: Mayor Oscar B. Goodman

Fiscal Impact

No Impact

Augmentation Required

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This bill provides certain protections for existing off-premise signs and sign locations. It also provides clarification regarding the permitting of signs and updates the treatment of permitted sign embellishments. The bill reflects elements of a compromise agreement with certain billboard industry representatives resulting from legislation they sought during the last session of the Nevada Legislature. The bill is not a consensus bill; the Council will hear requests for changes from industry representatives, as well as the recommendations made by the Planning Commission.

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. 2007-68

Motion made by RICKI Y. BARLOW to Approve as a Do Pass

Passed For: 2; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, RICKI Y. BARLOW; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

COUNCILWOMAN TARKANIAN declared the Public Hearing open.

CHRIS KNIGHT, Director of Administrative Services, gave a brief history and update on the ordinance. He explained that it was the result of the 2007 State legislative session where

RECOMMENDING COMMITTEE MEETING OF: NOVEMBER 20, 2007

attempts had been made to amend billboard legislation. He noted the State had granted the Mayor's request to let the billboard industry work locally with the City. He stated that at the meeting between the City and principals of the industry, the industry expressed their three objectives: consistent review periods, the ability to maintain non-conforming status of existing billboards and the ability to raise billboards over soundwalls to maintain visibility. He pointed out the City's objectives were to fulfill the City's obligation to the State legislature to negotiate with the billboard industry in good faith and to resolve issues and to maintain the Council's ability to make decisions on land-use entitlements with regard to billboards. Pointing out the industry had been able to speak with one voice, MR. KNIGHT noted the City had been able to draft an ordinance with major changes. The proposed establishment of a 5 year review for all billboards had resulted in some issues as that limit would exceed the term of the Councilmembers and changing circumstances in the City could warrant more frequent reviews.

MR. KNIGHT informed the Councilmembers that on September 13, the ordinance had been presented to the Planning Commission which had recommended a 3 year review and the ability for some billboards within close proximity to soundwalls be administratively approved.

MR. KNIGHT pointed out the problems related to the retention of non-conforming use status for billboards. He noted that, regardless of the reason for the non-conforming use, if the industry wanted to upgrade that billboard, they wanted the ability to retain that status and the City had agreed to that request. He stated that the industry had also experienced issues relating to final inspections as the existing process was inconsistent and problematic and noted that a process has been developed to expedite that process. He listed other changes which addressed embellishments and established the limits for them. MR. KNIGHT suggested that the request seemed reasonable as other communities currently allow embellishments.

MR. KNIGHT explained that the biggest issues had arisen regarding non-conforming billboards. The City's solution had established a 90 day clock to remove and replace those billboards. If the billboard was not replaced within that time period, the ability to put it back up would be lost. MR. KNIGHT further explained that non-conforming status runs with the land, resulting in an issue regarding who had the ability to take a billboard down, the billboard company or the property owner.

MR. KNIGHT stated that the City Attorney's Office supported the position that the ability to replace a non-conforming billboard was a free market issue and should not be up to the City to determine. He pointed out the ordinance states "owners" of the billboard to apply for the ability to replace it while Planning Commission preferred the word "applicants".

After meeting with MAYOR GOODMAN on 10/4/2007, MR. KNIGHT stated that agreement had been reached that the section dealing with removal and replacement of non-conforming billboards would be removed and reworked. The billboard industry was encouraged to come to a consensus on the replacement of non-conforming billboards by the end of January 2008.

MR. KNIGHT clarified that the ordinance in its present form would satisfy the City's obligation to the State legislation. He noted the many options for addressing this bill, accepting the

RECOMMENDING COMMITTEE MEETING OF: NOVEMBER 20, 2007

ordinance as presented, taking a side on the billboard replacement issue or removing that issue altogether. He pointed out that SENATOR WARREN HARDY had expressed his support for the City coming to some resolution on this issue. MR. KNIGHT echoed that suggestion, emphasizing that it would be more appropriate to address billboards on a local level rather than a State level.

COUNCILWOMAN TARKANIAN pointed out that SENATOR HARDY'S letter expressed support for the whole ordinance and MR. KNIGHT emphasized SENATOR HARDY'S belief that billboards should be regulated at the local level.

In response to COUNCILWOMAN TARKANIAN'S question, MR. KNIGHT confirmed that the City had agreed to embellishments with text.

COUNCILWOMAN TARKANIAN observed that the City had invested a significant amount of time working with the billboard industry and wondered what the City had received in exchange for the concessions given to the industry. MR. KNIGHT could not confirm that a compromise had been reached, explaining that the intention had been to protecting the City's interests by being able to say yes or no to billboards.

COUNCILWOMAN TARKANIAN expressed her disappointment in the process of developing the ordinance and expressed her doubts in the ability of the billboard industry to come to a consensus by January. MR. KNIGHT reiterated that the Council has the ability to remove any part of the ordinance with which they are uncomfortable.

JAY BROWN, 520 South 4th Street, expressed his appreciation with the amount of time that staff has spent on this matter. Regarding the issue addressing what the property owner can do with a non-conforming billboard, he suggested that another use permit should not be required. MR. BROWN stated he had spoken publicly with the MAYOR who had asked that the first three issues be discussed and the remaining issue be set aside until February. He added that some of his clients were ready to move forward on the ordinance with the inclusion of a solution for the upgraded, non-conforming billboard issue, but were willing to wait if the Council so desired.

PAUL LARSEN, 300 South 4th Street, appeared on behalf of Clear Channel. He expressed his agreement with the results agreed upon by the City and the billboard industry on the three points the State Legislature had asked be addressed. With regard to the issue of upgrading existing non-conforming billboards, he stated his clients wanted some guarantee that the capital investment in the upgraded board would be recouped. He expressed his clients' concern with the last minute departure from the ordinance which suggested that the property owner should have control over the billboard. He stated the compromise reached in the Mayor's office, that this issue should be handled in another ordinance, was the best way to address this situation. He asked that the Recommending Committee not delay the compromise legislation and implement the agreement reached in the Mayor's office. With regard to the issue of upgrading existing non-conforming billboards, he stated his clients wanted some guarantee that the capital investment in

RECOMMENDING COMMITTEE MEETING OF: NOVEMBER 20, 2007

the upgraded board would be recouped.

MR. LARSEN expressed his support of this ordinance, pointing out it represented consensus and a lot of hard work by staff. He noted the City benefits by preserving its ability to continue to regulate the boards and acknowledged the industry asking, in exchange for the ability to raise billboards above Public Works projects like sound walls, for the ability to maintain the non-conforming status of some billboards and for consistent reviews periods for better business planning.

COUNCILWOMAN TARKANIAN requested that MR. LARSEN clarify what he meant by the City clearly articulating its objectives and he explained that during the drafting process of the City's initial billboard ordinance, the City had not been clear in stating its objectives and appeared openly hostile to the industry. He stated that during the current billboard ordinance's drafting process, the City had been much clearer with the result of a billboard ordinance that both the City and the industry could support.

COUNCILWOMAN TARKANIAN observed the difficulties in removing an existing billboard and questioned the ability of the City to enforce billboard regulations when the industry constantly challenge the City's attempts to remove a billboard. MR. LARSEN noted that the checks and balance process was the result of democracy and that a decision regarding billboards would eventually be reached by the courts.

CHRIS KAEMPFER, 3800 Howard Hughes Parkway, appeared on behalf of Lamar Outdoor Advertising. He observed that, generally, legislation brought forward by a particular industry tends to protect that industry. In this case, the ordinance protects the billboard industry rather than the property owners. He questioned the motivations of the billboard companies claiming their efforts would protect the property owners. MR. KAEMPFER acknowledged that the property owner counts, but pointed out that was not the issue being brought forth in this provision. MR. KAEMPFER emphasized the consensus on the first three points and expressed his confidence that a resolution could be reached on the last point. He encouraged the Recommending Committee to move forward on the three non-contested points, which would allow the City and the industry to meet their obligations to the State Legislature.

TEDDY RUSSELL, Las Vegas resident, expressed his support for allowing the ordinance to move forward with the three non-contested points. He also stated his confidence in the ability of the industry and the City to overcome the last issue.

JOHN DAVID PERRIER, General Counsel for Orien, stated the industry had agreed to speak with one voice and had support for the ordinance as presented to the Recommending Committee, with the exception of the last issue. He concurred with MR. KAEMPFER'S suggestion that billboard legislation was intended to protect that industry, but pointed out that approving this ordinance would protect all interested parties.

COUNCILWOMAN TARKANIAN stated she had spoken with MAYOR GOODMAN who had not expressed much hope with the industry coming to a resolution.

RECOMMENDING COMMITTEE MEETING OF: NOVEMBER 20, 2007

COUNCILMAN BARLOW requested clarification regarding the permissible height of the billboards blocked by sound walls and expressed concern with the negative impact of the pole on a neighborhood. He also acknowledged that a billboard blocked by a sound wall would be of no benefit to anyone

COUNCILWOMAN TARKANIAN observed that homes in neighborhoods further away from the billboard would now be impacted due to the its increased height.

MR. KNIGHT clarified that the current State statute allows a billboard company the ability to go above sound abatement walls. He explained that the height limitation was a compromise between the City and the industry which would allow them to raise the billboard height without negatively impacting the quality of life for the residents. MR. KNIGHT noted that quality of life issues were part of the Council's consideration on billboard applications.

COUNCILMAN BARLOW requested clarification of the bill's time frame and suggested holding the item until February. MR. KNIGHT explained that it was not necessary to hold the entire bill due to the lack of consensus on a single issue. He emphasized that the last issue had not been raised as a concern during the State legislative session and that it made sense to move forward. He explained that approval of the bill would show the State legislature that the City had bargained, worked and amended the ordinance in good faith.

COUNCILWOMAN TARKANIAN observed that the State legislature would not reconvene until 2009 and MR. KNIGHT explained that the State legislature had requested results on this ordinance before the 2007 session had ended.

MR. KNIGHT informed COUNCILMAN BARLOW that the City keeps the State legislature updated on the progress of the bill. COUNCILMAN BARLOW pointed out that the State Legislature would not be formally informed until 2009.

In response to COUNCILWOMAN TARKANIAN'S question, MR. KNIGHT explained that a motion of Do Pass would allow the ordinance with its neutral stance on the fourth issue to be presented to the City Council.

COUNCILWOMAN TARKANIAN declared the Public Hearing closed.

1 **BILL NO. 2007-68**

2 **ORDINANCE NO. _____**

3 AN ORDINANCE TO UPDATE THE ZONING REGULATIONS THAT GOVERN OFF-PREMISE
4 SIGNS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

5 Sponsored by: Mayor Oscar B. Goodman

Summary: Updates the zoning regulations that
govern off-premise signs.

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

8 SECTION 1: Title 19, Chapter 14, Section 100, Subsection (B), of the Municipal
9 Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

10 (B) Special Use Permit Required.

11 (1) Except as otherwise provided in [Subsection (F)] Subsections (F), (G) and (H) of this
12 Section, a Special Use Permit is required for all off-premise signs prior to the construction, placement,
13 erection or modification of the sign in accordance with the requirements of this Chapter. A Special
14 Use Permit application shall be processed in accordance with Section 19.18.060. Furthermore, the
15 property owner(s), owner(s) of the structure or other [assignee] responsible person shall maintain in
16 force, at all times, a sign certificate for the sign in accordance with the requirements of this Chapter.

17 (2) The Special Use Permit requirement set forth in Paragraph (1) is in addition to and
18 independent of any locational provision or limitation contained in this Section. In determining
19 whether to approve or deny a Special Use Permit under this Section, the Planning Commission and
20 City Council may consider the aesthetic impact of the sign on the area and all other aspects of the
21 sign's compatibility with the surrounding area, including the existence or nonexistence of other
22 signage in the area. [The provisions of this Paragraph (2) are intended to reflect and reconfirm
23 existing standards and practice, rather than to impose a new or different standard.]

24 (3) In connection with the approval of a Special Use Permit under this Section, the
25 Planning Commission or City Council may impose a time limit on the approval or require a periodic
26 review of the sign as a condition of approval[.], provided that:

27 (a) In the case of a time limit, the limit is not less than five years; and

28 (b) In the case of a periodic review, the review is not sooner than five years after

1 the approval.

2 (4) After conducting a review, the [Planning Commission or] City Council may require
3 removal of the sign if it is demonstrated that conditions in the surrounding area have changed in such
4 a manner that the sign no longer meets the standards established in Section 19.18.060(L).

5 SECTION 2: Title 19, Chapter 14, Section 100, Subsection (D), of the Municipal
6 Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7 (D) Additional Provisions.

8 (1) All structural elements of an off-premise sign to which the display panels are attached
9 shall be screened from view. Display surface panels which are removed for the purpose of changing
10 the advertising message shall be replaced within thirty days with display panels containing a new
11 advertising message or uniformly painted blank panels.

12 (2) All off-premise signs shall be detached and permanently secured to the ground and
13 shall not be located on property used for residential purposes.

14 (3) For any off-premise sign that is proposed within six hundred sixty feet of any highway
15 classified by the State of Nevada as part of the interstate or primary highway system, a State of Nevada
16 sign permit shall be obtained and a copy attached to the application prior to the issuance of a
17 construction permit or sign certificate by the City.

18 (4) No sign certificate shall be issued for an individual off-premise sign unless and until
19 a site plan for the lot on which the sign will be erected has been submitted to and approved by the
20 Director. The site plan shall include the following:

- 21 (a) An accurate site plan of the lot, at the scale the Director requires;
- 22 (b) The location of buildings, parking lots, driveways and landscaped areas on the
23 lot;
- 24 (c) An accurate indication of the location of all existing and proposed off-premise
25 signs; and
- 26 (d) Drawings that allow the computation of the area and the height of any
27 off-premise signs and which indicate any sign characteristics such as illumination, embellishment
28 areas or moving parts.

1 (5) The permittee or holder of a sign certificate shall notify the Director in advance, by
2 letter or fax and pursuant to Section 19.18.050(F), of any [significant] change in the characteristics
3 of an off-premise sign, such as illumination, embellishment areas or moving parts, that are not shown
4 on the approved site plan, and shall provide any additional supplemental drawings as the Director may
5 require. Final approval of any changes under this Paragraph (5) shall be contingent upon final
6 construction inspection and approval by the Department of Building and Safety regarding structural
7 changes, including approval of any necessary electrical inspections. In the case of a proposed
8 embellishment, the proposal shall be processed as in the case of a Minor Site Development Plan
9 Review under Section 19.18.050(F), except that if the Director does not respond to the notice, within
10 ten business days following receipt thereof, regarding whether or not the embellishment complies with
11 this Chapter, the embellishment shall be deemed approved.

12 (6) No display panel or advertising message may be placed upon a new off-premise sign
13 structure until:

14 (1) The Department of Building and Safety has performed all necessary
15 final construction inspections of the structure and issued a certificate or other evidence of compliance
16 with applicable codes; or

17 (2) The applicant has obtained and filed with the City a certification by a
18 licensed professional engineer that the sign is structurally sound.

19 (7) Any illumination of an off-premise sign shall be in accordance with the applicable
20 standards and permit requirements of the City's Electrical Code and Administrative Code.

21 (8) With respect to existing signs for which no final construction inspection and approval
22 exists, the owner of the sign, upon notice from the City, shall, within thirty days, obtain either
23 construction inspection and approval by the City or structural certification, as those items are
24 described in Paragraph (6).

25 SECTION 3: Title 19, Chapter 14, Section 100, Subsection (C), Paragraph (4), of the
26 Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as
27 follows:

28 (4) No off-premise sign shall have a surface area greater than six hundred seventy-two

1 square feet, except that an embellishment of not to exceed five feet above the regular rectangular
2 surface of the sign may be added if the additional area contains no more than one hundred twenty-eight
3 square feet. Any embellishment may include lettering, text, numerals or images, but only to the extent
4 that such items do not exceed fifty percent of any linear side of the sign.

5 SECTION 4: Title 19, Chapter 14, Section 100, of the Municipal Code of the City of
6 Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto two new subsections,
7 designated respectively as Subsections (G) and (H), reading as follows:

8 (G) Modifications and Relocations of Signs Near Freeways.

9 (1) The Director shall have the authority to grant approval, by means of a Minor Site
10 Development Plan Review under Section 19.18.050(F), to do any of the following regarding an off-
11 premise sign within six hundred sixty feet of any highway classified by the State of Nevada as part of
12 the interstate or primary highway system, and no Special Use Permit or public hearing shall be
13 required in connection therewith:

14 (a) Adjust the height or angle of an off-premise sign to a height or angle that:

15 (i) Restores the visibility of the sign to the same or comparable visibility
16 as before the construction of a noise abatement or highway improvement project;

17 (ii) Is not more than forty-five feet above the noise abatement improvement
18 project, measured from the tallest point of the improvement project to the top of the sign; and

19 (iii) Is not more than sixty-five feet from the existing grade at the base of
20 the sign to the top thereof;

21 (b) Relocate a sign to another location on the same existing parcel in order to
22 achieve visibility that was obstructed by a noise abatement or highway improvement project;

23 (c) Reconstruct or make a structural modification to a sign, other than a
24 modification to allow a digital display, in compliance with the size limitations and other applicable
25 requirements of this Title; or

26 (d) Make a structural modification to allow a digital display on a sign that adjoins
27 a controlled-access freeway, in compliance with the size limitations and other applicable requirements
28 of this Title.

1 (2) Application for approval under this Subsection (G) shall require signatures by both the
2 property owner and the sign owner.

3 (3) Action by the Director under this Subsection (G) shall be subject to the appeal
4 provisions of Section 19.00.070(F) and those governing Minor Site Development Plan Reviews under
5 Section 19.18.050(F).

6 (4) In the case of an adjustment, relocation, reconstruction or modification that exceeds
7 the scope of the Director's authority under Paragraph (1) above, any approval by the City Council may
8 not be conditioned upon a required periodic review of the sign if a condition requiring a review was
9 not imposed when the sign was initially approved. Action by the City Council under this Paragraph
10 (4) will be pursuant to a Site Development Plan Review with a public hearing rather than by means
11 of the Special Use Permit process otherwise applicable. A sign approved by the City Council under
12 this Paragraph (4) shall maintain any nonconforming status it had immediately before such approval.

13 (5) In connection with an approval described in Paragraph (1) above, the applicant shall
14 have ninety days within which to submit detailed plans to the City and obtain all permits and
15 inspections. During that period:

16 (a) The use of the premises for an off-premise sign shall not be deemed
17 abandoned; and

18 (b) Any right to modify or replace the sign without a Special Use Permit
19 or without the imposition of a condition requiring a periodic review, as described in this Section, shall
20 continue undisturbed.

21 (H) Reconstruction of Nonconforming Signs Not Located Near Freeways.

22 (1) For signs that are not located within six hundred sixty feet of any highway classified
23 by the State of Nevada as part of the interstate or primary highway system and that are nonconforming,
24 no Special Use Permit hearing shall be required, but the reconstruction must first be approved by the
25 City Council pursuant to a Site Development Plan Review with a public hearing. Any approval by
26 the City Council may not be conditioned upon a required periodic review of the sign if a condition
27 requiring a review was not imposed when the sign was initially approved. A sign approved by the City
28 Council under this Paragraph (1) shall maintain the nonconforming status it had immediately before

1 such approval.

2 (2) Application for approval under this Subsection (H) shall require signatures by both the
3 property owner and the sign owner.

4 (3) In connection with an approval under this Subsection (H), the applicant shall have
5 ninety days within which to submit detailed plans to the City, obtain from the Department of Building
6 and Safety all construction-related permits and inspections, and obtain any necessary sign certificate
7 from the Planning and Development Department. During that period:

8 (a) The use of the premises for an off-premise sign shall not be deemed
9 abandoned; and

10 (b) Any right to modify or replace the sign without a Special Use Permit
11 or without the imposition of a condition requiring a periodic review, as described in this Section, shall
12 continue undisturbed.

13 SECTION 5: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of
14 Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the following term and its
15 corresponding definition:

16 "Embellishment" means a frame or bracket around the outside of a sign that is used to define the
17 boundaries of[, decorate, and/or] or hold the sign, [not including logos or words.] or an extension
18 around the outside of the sign that is used as decoration.

19 SECTION 6: For purposes of Section 2.100(3) of the City Charter, LVMC 19.14.100
20 and 19.20.020 are deemed to be subchapters rather than sections.

21 SECTION 7: If any section, subsection, subdivision, paragraph, sentence, clause or
22 phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or
23 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
24 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
25 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
26 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
27 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
28 invalid or ineffective.

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of _____, 2007, and referred to the following committee composed of
3 _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2007, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____
9 VOTING "NAY": _____
10 ABSENT: _____

11 APPROVED:

12
13 By _____
14 OSCAR B. GOODMAN, Mayor

15 ATTEST:
16 _____
17 BEVERLY K. BRIDGES, City Clerk
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AGENDA SUMMARY PAGE

RECOMMENDING COMMITTEE MEETING OF: NOVEMBER 20, 2007

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES

SUBJECT:

CITIZENS PARTICIPATION: Public comment during this portion of the agenda must be limited to matters within the jurisdiction of the committee. No subject may be acted upon by the committee 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

Minutes:

None.



AGENDA SUMMARY PAGE

RECOMMENDING COMMITTEE MEETING OF: NOVEMBER 20, 2007

DEPARTMENT: CITY CLERK

DIRECTOR: BEVERLY K. BRIDGES

Consent Discussion

SUBJECT:
ADJOURNMENT

Minutes:
Meeting adjourned at 5:11 p.m.

Respectfully submitted,

Carmel Viado
Carmel Viado

