

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>  
OCTOBER 14, 2008  
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. 2008-46 – Grants to Wiltel Communications, LLC a non-exclusive franchise for the purpose of installing, operating and maintaining a telecommunications service within the City, subject to and in accordance with the terms and conditions of the Franchise Agreement incorporated by reference into this Ordinance Proposed by: Mark R. Vincent, Director of Finance and Business Services
4. Bill No. 2008-47 – Revises and consolidates the review and approval procedures for signs within the Downtown Casino Overlay District, the Downtown Entertainment Overlay District, and the Las Vegas Boulevard Scenic Byway Overlay District, and establishes the Downtown Gateway Overlay District and the standards applicable thereto. Sponsored by: Mayor Oscar B. Goodman
5. Bill No. 2008-48 – Updates the notice requirements and approval procedures for vacating rights-of-way, easements and government patent reservations. Proposed by: Jorge Cervantes, Director of Public Works
6. Bill No. Z-2008-1 – Amends the City's Official Zoning Map Atlas by changing the zoning designations of certain parcels of land (nonresidential). Proposed by: M. Margo Wheeler, Director of Planning and Development
7. Bill No. Z-2008-2 – Amends the City's Official Zoning Map Atlas by changing the zoning designations of certain parcels of land (residential) Proposed by: M. Margo Wheeler, Director of Planning and Development

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# City of Las Vegas

8. **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.

9. **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: OCTOBER 14, 2008**

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**DEPARTMENT: CITY CLERK**  
**DIRECTOR: BEVERLY K. BRIDGES**

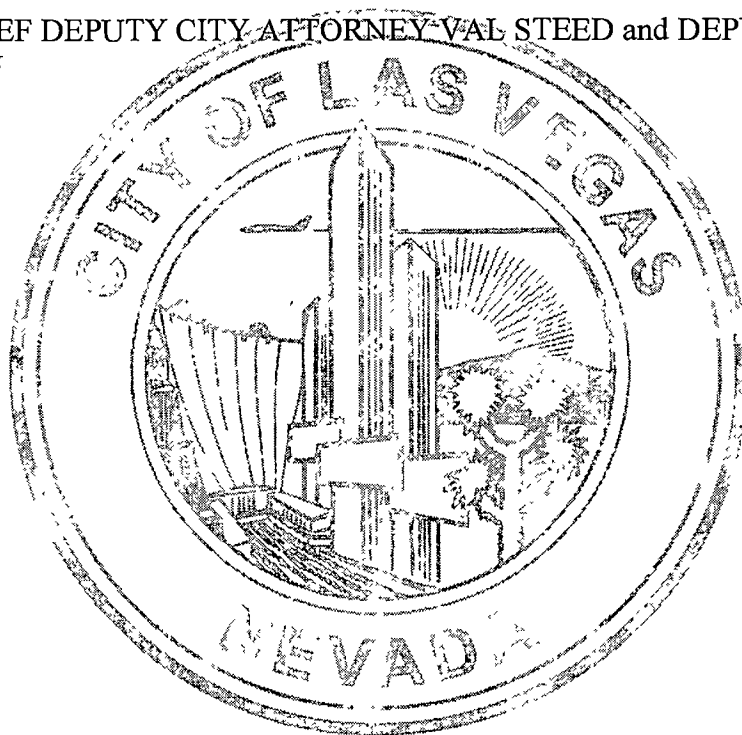
**SUBJECT:**  
**CALL TO ORDER**

Minutes:

COUNCILWOMAN TARKANIAN called the meeting to order at 4:03 p.m.

PRESENT: COUNCILMEMBERS TARKANIAN and BARLOW (via telephone conference)

Also Present: CHIEF DEPUTY CITY ATTORNEY VAL STEED and DEPUTY CITY CLERK  
LEAN COLEMAN



**AGENDA SUMMARY PAGE**

**RECOMMENDING COMMITTEE MEETING OF: OCTOBER 14, 2008**

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**DEPARTMENT: CITY CLERK**

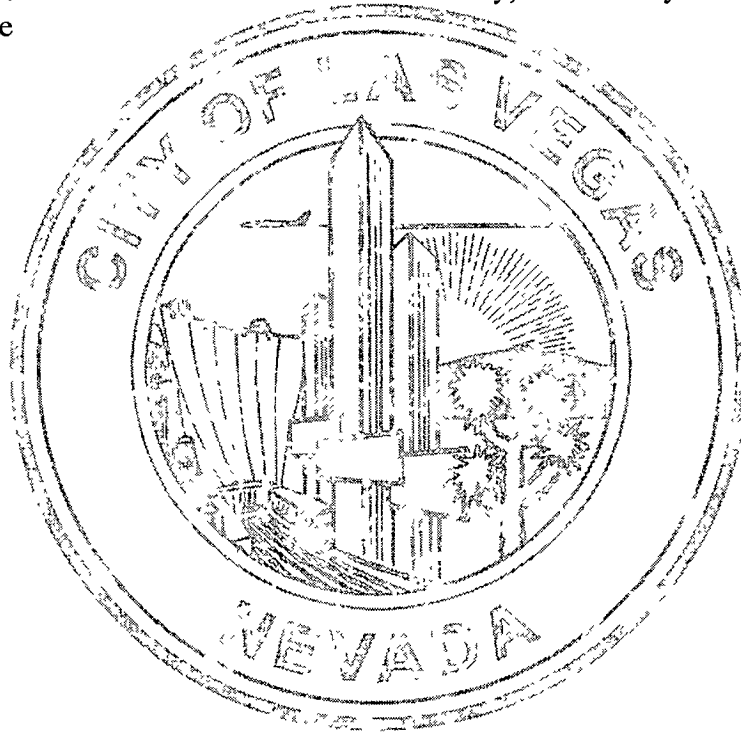
**DIRECTOR: BEVERLY K. BRIDGES**

**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: OCTOBER 14, 2008**

**DEPARTMENT: CITY ATTORNEY**

**DIRECTOR: BRADFORD R. JERBIC**

Consent  Discussion

**SUBJECT:**

Bill No. 2008-46 – Grants to Wiltel Communications, LLC a non-exclusive franchise for the purpose of installing, operating and maintaining a telecommunications service within the City, subject to and in accordance with the terms and conditions of the Franchise Agreement incorporated by reference into this Ordinance. Proposed by. Mark R. Vincent, Director of Finance and Business Services

**Fiscal Impact**

No Impact  Augmentation Required  
 Budget Funds Available

**Amount:**

**Funding Source:**

**Dept./Division:**

**PURPOSE/BACKGROUND:**

This bill will grant to Wiltel Communications, LLC a non-exclusive franchise for ten years, with an option to renew for five years, for the purpose of installing, operating and maintaining a telecommunications service within the City, subject to and in accordance with the terms and conditions of the Franchise Agreement incorporated by reference. The franchise will replace a Revocable Rights-of-Way Agreement that was entered into by the City and WILTEL's predecessor-in-interest in 1998.

**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. 2008-46
2. Franchise Agreement

Motion made by RICKI Y. BARLOW to Approve as 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:**

CHIEF DEPUTY CITY ATTORNEY VAL STEED explained that this is a franchise ordinance with the existing provider, Wiltel Communications, LLC (Wiltel). Wiltel has been using a city right-of-way under another agreement, which is due to expire. The ordinance will be a right-of-way agreement that will not include cell towers. Staff recommended approval.

1 **BILL NO. 2008-46**

2 **ORDINANCE NO. \_\_\_\_\_**

3 AN ORDINANCE GRANTING TO WITEL COMMUNICATIONS, LLC, A LIMITED LIABILITY  
4 COMPANY (WITEL) ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF  
5 DELAWARE AND AUTHORIZED TO DO BUSINESS IN NEVADA, A NON-EXCLUSIVE  
6 FRANCHISE FOR A TELECOMMUNICATIONS SERVICE WITHIN THE CORPORATE LIMITS  
OF THE CITY OF LAS VEGAS, SUBJECT TO AND IN ACCORDANCE WITH THAT CERTAIN  
FRANCHISE AGREEMENT ENTERED INTO BETWEEN THE CITY OF LAS VEGAS AND  
WITEL; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

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

Summary: Grants to Witel Communications,  
9 LLC a non-exclusive franchise for the purpose  
10 of installing, operating and maintaining a  
telecommunications service within the City,  
subject to and in accordance with the terms and  
conditions of the Franchise Agreement  
incorporated by reference into this Ordinance.

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

12 AS FOLLOWS:

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

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

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

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

6 PASSED, ADOPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

7 APPROVED:

8  
9 By \_\_\_\_\_  
10 OSCAR B. GOODMAN, Mayor

11 ATTEST:

12 \_\_\_\_\_  
13 BEVERLY K. BRIDGES, CMC  
City Clerk

14 APPROVED AS TO FORM:  
15 Val Steed 9-17-08  
16 \_\_\_\_\_ Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the  
2 \_\_\_\_ day of \_\_\_\_\_, 2008, 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 \_\_\_\_\_, 2008, 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:

12  
13 By \_\_\_\_\_  
14 OSCAR B. GOODMAN, Mayor

15 ATTEST:  
16  
17 \_\_\_\_\_  
18 BEVERLY K. BRIDGES, CMC  
19 City Clerk  
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28

# **FRANCHISE AGREEMENT**

**between**

**THE CITY OF LAS VEGAS**

**and**

**WITTEL COMMUNICATIONS, LLC**

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**FRANCHISE AGREEMENT**

This Franchise Agreement ("this Agreement") is executed to be effective the \_\_\_ day of \_\_\_\_\_, 2008, between the City of Las Vegas, a municipal corporation of the State of Nevada, ("the City") and Witel Communications, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("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 \_\_\_ day of \_\_\_\_\_, 2008, 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 \_\_\_ day of \_\_\_\_\_, 2008, and the \_\_\_ day of \_\_\_\_\_, 2008; 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: DEFINITIONS**

For purposes of this Agreement, the following terms, phrases, words and their derivations shall have the meanings given in this Section unless the context clearly requires otherwise. 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. "City Manager" means the City Manager appointed by the City Council, or his or her designee.
- D. "Code" means the official code of all of the City's ordinances of a general and permanent character, as may be adopted and amended by the City Council.
- E. "Company" means Wiltel Communications, LLC, a limited liability company organized and existing under the laws of the State of Delaware.
- F. "CPCN" means a Certificate of Public Convenience and Necessity issued by the Nevada Public Utilities Commission authorizing the holder thereof to provide Telecommunications Service within the City.
- G. "Facility" or "Facilities" means all antennae, poles, wires, cables, conduits, amplifiers, instruments, appliances, fixtures and other personal property used by any authorized

user of the Rights-of-Way for the provision of authorized services within the City.

H. **“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.

I. **“Gross Revenue”** means any and all intrastate retail revenue of 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.

J. **“Public Works Director”** or **“Director”** means the Director of the City’s Public Works Department, or his or her designee.

K. **“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

L. **“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.

M. **“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.

N. **“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 2: GRANT OF NON-EXCLUSIVE FRANCHISE; PRIOR AGREEMENT**

### **SUPERSEDED**

A. This Agreement shall supersede all prior agreements and understandings between the City and Company concerning Company’s rights to construct, install, operate and maintain Telecommunications Service Facilities in the Rights-of-Way, including the Revocable Rights-of-Way Agreement granted to Company’s predecessor-in-interest, Williams Communications, Inc., dated October 26, 1998.

B. 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.

C. 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.

D. This Franchise does not grant Company the right to provide any "video service" (as such term is defined in NRS 711.141) without a valid State-issued franchise for such service.

E. 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 use the Rights-of-Way or to operate a public utility.

### **SECTION 3: DURATION**

This Franchise is for a period of ten years from and after the effective date of this Agreement. If Company is in compliance with all material provisions of this Agreement, Company has the option of renewing this Franchise under the same terms and conditions of this Agreement for one additional period of five years by giving the City written notice of such renewal no later than 90 days prior to the expiration of the original 10-year term.

### **SECTION 4: COMPLIANCE WITH APPLICABLE LAWS**

Company shall at all times comply with all applicable Federal, State and local laws, rules and regulations concerning the provision of Telecommunications Service, including all applicable Federal Communications Commission and Nevada Public Utilities Commission rules, regulations and orders.

**SECTION 5: BUSINESS LICENSES, FEES AND TAXES**

A. At all times during which Company is authorized to provide Telecommunications Service within the City pursuant to a CPCN, Company shall maintain a valid unexpired business license specific to its Telecommunications Service business pursuant to Chapter 6.67 of the Code and pay all business license fees required by Chapter 6.67.

B In addition to the business license required by Subsection (A), Company shall maintain all other business licenses specific to any of Company's business activities other than those of providing Telecommunications Service, as such other business activities are specified in the Code. Company shall pay all license fees due from such other business activities separately from the payment of fees due for its Telecommunications Service business.

C. In addition to payment of the fees specified in Subsections (A) and (B), Company shall pay all lawful property taxes, ad valorem taxes and local improvement district assessments and all exactions, fees and charges that are generally applicable during Company's real property development or use as required by the Code.

D. 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 Company's obligations under this Agreement or applicable law, and such acceptance shall not preclude the City from later establishing that a larger amount was actually due or from collecting such balance.

**SECTION 6: FRANCHISE FEES**

A. If, notwithstanding the requirements of Section 5(A), Company fails at any time to maintain a business license or to pay the business license fees due under Chapter 6.67 of the Code, Company shall pay the City as a franchise fee (i.e., rent) for its use of the Rights-of-Way an aggregate amount equal to the amounts which otherwise would have been paid as Telecommunications Service business licensee fees.

B. The fees required to be paid pursuant to Subsection (A) 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.

C. 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 7: REVIEW AND AUDIT OF COMPANY'S RECORDS**

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 business license or 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 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 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 years. Company shall make Records available to the City for inspection and/or copying at a location in the City, upon thirty days notice from the City.

D. Upon request by the City, Company shall provide to the City copies of all papers filed by Company with any federal or state regulatory agency that pertain to Company's Facilities located in the City.

#### **SECTION 8: ADA REQUIREMENTS**

Company shall install all of its Facilities in the Rights-of-Way in a manner consistent with the Americans with Disabilities Act ("ADA"), including any reconstruction or modification of existing Facilities. Following notice by the City of an ADA violation or construction problem caused directly or indirectly by Company, Company shall, within thirty days or such other time as the Public Works Director reasonably determines to be appropriate, remedy the ADA violation or problem.

#### **SECTION 9: CONSTRUCTION PERMITS; EMERGENCY REPAIRS**

A. The City may require Company to obtain a construction, encroachment or occupancy permit for any work in the Rights-of-Way, may inspect any construction, installation, maintenance or repair work performed in the Rights-of-Way, and may charge a fee to issue such permit or to perform such inspection. The City shall act upon any request by Company for a permit no later than ten business days after the date on which the request is made.

B. If there is an emergency requiring immediate response work or repair in, on, under or over any Rights-of-Way, Company may begin such work or repair without first

obtaining a permit, provided that Company shall notify the Public Works Director as promptly as is reasonably possible after learning of the need for the emergency work, shall subsequently obtain any permit that otherwise would have been required for non-emergency work, shall pay all applicable fees for such permit, and shall restrict any work performed in the Rights-of-Way prior to obtaining a permit to emergency work and repairs.

C. The amount of any permit or inspection fee under this Section or Section 10 shall not exceed the actual costs incurred by the City in administering the process of issuing such permits and performing such inspections.

**SECTION 10: REQUIREMENTS BEFORE WORKING IN RIGHTS-OF-WAY**

Before Company may conduct underground work involving excavation, new construction or major relocation work in any Rights-of-Way that will block one or more lanes of motor vehicle traffic, Company shall:

A. Notify the City and comply with any special conditions relating to location, scheduling, coordination and public safety;

B. Apply for and obtain a permit from the Public Works Director;

C. Submit and obtain approval of a traffic barricade plan;

~~D. File maps and drawings showing the location of any construction or extension of its Facilities in the 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;~~

E. Participate in the "Call Before You Dig" program set forth in NRS Chapter 455, as amended, with regard to giving and receiving notice of the location of Facilities and excavations;

F. Pay all permit fees; and

G Provide security and proof of insurance as required in Sections 17 and 18.

**SECTION 11: INSTALLATIONS, EXCAVATIONS AND RESTORATIONS**

A. In using the Rights-of-Way for its Facilities, Company shall comply with the following requirements:

1. All construction work in the Rights-of-Way performed by or on behalf of Company shall be performed in a safe manner subject to the approval of the Public Works Director and in accordance with all applicable laws, rules, regulations and permitting requirements related to public safety or the use of the Rights-of-Way. When the public improvement designs prepared by Company are not covered by, or are not at least minimally compliant with, the improvement standards in Title 13 of the Code, plans and specifications for construction, reconstruction, installations and repairs of public improvements must bear the seal of a Nevada registered professional engineer.

2. Company shall not place any Facilities on, over or within the median portion of any boulevard or parkway without first having obtained the written permission of the Public Works Director.

3. 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 Public Works Director.

4. Company shall not attach any of its Facilities to any City-owned Facilities unless Company has entered into a written agreement with the City for the rights of attachment and use.

5. The City may require through any permitting process that any installations, excavations and restorations affecting street or lane closures shall, as often as practicable, be performed after 6:30 p.m. and before 6:00 a.m. No such work shall 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 performed in accordance with Section 9.

6. The City may 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; provided that, subject to City permitting processes and approvals, Company may otherwise control the scheduling of its projects consistent with this Agreement.

7. Whenever it is commercially reasonable to do so, Company shall use "trenchless" technology in the placement of its Facilities. Except in an emergency as specified in Section 9 above, Company shall, not less than seven working days prior to the commencement of any work by Company which involves excavation in any Rights-of-Way, notify the Public Works 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 shall provide advance notice so as not to disrupt services of the City or any other person or utility using any Rights-of-Way and to allow the City to place any inspector it may deem necessary at the site of the project

B. Company shall at all times take all reasonable precautions to minimize interruption to traffic flow, damage to property or creation of a hazardous condition.

C. After an excavation is made and after any excavation work is completed, Company shall, as soon as practicable, but not later than seventy-two hours, remove all surplus material; except that if the surplus material is blocking a public street or sidewalk, Company shall remove such material no later than twenty-four hours after the excavation is made or the excavation work is completed.

D. Company shall reconstruct, replace or restore any landscaping, street or alley, or any water, sewer, sanitary sewer, storm drainage, traffic signal or street light Facility, or any

other Facility of the City disturbed by Company, within thirty days of written notice by the City, to essentially the same condition as existed prior to disturbance by Company, as reasonably determined by the Public Works Director, consistent with specifications, requirements and regulations of the City in effect at the time of such restoration. Any such improvements so disturbed by Company shall be reconstructed, replaced or restored only under the supervision of City personnel. All costs incurred in surplus material removal and restoration, whether done with the City's work forces and equipment or otherwise, shall be paid by Company, including the cost of any inspectors the City may assign to the project.

## **SECTION 12: 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 Public Works Director and in accordance with any specifications adopted by the City governing the location of Facilities.

B. Whenever the City excavates or performs any work in the Rights-of-Way and such excavation or work may disturb but not require the removal or relocation of Company's Facilities, the City shall notify Company sufficiently in advance of the excavation or work to enable Company to take such measures as it may deem necessary to protect its Facilities from damage and inconvenience, or from injury or damage 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 this Section, in which case Company shall, upon request, furnish field markings to the City showing the location of all of its Facilities in the area involved in such proposed excavation or work.

C The City reserves all rights to:

1. Construct, install, maintain and operate any public improvement, work or

Facility, to do any work that the City may find desirable on, over or under any Rights-of-Way, and to construct, install, maintain and operate any public improvement, work or Facility,

2. 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; and

3. Require the removal or relocation of Company's Facilities in the Rights-of-Way as may reasonably be required after notice to Company, including but not limited to City projects for the installation of landscaping, or of water, sanitary sewer, storm drainage, traffic signal or street light Facilities, or of any road construction or reconstruction.

D. Company shall remove and relocate such Facilities within sixty 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.

E. Subject to Subsection (F), all costs directly attributable to removal or relocation of Company Facilities shall be paid by Company.

F. The City may require Company to relocate its Facilities to accommodate another Rights-of-Way user, if Company's and the other user's Facilities can both be located in the Rights-of-Way without interfering with Company's operations, subject to the following conditions:

1. The other user shall pay Company the costs of any relocation occasioned by the accommodation of such user.

2. Company shall remove and relocate its Facilities upon receipt of payment of Company's estimated costs from the other user

3. If Company's estimated costs do not cover all of Company's final costs of the removal or relocation, Company shall bill the other user for the balance of the costs

following completion of the above-described relocation work benefiting the other user, and the other user shall pay Company any balance due within thirty days of the billing statement.

4. If Company's estimated costs exceed Company's final costs of the removal or relocation, Company shall refund any overpayment to the other user within thirty days after completion of the work benefiting the other user.

G. When the City proposes to improve a Rights-of-Way, including but not limited to work related to streets, sidewalks, landscaping, traffic signalization, water lines, storm drainage or sanitary sewers, 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 such area. Company shall pay all costs of such underground placement. 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 on the City requiring all existing overhead communication and utility Facilities in such area be removed.

H. Nothing in this Section shall require Company to place its Facilities in ducts or conduits owned or leased by the City.

**SECTION 13: NO VESTED LOCATION RIGHTS; FACILITIES IN VACATED RIGHTS-OF-WAY**

Company shall not acquire any vested right or interest in any particular Rights-of-Way location for any of its Facilities constructed, operated or maintained in any existing or proposed Rights-of-Way, even though such location was approved by the City; provided that whenever the City vacates Rights-of-Way for the convenience or benefit of any person, the City shall preserve

Company's rights for any legally established, existing Facilities of Company in such vacated portion of the Rights-of-Way.

**SECTION 14: TEMPORARY AND EMERGENCY MOVEMENT OF FACILITIES**

A 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 object. The written notice shall detail the route of movement of the building, machinery or 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 object.

B. Whenever, in the case of an emergency, it becomes necessary to remove any of Company's Facilities, the City shall not be liable to Company for any charge, loss, damage, restoration cost or repair resulting from the emergency removal.

**SECTION 15: MAPS OF FACILITIES**

Company shall maintain on file maps and operational data pertaining to its operations in the Rights-of-Way, which the City may inspect at any time during normal business hours upon reasonable notice to Company. Upon request of the City, Company shall furnish to the Public Works Director, as soon as practical and without charge, current maps either in a hard-copy printed form or in the City's geographical information system 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 in the Rights-of-Way.

**SECTION 16: NOTIFICATION TO RESIDENTS OF CONSTRUCTION PROJECTS**

Except in the case of emergency work performed pursuant to Section 9, when Company is the initiator of a project in the Rights-of-Way along which residential yards are located that will result in the disruption of such yards or in the installation of new exposed surface facilities, Company shall give written notification to residents who are located adjacent to the proposed project at least two days prior to the date on which Company proposes to commence the proposed project. Such notice shall be by personal delivery, by posted notice on the street where the proposed project is scheduled to be built (which notice is to be large enough to be clearly read by passing motorists), by door hanger or by mail, with a description of the proposed project, Company's name, and telephone number at which Company can be reached twenty-four hours per day.

**SECTION 17: SECURITY FOR PERFORMANCE**

A. As security for performance of its obligations under this Agreement and the Code, 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), 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 Department Circular 570 of the U.S. Department of the Treasury Fiscal Service (Current Revision);

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. Guarantee the performance of all of Company's obligations under this Agreement and the Code.

C. 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 the Code, or fails to compensate the City within thirty 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 days' written notice, to comply with any provision of this Agreement or the Code that the City determines can be remedied by drawing on the security, the City may withdraw the amount thereof, with interest and any damages assessed in accordance with the provisions herein, from the security.

2. Within three 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 days after the mailing of notification to Company of a withdrawal from the security, Company shall restore the security to the total amount specified in Subsection (A).

D. Failure to maintain or restore the security shall constitute a material violation of

this Agreement.

E. Recovery by the City of any amounts under the security required by this Section does not limit Company's duty to provide insurance or to indemnify the City as otherwise required by this Agreement.

### **SECTION 18: INSURANCE REQUIREMENTS**

A. Company shall at all times during the term of this Agreement maintain in full force and effect, at its own cost, a general comprehensive liability insurance policy for the protection of the City, which shall:

1. Be issued by an insurance company rated A- or better by Bests' Insurer Ratings reports, in a form reasonably satisfactory to the City Attorney;
2. Name the City and its elected and appointed officers, boards, commissions and employees as additional insureds;
3. Insure against liability for loss or damage for personal injury, death and property damage occasioned by Company's operations 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; and
4. Contain a provision that the insurance company issuing the policy will use reasonable efforts to deliver a written notice of cancellation of or reduction in coverage to the City at least thirty days in advance of the effective date thereof.

B. Recovery of any amount by the City from the insurance required by this Section does not limit Company's obligation to provide security or to indemnify the City as otherwise required by this Agreement.

## SECTION 19: INDEMNIFICATION

A Company shall defend, indemnify and hold the City harmless from and against all claims by third persons for damages to persons or property in any way related, directly or indirectly, to the construction, maintenance and operation of its Facilities or its use of the Rights-of-Way, or to its performance under this Agreement, when or to the extent injury or damage 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 Section is intended to require Company to indemnify the City to the maximum extent allowed by law for claims related to Company's use of the Rights-of-Way and is not intended to create liability for the benefit of any party other than the City.

B. If any claim is made against the City that is covered by Subsection (A), and if a Court of competent jurisdiction shall 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 of the proceedings.

C. Upon commencement of any suit, proceeding at law or in equity against the City relating to any matter covered by Subsection (A), the City shall give Company prompt 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 any settlement, costs and judgments that may be rendered against the City by reason of such suit.

D. If Company fails to comply with its obligations under Subsection (C), after reasonable notice to it by the City, the City shall have the right to defend any claims against it and, in addition to being reimbursed for any settlement or judgment that may be rendered against

the City, Company shall reimburse the City's Reasonable Attorney's Fees and all expenses incurred by the City by reason of undertaking the defense of such suit, regardless of whether such suit is successfully defended or settled, or fully adjudicated. If the City is required to defend any such suit because of Company's failure to do so, the City shall have the right and authority to enter into any settlement as the City may deem in its best interest, without the prior approval of Company

**SECTION 20: TRANSFER OF FRANCHISE**

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 CPCN authorizing it to provide Telecommunications Service in the City.

4. The transferee provides security for performance and insurance coverage in compliance with Sections 17 and 18, respectively, no later than the date of the transfer.

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 21: DEFAULT; REMEDIES AND PENALTIES NOT EXCLUSIVE**

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. For purposes of this Section, "Director" means the Director of the Department of Finance and Business Services, or his or her designee.

B. Company agrees that any of the following acts or failure to act by the Company shall constitute an "Event of Default":

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 20 concerning the transfer of this Agreement;
3. Failure to supply the necessary security for performance or insurance as specified in Sections 17 and 18;
4. Failure to make any payment required by Sections 5(A) or 6 within the period provided for such payment;
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 11 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 3, 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 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 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 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, after giving Company an opportunity to present evidence that an Event of Default did not occur, order an appropriate remedy as set forth in this Section.

E. In addition to the rights under this Section, the City may, upon termination of the Franchise, 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 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: LIQUIDATED DAMAGES**

A. In addition to the remedies specified in Section 21, Company may be subject to the assessment of liquidated damages by the City Manager for any violations of this Agreement in accordance with the provisions of this Section.

B. Except for causes beyond the reasonable control of Company, if Company fails to comply with any of its obligations under this Agreement, the City Manager may deliver to Company a reasonably detailed written notice describing the violation on the part of Company. Company shall cure any such violation no later than thirty days after receipt of the notice of violation; provided that if the nature of violation is such that it cannot be fully cured within thirty days, the City Manager may extend the period of time for Company to cure the violation for such additional time as is reasonably necessary to complete the cure if, in the City Manager's reasonable judgment, Company promptly begins its efforts to cure the violation and diligently pursues its efforts to effect a cure.

C. If a violation has not been cured within the time allowed by Subsection (B), Company shall be liable for liquidated damages as follows:

1. Failure to comply with the City's requirements concerning actual usage of the Rights-of-Way, including but not limited to any violations resulting in construction-delay claims against the City: \$500.00 per day for each day such failure continues;

2. Failure to comply with any other provisions of this Agreement, including but not limited to promptly providing data, documents, reports or information to the City, or to provide insurance or security for the performance of Company's obligations hereunder: \$100.00

per day for each day such failure continues.

D. The amounts specified in Subsection (C) constitute compensation for injuries to the City and its residents, which would be difficult to ascertain and prove with certainty, and are intended to be liquidated damages, not penalties or forfeitures.

#### **SECTION 23: DRAWING UPON SECURITY UPON REVOCATION OF FRANCHISE**

In the event that a revocation of the Franchise is declared pursuant to Section 21, 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 17 for amounts due under this Agreement.

#### **SECTION 24: 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 25: 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 26: 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: Wiltel Communications, LLC  
c/o Level 3 Communications, LLC  
ATTN: Right-of-Way – NIS  
1025 Eldorado Blvd.  
Broomfield, CO 80021

**SECTION 27: 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, indirect, special, incidental or punitive damages, including for lost profits.

**SECTION 28: 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 29: 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 30: 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 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 requirements of this Section shall be satisfied. Throughout the term hereof, Company shall, upon written request by the City, provide

the City with updates concerning any material changes to the disclosures required by this  
Section

EXECUTED to be effective on the date specified above.

CITY OF LAS VEGAS

By: \_\_\_\_\_  
OSCAR B. GOODMAN, Mayor

ATTEST:

\_\_\_\_\_  
BEVERLY K. BRIDGES, CMC, City Clerk

APPROVED AS TO FORM:

Val Steel                      9-17-08  
Date

WITEL COMMUNICATIONS, LLC

By: Stephaney Baker  
STEPHANEY BAKER, Director - NIS

# 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>
Name	WiTel Communications, LLC
Address	1025 Eldorado Blvd. Broomfield, CO 80021
Telephone	720/888-1000
EIN or DUNS	87-0748982

Block 2	<u>Description</u>
Subject Matter of Contract/Agreement	Franchise Agreement for Telecommunications Service Facilities in City Right-of-Way. Term: 10 years with one 5 year option. 10/XX-08 – 10-XX-2018.
RFP #	

Block 3

Type of Business

Individual
  Partnership
  Limited Liability Company
  Corporation

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

**Block 4: Disclosure of Ownership and Principals**

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
2.			
3.			
4.			
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**

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.

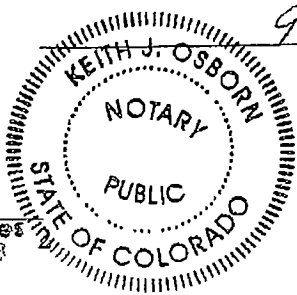
Name of Attached Document Level 3 Communications Company Overview  
Date of Attached Document 6-30-08 Number of Pages 1

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.

Stephane Baker  
 Name  
9-5-08  
 Date

Subscribed and sworn to before me this 5<sup>th</sup> day of September, 2008

K. J. Osborn



My Commission Expires  
September 07, 2008

AGENDA SUMMARY PAGE

RECOMMENDING COMMITTEE MEETING OF: OCTOBER 14, 2008

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC

Consent  Discussion

SUBJECT:

Bill No. 2008-47 – Revises and consolidates the review and approval procedures for signs within the Downtown Casino Overlay District, the Downtown Entertainment Overlay District, and the Las Vegas Boulevard Scenic Byway Overlay District, and establishes the Downtown Gateway Overlay District and the standards applicable thereto. Sponsored by. Mayor Oscar B. Goodman

Fiscal Impact

No Impact  Augmentation Required

Budget Funds Available

Amount:

Funding Source:

Dept./Division:

PURPOSE/BACKGROUND:

This bill will revise and consolidate the review and approval procedures for signs within the Downtown Casino Overlay District, the Downtown Entertainment Overlay District, and the Las Vegas Boulevard Scenic Byway Overlay District. The bill will also establish the Downtown Gateway Overlay District and the standards applicable thereto. These changes are designed to be consistent with the pattern of current and proposed development within these important areas

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. 2008-47

Motion made by RICKI Y. BARLOW to Approve as 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:

MARGO WHEELER, Director of Planning and Development, stated this ordinance will modify the existing Casino Overlay District and will allow for different signage within this district, particularly on both sides of Las Vegas Boulevard

Staff has worked with the Office of Business Development, as a significant area is owned by the City. Staff is proposing to allow signage in this area similar to what is allowed in the Arts

**RECOMMENDING COMMITTEE MEETING OF: OCTOBER 14, 2008**

District, such as signage that is flush mounted to buildings and roof structures. When signage is flush mounted, special use permits will still be required and advertising will have to be similar to the strip commercial area. The Downtown District Design Review Committee will have to approve the signage and 70 percent of the neon will not be required, as neon is not preferred in this area.

DAN MADDOX, CEO, Meet Las Vegas, believes this ordinance will have a great impact on his business, which is scheduled to open next month. It was MR. MADDOX'S understanding that this ordinance would place limitations on their signage, which will hinder their business and those clients that have shown interest will now decline. The Las Vegas Hospitality Association will hold a event in December and they would like to showcase the event on the second floor of the building. Having the ability to place banners and special lighting on the building is an opportunity to draw additional patrons/corporate clients in. MR. MADDOX recalled that the subject area was highly spoken of by MAYOR GOODMAN, which was one of the reasons for selecting this particular area for business.

MR. MADDOX was aware that GEORGE STREMBLE was seeking direction, as he believed banners can be done in such a way to help further the motif or the dynamics of what the City envisions.

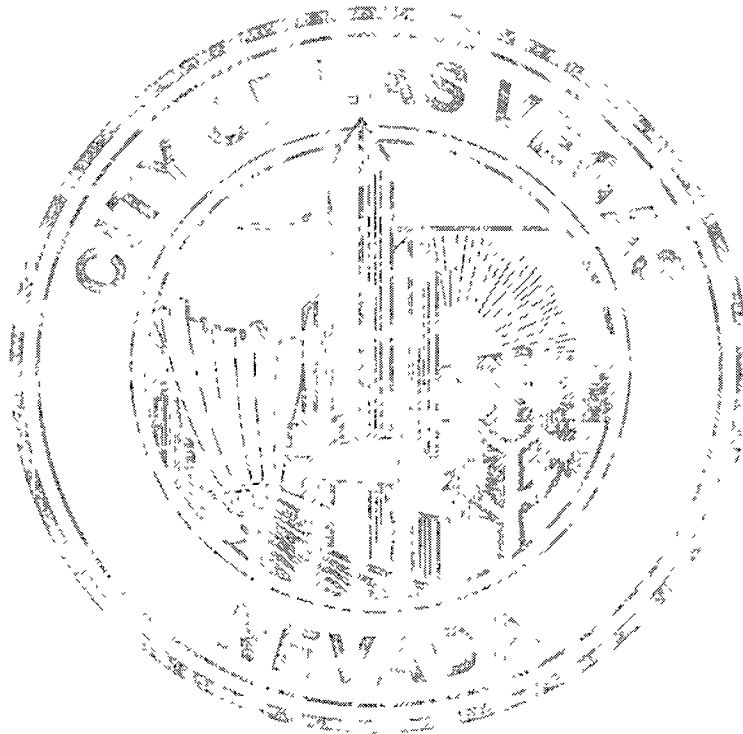
COUNCILWOMAN TARKANIAN believed the Mayor supported these businesses and wondered if certain businesses could be grandfathered in. MARGO WHEELER, Director of Planning and Development, was uncertain as to MR. MADDOX'S concern but emphasized that this ordinance is less restrictive. CHIEF DEPUTY CITY ATTORNEY VAL STEED added that the existing Code will not change and confirmed with MS. WHEELER that the business owners do have limitations relative to the duration of advertising, which is not a part of this agenda.

MS. WHEELER suggested moving forward with this ordinance, as it has been pending for some time and deals primarily with the new Downtown Gateway Overlay District. Staff will work with these businesses, as it is a separate issue. CHIEF DEPUTY CITY ATTORNEY STEED reiterated the ordinance pertains specifically to the new Downtown Gateway Overlay District and that the item will be heard at the next City Council meeting, in which the business owners can attend and make comments.

CHRIS BOHNER, Culinary Workers Union, stated it appears that this ordinance gives CIM/Lady Luck a monopoly on building full length wrap signs, and only those committed are the companies with unrestricted gaming licenses in the Gateway Overlay District. Not all of the downtown casinos are at liberty to use these types of signage. COUNCILWOMAN TARKANIAN understood that wraps are being used in other districts. He explained for the Councilwoman that essentially CIM/Lady Luck has a tower and signage is not placed on the upper level. In reading CIM/Lady Luck's development agreement documentation, he was unsure of the public policy purpose in allowing one company this right and asked that the ordinance be inclusive and not limited to just CIM/Lady Luck.

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CHIEF DEPUTY CITY ATTORNEY STEED could not verify MR. BOHNER'S assertion, and he believed that other areas were allowed to have signage that wraps MS. WHEELER confirmed that building wraps are allowed in the Arts District



1 BILL NO. 2008-47

2 ORDINANCE NO. \_\_\_\_\_

3 AN ORDINANCE TO REVISE AND CONSOLIDATE THE REVIEW AND APPROVAL  
4 PROCEDURES FOR SIGNS WITHIN THE DOWNTOWN CASINO OVERLAY DISTRICT, THE  
5 DOWNTOWN ENTERTAINMENT OVERLAY DISTRICT, AND THE LAS VEGAS  
6 BOULEVARD SCENIC BYWAY OVERLAY DISTRICT; TO ESTABLISH THE DOWNTOWN  
7 GATEWAY OVERLAY DISTRICT AND THE STANDARDS APPLICABLE THERETO; AND TO  
8 PROVIDE FOR OTHER RELATED MATTERS.

7 Proposed by: M Margo Wheeler, Director of  
8 Planning and Development

Summary: Revises and consolidates the review  
and approval procedures for signs within the  
Downtown Casino Overlay District, the  
Downtown Entertainment Overlay District, and  
the Las Vegas Boulevard Scenic Byway Overlay  
District, and establishes the Downtown Gateway  
Overlay District and the standards applicable  
thereto.

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

14 SECTION 1: Title 19, Chapter 6, Section 100, of the Municipal Code of the City of  
15 Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

16 SECTION 2: Title 19, Chapter 6, of the Municipal Code of the City of Las Vegas,  
17 Nevada, 1983 Edition, is hereby amended by adding thereto a new Section, designated as Section 100,  
18 reading as follows:

19 **19.06.100 Downtown Casino Overlay District.**

20 (A) Boundaries. There is hereby created the Downtown Casino Overlay District, whose  
21 boundaries are depicted in the map that appears below.

22 (map to appear here in codification)

23 (B) Special Sign Standards--Background. The area encompassed by the Downtown Casino  
24 Overlay District contributes greatly to the international identity, historical significance, and economic  
25 welfare of the City. One of the key characteristics of this area, virtually since its inception, is the  
26 prominence of neon and illuminated signage. Recognizing the unique role of such signage in this  
27 context, it is important to provide sign standards that apply only within this District, in order to ensure  
28 that future sign development is consistent with the appearance of established signage themes within

1 this District and generates excitement and positive visual interest. The sign standards that follow have  
2 been developed to promote the general health, safety and welfare of the citizens and visitors, to  
3 maintain and enhance the historic Fremont Street sign character, and specifically to address the  
4 following issues:

5 (1) Encourage Displays of Signage to Enhance the District as a Nationally  
6 Recognized Place. Although Las Vegas is nationally and internationally renowned for its role as the  
7 world's gaming capital, possibly the most visible symbol of this role is the exuberant and abundant  
8 signage of its casinos and related businesses. The continued development of more and better signage  
9 will continue to enhance this role.

10 (2) Preserve the Tradition of Neon Art Made Famous by the Casinos of Fremont  
11 Street. Of all the types of signage in Las Vegas, neon signage figures most prominently in the history  
12 of the City and generates the greatest affection of both visitors and local residents. It is important that  
13 not only new signage continue this tradition of neon art, but that the remaining and salvaged neon  
14 signs be refurbished, preserved and displayed in proximity to the Fremont Street Experience and  
15 surrounding area. Maintaining and preserving the history of "Glitter Gulch," which is unique to Las  
16 Vegas, is vital to the ongoing sense of community and pride for the City. There will, therefore, be a  
17 general expectation that future signage development within the area around the Fremont Street  
18 Experience will contribute to the sense of the area as a special place.

19 (3) Celebrate the Best of the Sign Makers' Art. The neon and animated signage  
20 displayed within the District represents some of the most complex signage ever produced, and is the  
21 state of the sign makers' art at this point in time. It is important that this District continue to provide  
22 a forum for cutting-edge signage and displays, particularly in neon and animated forms, which will  
23 support and bolster the reputation of Las Vegas in these areas.

24 (4) Strengthen the Standing of the District as an Integral and Essential Component  
25 of Downtown Las Vegas. The development of additional signage, particularly in relation to existing,  
26 new and future development along the Fremont Street corridor, can enhance the visually exciting  
27 character of the existing signage along Fremont Street, including the spectacular canopy shows, if it  
28 is illuminated, animated or neon in character.

1 (5) Preserve, Protect and Enhance the Historic Character of the District. Many of  
2 the historically significant signs and displays incorporate distinct and readily identifiable images, such  
3 as the famous "Vegas Vic" neon sign. It is important that future advertising within this area consider  
4 the use of iconic images or three-dimensional representations that can be compatible with the  
5 established historical context of the District.

6 (6) Improve the Quality and Appearance of New Development within the District.  
7 Advertising signage, particularly that involving the use of neon displays or animated features, can be  
8 an excellent way of attracting attention in a positive way to new development within the District.  
9 Whereas some areas can be spoiled through signage, the established character of this District, much  
10 like Times Square in New York City, can only benefit through enhanced signage on new development  
11 and older buildings, provided that new signage is compatible with established, existing signage in the  
12 area.

13 (7) Provide Freedom of Architectural and Artistic Expression within the District.  
14 One of the hallmarks of casino development in Las Vegas has been the flexibility with which a variety  
15 of architectural styles and features have been blended to create a unique urban form. It is important  
16 that signage can also be freely designed to create visual interest that matches and supports the  
17 architectural interest of the buildings themselves.

18 (8) Encourage the Redevelopment of the Area. In order for properties within the  
19 District to compete successfully in the regional Las Vegas casino environment, it is vital that  
20 redevelopment of vacant or underutilized sites be encouraged by all available means. Although such  
21 expansion may include new casino development, redevelopment can also mean other forms of new  
22 development, such as retail and freestanding entertainment venues, including new signage that creates  
23 a visually exciting and vibrant atmosphere within the District.

24 (C) Special Sign Standards.

25 (1) Signs on parcels within the District are exempt from the sign regulations  
26 contained in Chapter 19.14 to the extent that those regulations are inconsistent with the provisions of  
27 this Section 19.06 100. Provisions of Chapter 19.14 that are not inconsistent with the provisions of  
28 this Section shall continue to apply to signs within the District. Such provisions of Chapter 19.14 may

1 be applied by the Director or be made applicable as part of the review and approval process set forth  
2 in this Section.

3 (2) Any sign existing in the District as of January 2, 2002, that conforms to the  
4 provisions of Chapter 19.14 or has been allowed to continue under nonconforming status may  
5 continue under the provisions of this Section as long as a current permit is maintained, the sign is  
6 structurally sound and in good working order, and the sign does not create a public nuisance or  
7 otherwise violate any ordinance, regulation or statute. Except as otherwise provided by ordinance,  
8 any such sign shall not be subject to removal or modification by reason of any amendment to Chapter  
9 19.14.

10 (3) The sign standards contained in this Section shall:

11 (a) Be interpreted and applied with reference to the background provisions  
12 set forth in Subsection (B) above; and

13 (b) Apply to all property, development, expansion and renovation within  
14 the District, except property located within the boundaries of the Pedestrian Mall, as described in  
15 LVMC Chapter 11 68, and properties that front on Las Vegas Boulevard

16 (4) The development, construction, expansion, or renovation of freestanding signs  
17 within the District is prohibited, except signs that:

18 (a) Belong to or are within the Neon Museum collection;

19 (b) Have been declared by the Las Vegas Historic Preservation Commission  
20 to be "historic" or "contributing"; or

21 (c) Are components of a wayfinding system or identity program for the  
22 District.

23 (5) Each wall-mounted sign within the District shall be a minimum of ten feet  
24 vertically above the height of the finished sidewalk along public rights-of-way and public pedestrian  
25 pathways (See Illustration A). On-premise signs that do not exceed sixty-five square feet in size are  
26 exempt from this requirement, provided that there is a separation between such signs of at least fifty  
27 linear feet along the right-of-way or pathway

28 (6) For all signage within the District, at least seventy-five percent of the total sign

1 surface areas must consist of neon signs or animated signs, or a combination thereof. LED signage  
2 reflecting the neon style may be used on a case-by-case basis, as approved by the Downtown Design  
3 Review Committee pursuant to Subsection (D) of this Section.

4 (7) For any one wall, the maximum wall coverage for the composite total of all sign  
5 surface areas shall not exceed fifty percent of the eligible wall signage area, as depicted in Illustration  
6 B. This limitation does not apply to roof signs located above the roofline of the building façade.

7 (8) The minimum separation distance between off-premise signs shall be five feet.

8 (9) The total sign surface area of each wall mounted, roof mounted, or parapet  
9 mounted sign shall not exceed one thousand five hundred square feet, and no such sign shall extend  
10 vertically more than twenty feet above the height of the parapet.

11 (10) Animated signs must be fully operational and continuously animated  
12 twenty-four hours a day. Changes to the image or other animation feature must occur no less  
13 frequently than every thirty seconds, except when required maintenance or change of message dictates  
14 otherwise.

15 (11) Each off-premise sign with at least two rotating or changing messages, images  
16 or contents, must change at least once every thirty seconds, and the sign must be framed by a  
17 decorative faceplate or frame that is at least eighteen inches in width and that includes at least one  
18 band of illuminated neon tubing completely surrounding the sign.

19 (12) At least seventy-five percent of off-premise signs are encouraged to be used to  
20 advertise places, products, goods, services, ideas or statements whose subject is available or located  
21 within the District.

22 (13) It is recommended that all signs be fully illuminated from at least one hour  
23 before dusk until one hour after dawn. Signs may be fully illuminated during daylight hours also.

24 (14) Signs may not encroach into any public right-of-way, or any intersection more  
25 than eight feet perpendicular to the building wall to which the sign is attached. (See Illustration C.)  
26 Marquee signage along Fourth Street is exempt from this limitation. The City does not encourage  
27 encroachment of signage into public rights-of-way, and the applicant or sign owner must obtain all  
28 necessary encroachment approvals before the installation of any sign.

1 (15) The owner and operator of each sign is responsible for ensuring that appropriate  
2 sign maintenance occurs and that repairs of damaged signs are accomplished promptly

3 (D) Special Sign Standards--Review and Approval Procedures.

4 (1) Downtown Design Review Committee. There is hereby created a Downtown  
5 Design Review Committee (DDRC) for the review of signs proposed to be located within the District  
6 The DDRC shall be composed of:

7 (a) Two members of the Planning Commission, appointed by the  
8 Commission,

9 (b) One representative of the Department, designated by the Director.

10 (c) One representative of the City's Office of Business Development,  
11 designated by its Director, and

12 (d) Three owners of businesses located within the District, as appointed by  
13 the Mayor

14 The DDRC shall have the authority to review and approve applications for all signs, subject to the  
15 provisions of this Section. Members shall serve three-year terms and may be reappointed.

16 (2) Application Process. Sign applications shall be submitted to the Department.  
17 The Department shall forward the application to the DDRC for review and action. The DDRC shall  
18 review the application and shall approve, approve with conditions, or deny the application.

19 (3) Design Review Provisions The following design review procedures shall  
20 apply.

21 (a) The DDRC may approve a sign application for single or multiple uses  
22 if it determines that each sign is compatible with the theme and overall character to be achieved in the  
23 area. The DDRC shall base its assessment of compatibility on the following criteria:

24 i. The application's compliance with the standards identified in  
25 this Section.

26 ii. The relationship of the scale and placement of the sign to the  
27 building or premises upon which it is to be displayed

28 iii. The relationship of colors of the sign to the colors of adjacent

1 buildings and nearby street graphics

2 iv The similarity or dissimilarity of a sign's size and shape to the  
3 size and shape of other signs in the area

4 v The similarity or dissimilarity of the style of lettering on the sign  
5 to the style of lettering of nearby street graphics

6 vi. The compatibility of the type of illumination, if any, with the  
7 type of illumination in the area

8 vii The compatibility of the materials used in the construction of  
9 the sign with the material used in the construction of other signs in the area.

10 viii. The aesthetic and architectural compatibility of the proposed sign  
11 with the building upon which the sign is suspended, including its signage, and with the surrounding  
12 buildings and their signage

13 ix. The sign's use of high quality, durable materials such as  
14 hardwoods, painted wood, metal, stainless steel, painted steel, brass or glass.

15 (b) Applications for the design review of signs shall be processed as  
16 follows:

17 i. An application shall include. Ten complete sets of plans which  
18 contain visual representations of the lettering, illumination, color, area and height of graphics, and  
19 which also indicate the areas and building elevations where they are to be placed and located;  
20 photographic or drawn elevations of a minimum of two hundred sixty-six feet of frontage, with  
21 proposed signs superimposed, to show the context and perspective of the proposed signs; a drawing  
22 of each sign at one-half-inch to one-inch scale, and any other items required by the Director or the  
23 DDRC.

24 ii. Applications shall be forwarded to the DDRC by the Department  
25 at least one week prior to the regularly scheduled DDRC meeting.

26 iii Approval or denial of an application by the DDRC shall be made  
27 in writing with reasons for approval, denial, or approval with conditions, within three days following  
28 each DDRC meeting. In the event written notification of the action is not provided within that period.

1 the application shall be deemed to have been denied. Decisions of the DDRC may be appealed to the  
2 City Council in accordance with the provisions of Paragraph (5) below

3 (4) Waivers The DDRC is authorized to waive any of the sign standards set forth  
4 in Subsection (C), other than the prohibitions contained in Paragraph (4) thereof, if

5 (a) The applicant establishes that a waiver is warranted based upon  
6 conditions specific to the parcel, and

7 (b) The DDRC determines that the waiver

8 i Will not compromise the design objectives of the sign standards,  
9 and

10 ii. Will further the City's redevelopment efforts.

11 (5) Appeals The applicant may appeal a decision of the DDRC to the City  
12 Council. An appeal must be in written form and must be filed in the office of the City Clerk, with a  
13 copy to be filed in the office of the Department. The appeal must be filed within ten days after  
14 notification of the administrative decision has been given (or within ten days after the deadline for  
15 notification has passed), and shall specifically describe the decision at issue and the basis for the  
16 appeal. The appeal shall be considered on the next available agenda of the City Council.

17 (6) Rules and Regulations The DDRC shall have the authority to adopt rules and  
18 regulations concerning its administrative procedures

19 (Illustrations appear here)

20 SECTION 3 Title 19, Chapter 6, Section 120, Subsections (E), (F) and (G), of the  
21 Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby repealed in their entirety

22 SECTION 4: Title 19, Chapter 6, Section 120, of the Municipal Code of the City of  
23 Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto four new subsections,  
24 designated respectively as Subsections (E), (F), (G) and (H), reading as follows:

25 (E) Signage Standards. All new signage shall incorporate neon, LED, animation, or any  
26 combination thereof, in at least fifty percent of the total surface area of such signage

27 (F) Review and Approval Procedures (General). Except as otherwise provided in this Subsection  
28 (F), any application for development within the Downtown Entertainment Overlay District shall be

1 processed in accordance with the normal review and approval processes set forth in Chapter 19.18.  
2 Any application for new signage shall be processed in accordance with the procedures described in  
3 Subsection (D) of Section 19.06 100

4 (G) Special Use Permits for Tavern-Limited Establishment.

5 (1) A Special Use Permit for a tavern-limited establishment shall be processed in  
6 accordance with the Special Use Permit provisions of LVMC 19.18.060. A Special Use Permit for  
7 this use may be approved if it meets the Special Use Permit criteria generally, the criteria for a  
8 tavern-limited establishment, and the criteria set forth in this Subsection (G).

9 (2) The approval of a Special Use Permit for a tavern-limited establishment may include  
10 such conditions as may be recommended by City staff and the Planning Commission, and imposed  
11 by the City Council.

12 (H) Relationship to Other Provisions. All provisions of this Title shall apply to property  
13 within the District except to the extent that they conflict with the provisions of this Section.

14 SECTION 5: Title 19, Chapter 6, Section 140, Subsection (C), of the Municipal Code  
15 of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

16 (C) Sign Standards.

17 (1) Relationship to Other Provisions. Except as otherwise modified, required or prohibited  
18 by this Section, all signage within the Las Vegas Boulevard Scenic Byway Overlay District shall be  
19 governed by and subject to:

20 (a) All applicable standards and procedures in Chapter 19.14;

21 (b) All applicable standards [and procedures] in Chapter 19.06 that govern the  
22 Downtown Overlay District, for properties that are located within that district; [and]

23 (c) All applicable standards [and procedures] in Chapter 19.06 that govern the  
24 Downtown Entertainment Overlay District, for properties that are located within that district[.], and

25 (d) The review and approval procedures set forth in Subsection (D) of Section  
26 19.06 100, irrespective of where in the Las Vegas Boulevard Scenic Byway Overlay District the  
27 signage will be located.

28 (2) Illumination. For any development within the Las Vegas Boulevard Scenic Byway

1 Overlay District, at least seventy-five percent of the total sign surface areas for that development  
2 (excluding awning signs) must consist of illuminated signage, in the form of neon signs, animated  
3 signs, or a combination thereof.

4 (3) Off-premise Signs Off-premise signs are not permitted within the Las Vegas  
5 Boulevard Scenic Byway Overlay District.

6 (4) Maintenance The owner and operator of each sign are jointly and severally responsible  
7 for ensuring that appropriate sign maintenance occurs and that damaged or nonfunctional signs and  
8 lighting are promptly repaired and made functional.

9 SECTION 6 Title 19, Chapter 6, of the Municipal Code of the City of Las Vegas,  
10 Nevada, 1983 Edition, is hereby amended by adding thereto a new Section, designated as Section 170,  
11 reading as follows:

12 **19.06.180 Downtown Gateway Overlay District**

13 (A) Establishment of District There is hereby created the Downtown Gateway Overlay District  
14 (the "District"), whose boundaries are depicted in the map that appears below:

15 (map to appear here in codification)

16 (B) Intent of District The area encompassed by the Downtown Gateway Overlay District serves  
17 as a highly-visible entranceway to the downtown area, and contributes greatly to the identity,  
18 significance, and economic welfare of the City. Creation of the District is intended to emphasize that  
19 contribution and to:

20 (1) Encourage dynamic displays of signage which enhance the northern entrance to the  
21 downtown area, and draw traffic to the district from the nearby freeways;

22 (2) Celebrate signage as an attraction and cultural amenity within the District,

23 (3) Provide freedom of architectural and artistic expression within the District,

24 (4) Preserve and expand the tradition of neon art and animated signage made famous in  
25 the downtown area, and

26 (5) Encourage redevelopment of the area.

27 (C) Signage Standards.

28 (1) General Requirements. The sign regulations contained in Section 19.06.100(C) shall

1 be applicable to signage within the Downtown Gateway Overlay District. Signs on parcels within the  
2 District are exempt from the sign regulations contained in Chapter 19.14 to the extent that those  
3 regulations are inconsistent with the provisions of this Section and Section 19.06.100(C). Provisions  
4 of Chapter 19.14 that are not inconsistent with the provisions of this Section and Section 19.06.100(C)  
5 shall continue to apply to signs within the District. Such provisions of Chapter 19.14 may be applied  
6 by the Director or be made applicable as part of the review and approval process set forth in this  
7 Section.

8 (2) Specific Requirement—Type of Signs. For all signage within the District, at least  
9 seventy-five percent of the total sign surface areas must consist of neon signs or animated signs, or  
10 a combination thereof. LED signage reflecting the neon style may be used on a case-by-case basis,  
11 as approved by the Downtown Design Review Committee pursuant to Subsection (D) of this Section.

12 (3) Building Wrap Signs. In addition to the signage otherwise permitted within the District  
13 pursuant to this Section, Section 19.06.100(C) and Chapter 19.14, building wrap signage may be  
14 permitted, subject to the following criteria:

15 (a) Building wrap signs shall be permitted only on buildings that are either  
16 currently occupied or have current licensing and zoning approvals for nonrestricted gaming. Building  
17 wrap signs are not permitted within the boundaries of the Las Vegas Boulevard Scenic Byway Overlay  
18 District established pursuant to Section 19.06.140.

19 (b) Building wrap signs shall be directly mounted to and flush with the wall of a  
20 structure, and in a manner that is consistent and integrated with the architectural features of the  
21 building.

22 (c) Building wrap signs are not subject to maximum height or area limitations, but  
23 shall be subject to review by the Downtown Design Review Committee (DDRC) established pursuant  
24 to Section 19.06.100(D). The DDRC shall review such signs on a case-by-case basis for consistency  
25 with the requirements and intent of the District. In no case shall a building wrap sign extend above  
26 the wall or parapet of a structure, or extend beyond the limits of any wall of a structure.

27 (d) Building wrap signs shall not be subject to the provisions of Paragraph (2)  
28 above regarding type of signage.

1 (e) Building wrap signs may be utilized for on-premise or off-premise messages.  
2 At least seventy-five percent of building wrap signs with off-premise messages are encouraged to be  
3 used to advertise places, products, goods, services, ideas or statements whose subject is available or  
4 located within the District.

5 (f) Building wrap signs shall be reviewed by the (DDRC) as part of a master sign  
6 plan. In addition to the review process set forth in this Section, signs with off-premise messages  
7 require the approval of a Special Use Permit in accordance with Section 19.18.060.

8 (4) Building-Mounted Off-Premise Signs. In addition to the off-premise signage permitted  
9 under Chapter 19 14.100, building-mounted off-premise signs may be permitted, subject to the  
10 provisions of this Paragraph (4). Such signs must be designed so as to be consistent and integrated  
11 with the architectural features of the structure to which they are attached or upon which they are  
12 mounted. Such signs shall be subject to the standards and processes applicable to off-premise signs  
13 generally, except as otherwise provided in this Paragraph (4).

14 (a) Building-mounted off-premise signs that comply with the Subparagraph (b)  
15 below are exempt from the separation and distance requirements, right-of-way setback requirements,  
16 and height limitations that are set forth in Section 19.14.100 and that otherwise apply to off-premise  
17 signs.

18 (b) In order to qualify for the exemptions set forth in Subparagraph (a) above,  
19 building mounted off-premise signage must be directly mounted to and flush with the wall of a  
20 structure, or must be directly mounted or affixed to the roof of a structure.

21 (c) Building-mounted off-premise signs to be located within six hundred sixty feet  
22 of the right-of-way of Interstate 515 may be oriented in any direction. Building-mounted off-premise  
23 signs to be located at a greater distance from the right-of-way of Interstate 515 must be oriented  
24 towards Interstate 515.

25 (d) Building-mounted off-premise signs shall not be subject to the provisions of  
26 Paragraph (2) above regarding type of signage.

27 (e) In addition to the processes otherwise applicable to off-premise signs under  
28 Chapter 19.14 and Chapter 19 18, building-mounted off-premise signs must first be reviewed by the

1 DDRC as part of a master sign plan. The recommendation of the DDRC shall be forwarded to the  
2 Planning Commission and City Council for consideration and decision

3 (D) Review and Approval Procedures Except as otherwise provided in this Section, any  
4 application for new signage within the Downtown Gateway Overlay District shall be processed in  
5 accordance with the review and approval processes set forth in Section 19.06.100(D).

6 (E) Relationship to Other Provisions. All provisions of this Title shall apply to property within  
7 the District except to the extent that they conflict with the provisions of this Section.

8 SECTION 7. Title 19, Chapter 20, Section 20 of the Municipal Code of the City of  
9 Las Vegas, Nevada, 1983 Edition, is hereby amended to add, at the appropriate location, the following  
10 term and its corresponding definition:

11 "Building Wrap Sign" means a sign, consisting of an image printed on vinyl, mesh or other material,  
12 with or without written text, that is supported and directly attached to a building wall by means of an  
13 adhesive, stranded cable and eye-bolts, other similar materials or methods, or any combination thereof.

14 SECTION 8: The map that is attached hereto, denoting the boundaries of the  
15 Downtown Casino Overlay District, is adopted as part of this Ordinance and shall be published in the  
16 codification process as part of Section 19.06.100(A), at the location indicated.

17 SECTION 9: The map that is attached hereto, denoting the boundaries of the  
18 Downtown Gateway Overlay District, is adopted as part of this Ordinance and shall be published in  
19 the codification process as part of Section 19.06.180(A), at the location indicated.

20 SECTION 10. The illustrations that are attached hereto, designated as Illustrations A,  
21 B and C, are adopted as part of this Ordinance and shall be published in the codification process at the  
22 end of Section 19.06.100, at the location indicated.

23 SECTION 11: For purposes of Section 2.100(3) of the City Charter, LVMC 19.06.120  
24 and 19.06.140 are deemed to be subchapters rather than sections.

25 SECTION 12: If any section, subsection, subdivision, paragraph, sentence, clause or  
26 phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or  
27 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or  
28 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the

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

5 SECTION 13: All ordinances or parts of ordinances or sections, subsections, phrases,  
6 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,  
7 1983 Edition, in conflict herewith are hereby repealed

8 PASSED, ADOPTED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2008

9 APPROVED

10  
11 By \_\_\_\_\_  
OSCAR B GOODMAN, Mayor

12 ATTEST:

13 \_\_\_\_\_  
14 BEVERLY K. BRIDGES, CMC  
City Clerk

15 APPROVED AS TO FORM:

16 *Neil Steel* 01-17-08  
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 \_\_\_\_\_, 2008, 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 \_\_\_\_\_, 2008, which was a \_\_\_\_\_ meeting of said Council; that at said  
6 \_\_\_\_\_ meeting, the proposed ordinance was read by title to the City Council  
7 as first introduced and adopted by the following vote

8 VOTING "AYE" \_\_\_\_\_  
9 VOTING "NAY" \_\_\_\_\_  
10 ABSENT. \_\_\_\_\_

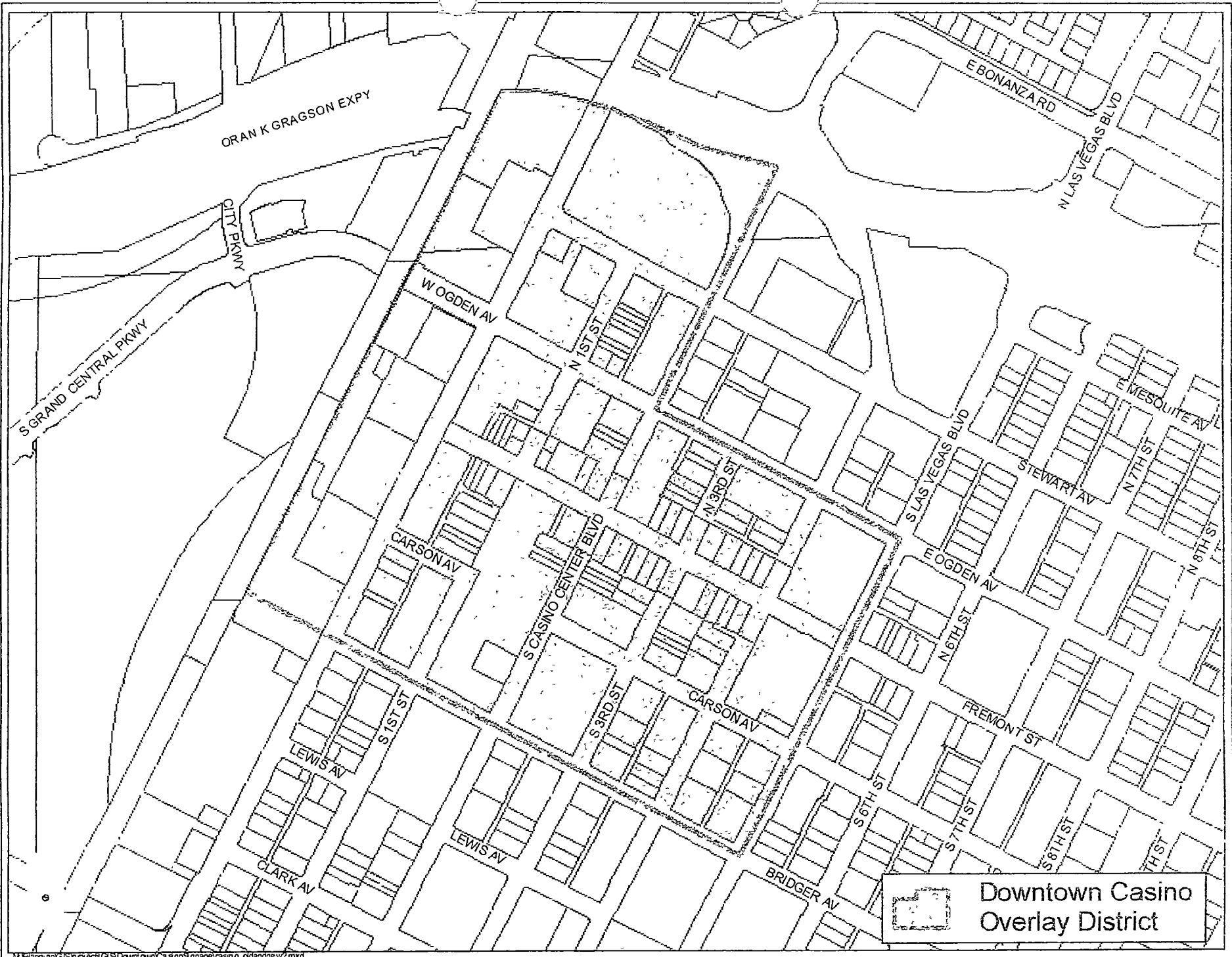
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12 APPROVED

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14 By \_\_\_\_\_  
OSCAR B. GOODMAN, Mayor


15 ATTEST

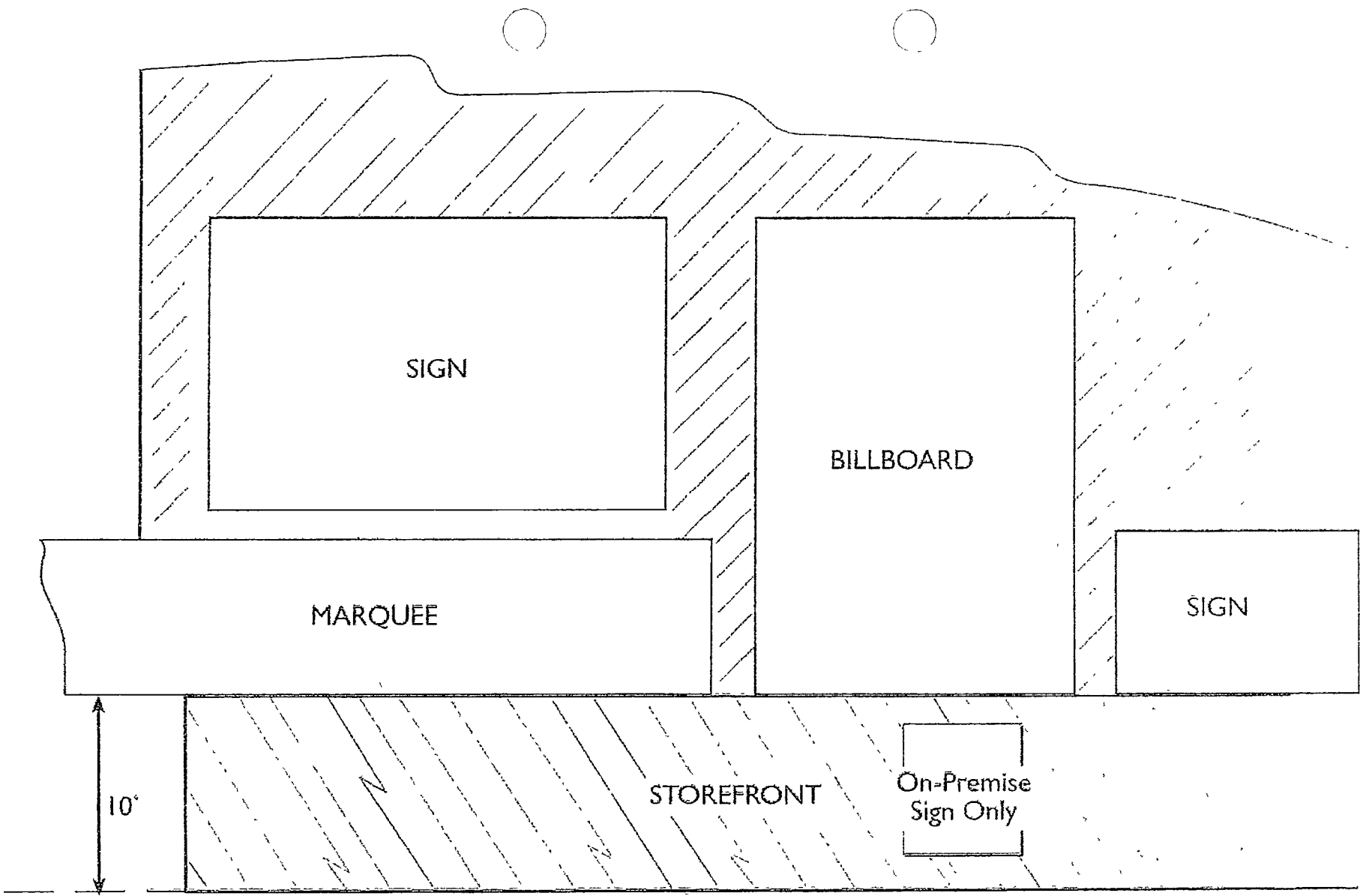
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17 BEVERLY K BRIDGES, CMC  
City Clerk

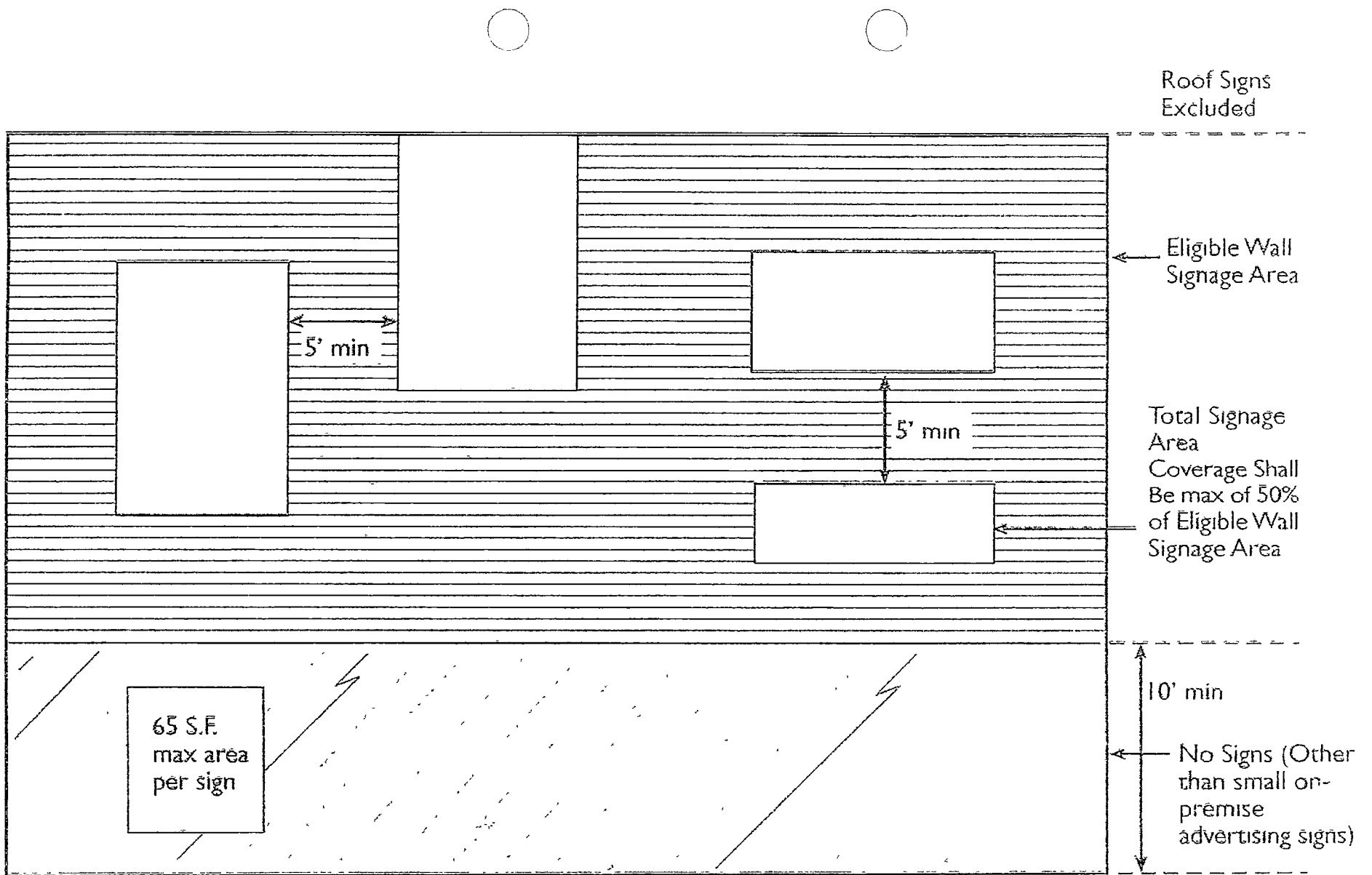
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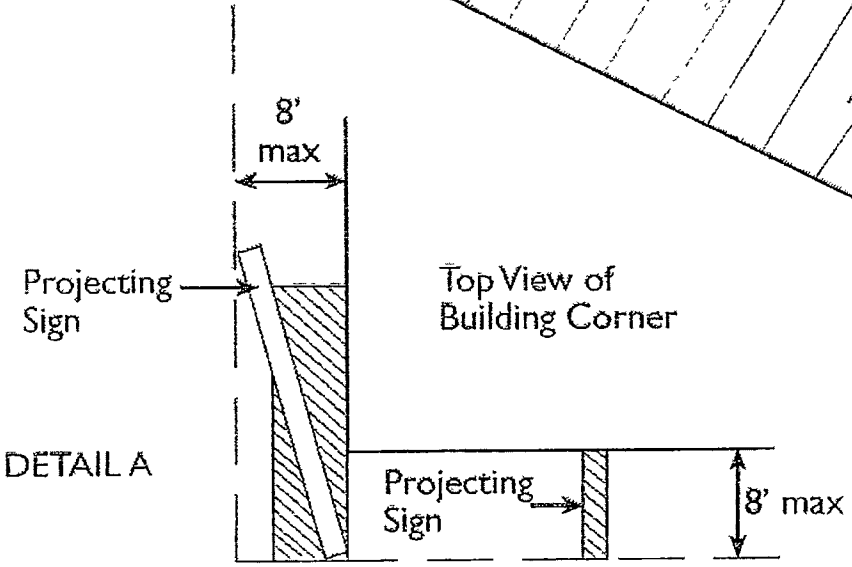
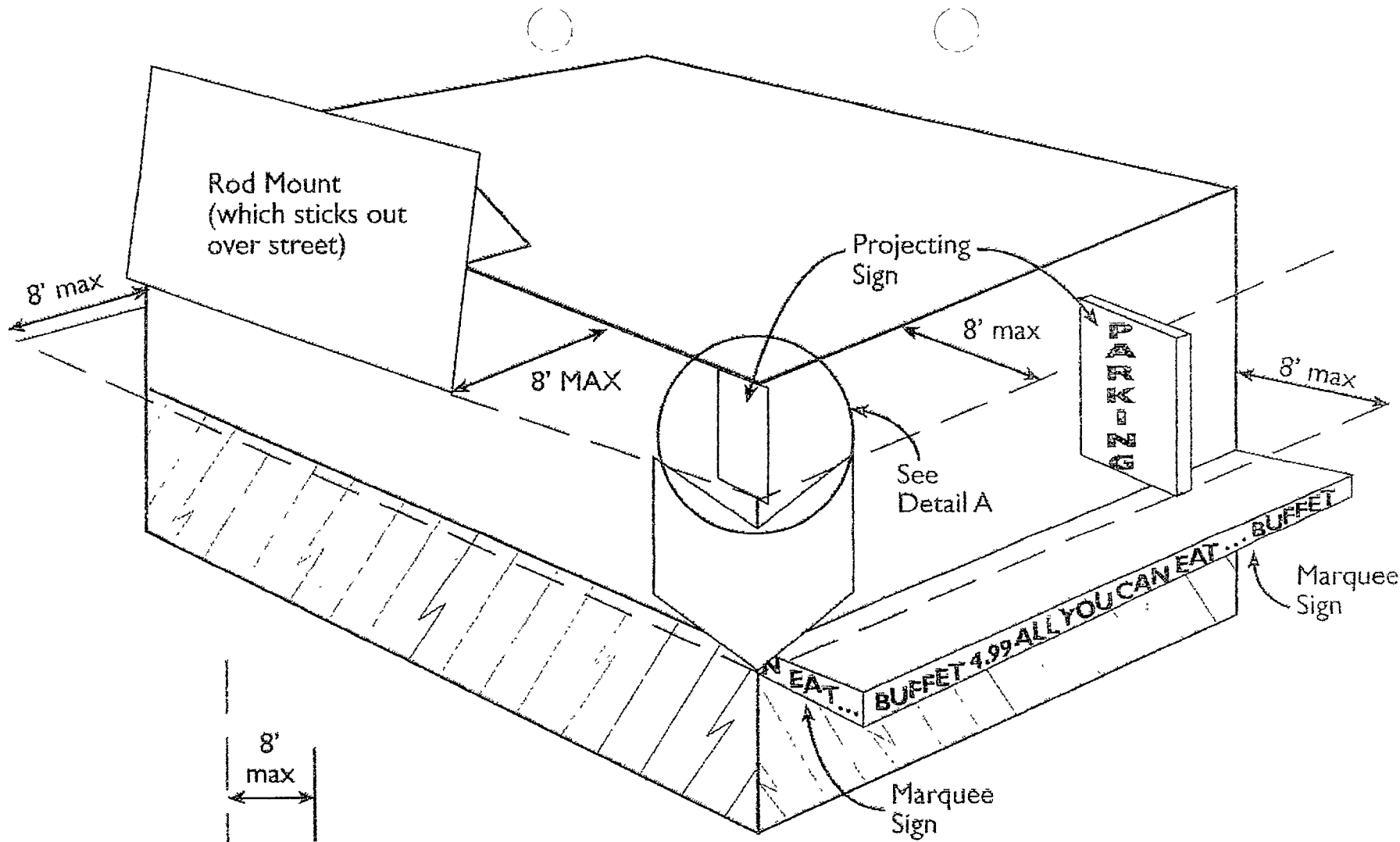


 Downtown Gateway  
Overlay District





**Illustration B**  
 SpecialSignStds-D'Twn-Plans/rs/illustr/09-09-08



**AGENDA SUMMARY PAGE**

**RECOMMENDING COMMITTEE MEETING OF: OCTOBER 14, 2008**

**DEPARTMENT: CITY ATTORNEY**

**DIRECTOR: BRADFORD R. JERBIC**

Consent  Discussion

**SUBJECT:**

Bill No. 2008-48 – Updates the notice requirements and approval procedures for vacating rights-of-way, easements and government patent reservations. Proposed by: Jorge Cervantes, Director of Public Works

**Fiscal Impact**

No Impact

Augmentation Required

Budget Funds Available

**Amount:**

**Funding Source:**

**Dept./Division:**

**PURPOSE/BACKGROUND:**

This bill will update the notice requirements and approval procedures for vacating rights-of-way, easements and government patent reservations. The notice requirements will be brought into alignment with the requirements of State law. In addition, the bill will give final approval authority for the vacation of easements and government patent reservations to the Planning Commission, as authorized by State law.

**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. 2008-48

Motion made by RICKI Y. BARLOW to Approve as 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:

CHIEF DEPUTY CITY ATTORNEY STEED stated the current Code has provisions for a Vacation item to be heard by the Planning Commission then forwarded to City Council with a recommendation and final action being taken by City Council. In reviewing State law and with this ordinance, the City Council will determine final action on items relating to dedicated streets and the Planning Commission will have such discretion on items relating to easements or government patent reservations. JOSE CERVANTES, Director of Public Works, supports the ordinance and staff recommends approval.

1 **BILL NO. 2008-48**

2 **ORDINANCE NO. \_\_\_\_\_**

3 AN ORDINANCE TO UPDATE THE NOTICE REQUIREMENTS AND APPROVAL  
4 PROCEDURES FOR VACATING RIGHTS-OF-WAY, EASEMENTS AND GOVERNMENT  
PATENT RESERVATIONS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

5 Proposed by: Jorge Cervantes, Director of Public Works      Summary: Updates the notice requirements and  
6 approval procedures for vacating rights-of-way, easements and government patent reservations.

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

9 SECTION 1: Title 18, Chapter 20, Sections 50 and 60, of the Municipal Code of the  
10 City of Las Vegas, Nevada, 1983 Edition, are hereby repealed in their entirety.

11 SECTION 2: Title 18, Chapter 20, of the Municipal Code of the City of Las Vegas,  
12 Nevada, 1983 Edition, is hereby amended by adding thereto two new sections, designated respectively  
13 as Sections 50 and 60, reading as follows:

14 **18.20.050:** (A) In the case of a petition for the vacation of a dedicated right-of-way, the  
15 Planning Commission shall hold a public hearing on the petition for vacation. Thereafter, the  
16 Planning Commission shall make its finding regarding the petition by way of recommendation, and  
17 shall report that recommendation to the City Council.

18 (B) The City Council shall consider the recommendation at a public hearing. Not  
19 less than ten business days before the public hearing, notice of the hearing, setting forth the extent of  
20 the proposed vacation and setting the date for the hearing, shall be:

21 (1) Sent by mail, sufficient to meet the requirements of NRS 278.480, to  
22 each owner of property abutting the proposed vacation; and

23 (2) Published at least once in a newspaper of general circulation in the City.

24 (C) If, following the public hearing, the City Council is satisfied that the public will  
25 not be materially injured by the proposed vacation, it may order the right-of-way vacated. The City  
26 Council may make the order conditional, and the order shall become effective only upon the  
27 fulfillment of the conditions prescribed.

28 **18.20.060:** (A) In the case of a petition for the vacation of an easement or government patent

1 reservation, the Planning Commission shall hold a public hearing on the petition. Not less than ten  
2 business days before the public hearing, notice of the hearing, setting forth the extent of the proposed  
3 vacation and setting the date for the hearing, shall be.

4 (1) Sent by mail, sufficient to meet the requirements of NRS 278.480, to  
5 each owner of property abutting the proposed vacation; and

6 (2) Published at least once in a newspaper of general circulation in the City.

7 (B) Following the public hearing, the Planning Commission shall take final action  
8 on the petition. If the Planning Commission is satisfied that the public will not be materially injured  
9 by the proposed vacation, it may order the easement or government patent reservation vacated. The  
10 Planning Commission may make the order conditional, and the order shall become effective only upon  
11 the fulfillment of the conditions prescribed. In the case of a government patent reservation, the order  
12 may take the form of a relinquishment of interest or its equivalent, and the order shall be treated as  
13 an order of vacation under the provisions of this Chapter.

14 SECTION 3: Title 18, Chapter 20, Section 70, of the Municipal Code of the City of  
15 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

16 **18.20.070:** If a utility has an easement over any dedicated right-of-way which is vacated, the City  
17 Council shall provide in its order for the continuation of that easement. [When the City Council  
18 vacates its interest in U.S. Government Patent Reservations,] In the case of a vacation of the City's  
19 interest in a government patent reservation, easements for utilities will not be retained because they  
20 are not included within the City's interest and, therefore, are not affected by vacation of the City's  
21 interest.

22 SECTION 4. Title 18, Chapter 20, Section 80, of the Municipal Code of the City of  
23 Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

24 **18.20.080:** [Whenever the City Council approves] Following the approval of a vacation, all  
25 applicable City code requirements and design standards of all City departments must be met prior to  
26 recordation of the Order of Vacation.

27 SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or  
28 phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or

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

7 SECTION 6: All ordinances or parts of ordinances or sections, subsections, phrases,  
8 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,  
9 1983 Edition, in conflict herewith are hereby repealed.

10 PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

11 APPROVED:  
12  
13 By OSCAR B. GOODMAN, Mayor

14 ATTEST:  
15  
16 BEVERLY K. BRIDGES, CMC  
City Clerk

17 APPROVED AS TO FORM:  
18 Val Steed 9-17-08  
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 \_\_\_\_\_, 2008, 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 \_\_\_\_\_, 2008, which was a \_\_\_\_\_ meeting of said Council; that at said  
6 \_\_\_\_\_ meeting, the proposed ordinance was read by title to the City Council  
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": \_\_\_\_\_

9 VOTING "NAY": \_\_\_\_\_

10 ABSENT: \_\_\_\_\_

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12 APPROVED:

13

14 By \_\_\_\_\_  
OSCAR B. GOODMAN, Mayor

15 ATTEST:

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17 BEVERLY K. BRIDGES, CMC  
City Clerk

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**AGENDA SUMMARY PAGE**

**RECOMMENDING COMMITTEE MEETING OF: OCTOBER 14, 2008**

**DEPARTMENT: CITY ATTORNEY**

**DIRECTOR: BRADFORD R. JERBIC**

Consent  Discussion

**SUBJECT:**

Bill No. Z-2008-1 – Amends the City's Official Zoning Map Atlas by changing the zoning designations of certain parcels of land (nonresidential). Proposed by: M. Margo Wheeler, Director of Planning and Development

**Fiscal Impact**

No Impact

Augmentation Required

Budget Funds Available

**Amount:**

**Funding Source:**

**Dept./Division:**

**PURPOSE/BACKGROUND:**

This bill will amend the zoning map to change the zoning designations of approximately 40 nonresidential parcels. The rezoning of these parcels has already been approved by the City Council. This bill merely formalizes the rezoning by 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. Z-2008-1

Motion made by RICKI Y. BARLOW to Approve as 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:

CHIEF DEPUTY CITY ATTORNEY VAL STEED stated the bill consists of approximately 50 non-residential properties that have fulfilled all zoning conditions and legal descriptions. The ordinance will allow for rezoning. Staff recommended approval.

COUNCILWOMAN TARKANIAN recognized some properties are being rezoned from Residential Estate (RE) to Commercial (C1). CHIEF DEPUTY CITY ATTORNEY STEED replied that this type of rezoning becomes appropriate when the property is a corner parcel along a major corridor.

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**BILL NO. Z-2008-1**

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP ATLAS OF THE CITY OF LAS VEGAS BY CHANGING THE ZONING DESIGNATIONS OF CERTAIN PARCELS OF LAND, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by. M. Margo Wheeler, Director of Planning and Development  
Summary: Amends the City's Official Zoning Map Atlas by changing the zoning designations of certain parcels of land (nonresidential).

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

SECTION 1: The Official Zoning Map Atlas of the City of Las Vegas, as adopted in Title 19, Chapter 2, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by changing the zoning designations for the parcels of land listed in the attached document. The parcels of land have been approved for rezoning by vote of the City Council or by means of a resolution of intent to rezone pursuant to applicable zoning regulations. In each case the conditions of rezoning have been fulfilled, and changing the corresponding zoning designations on the Official Zoning Map Atlas is now indicated. On the attached document, the parcels are listed by Assessor's Parcel Number. The attached document shows, for each parcel, the zoning designation currently shown on the Official Zoning Map Atlas (indicated as "Current Zoning") and the new zoning designation to be shown for the parcel (indicated as "New Zoning").

SECTION 2: The Planning and Development Department is authorized and directed to make such changes to the Official Zoning Map Atlas as are necessary to reflect the amendments described in Section 1 of this Ordinance. In accordance with LVMC 19.02.010, the Official Zoning Map Atlas is stored and maintained in the offices of the Planning and Development Department.

SECTION 3: Of the parcels referred to in Section 1 of this Ordinance whose rezoning was approved by means of a resolution of intent to rezone, few if any of those resolutions have been reduced to writing—as was the practice previously. All actions and proceedings by the City concerning the rezoning of those parcels are hereby ratified, approved and confirmed as if the resolutions of intent had been reduced to writing, and the City Council deems that no additional action in that regard is necessary.

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

9 SECTION 5: All ordinances or parts of ordinances or sections, subsections, phrases,  
10 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,  
11 1983 Edition, in conflict herewith are hereby repealed.

12 PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

13 APPROVED.

14  
15 By \_\_\_\_\_  
16 OSCAR B. GOODMAN, Mayor

17 ATTEST:

18 \_\_\_\_\_  
19 BEVERLY K. BRIDGES, CMC  
City Clerk

20 APPROVED AS TO FORM:  
21 Val Steed 9-17-08  
22 \_\_\_\_\_  
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 \_\_\_\_\_, 2008, 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 \_\_\_\_\_, 2008, which was a \_\_\_\_\_ meeting of said Council; that at said  
6 \_\_\_\_\_ meeting, the proposed ordinance was read by title to the City Council  
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": \_\_\_\_\_  
9 VOTING "NAY": \_\_\_\_\_  
10 ABSENT: \_\_\_\_\_

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12 APPROVED:

13  
14 By \_\_\_\_\_  
OSCAR B. GOODMAN, Mayor

15 ATTEST:

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BEVERLY K. BRIDGES, CMC  
18 City Clerk

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## Non-Residential Rezonings

<u>Parcel</u>	<u>Current Zoning</u>	<u>New Zoning</u>
12516502002	U(SC)	C-1
12525614001	R-E	C-1
13712410009	U(PCD)	PD
13712817006	U(PCD)	PD
13712817007	U(PCD)	PD
13801701027	R-E	C-1
13808417001	U(O)	O
13810311002	U(O)	O
13810311003	U(O)	O
13810311004	U(O)	O
13810311005	U(O)	O
13810311006	U(O)	O
13810311007	U(O)	O
13810311008	U(O)	O
13824511036	R-E	C-1
13828101011	U(SC)	C-1
13832601003	U(GC)	C-2
13836112016	R-1	P-R

<u>Parcel</u>	<u>Current Zoning</u>	<u>New Zoning</u>
13919215017	R-3	P-R
13921102014	R-E	C-V
13926701001	R-1	C-V
13926701002	R-1	C-V
13932501001	R-1	C-V
13934410026	R-4	C-2
13934410209	R-4	P-R
13934410221	R-4	P-R
13934710007	R-4	C-1
13934710008	R-4	C-1
13934810056	R-1	P-R
13935211071	R-2	C-1
13935211072	R-2	C-1
13935211093	R-2	C-1
13936110040	R-E	C-1
13936303003	R-2	C-V
14032310002	R-1	P-R
16201401011	R-1	C-V

<u>Special Cases With Split Parcels</u>		
12525512001	R-E and C-1	C-1
13836601009	R-1 and R-3	C-2
13921102013	C-1, R-E, R-MHP and R-E	C-V

**AGENDA SUMMARY PAGE**

**RECOMMENDING COMMITTEE MEETING OF: OCTOBER 14, 2008**

**DEPARTMENT: CITY ATTORNEY**

**DIRECTOR: BRADFORD R. JERBIC**

Consent  Discussion

**SUBJECT:**

Bill No. Z-2008-2 – Amends the City's Official Zoning Map Atlas by changing the zoning designations of certain parcels of land (residential). Proposed by: M. Margo Wheeler, Director of Planning and Development

**Fiscal Impact**

No Impact

Augmentation Required

Budget Funds Available

**Amount:**

**Funding Source:**

**Dept./Division:**

**PURPOSE/BACKGROUND:**

This bill will amend the zoning map to change the zoning designations of approximately 250 residential parcels. The rezoning of these parcels has already been approved by the City Council. This bill merely formalizes the rezoning by 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. Z-2008-2

Motion made by RICKI Y. BARLOW to Approve as 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:

CHIEF DEPUTY CITY ATTORNEY VAL STEED stated the bill consists of residential properties that have fulfilled all zoning conditions and legal descriptions. The ordinance will allow for rezoning. Staff recommended approval.

1 **BILL NO. Z-2008-2**

2 **ORDINANCE NO. \_\_\_\_\_**

3 AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP ATLAS OF THE CITY OF LAS  
4 VEGAS BY CHANGING THE ZONING DESIGNATIONS OF CERTAIN PARCELS OF LAND,  
AND TO PROVIDE FOR OTHER RELATED MATTERS.

5 Proposed by: M. Margo Wheeler,  
6 Director of Planning and Development

Summary: Amends the City's Official Zoning  
Map Atlas by changing the zoning designations  
of certain parcels of land (residential).

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

9 SECTION 1: The Official Zoning Map Atlas of the City of Las Vegas, as adopted in  
10 Title 19, Chapter 2, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983  
11 Edition, is hereby amended by changing the zoning designations for the parcels of land listed in the  
12 attached document. The parcels of land have been approved for rezoning by vote of the City Council  
13 or by means of a resolution of intent to rezone pursuant to applicable zoning regulations. In each case  
14 the conditions of rezoning have been fulfilled, and changing the corresponding zoning designations  
15 on the Official Zoning Map Atlas is now indicated. On the attached document, the parcels are listed  
16 by Assessor's Parcel Number. The attached document shows, for each parcel, the zoning designation  
17 currently shown on the Official Zoning Map Atlas (indicated as "Current Zoning") and the new zoning  
18 designation to be shown for the parcel (indicated as "New Zoning").

19 SECTION 2: The Planning and Development Department is authorized and directed  
20 to make such changes to the Official Zoning Map Atlas as are necessary to reflect the amendments  
21 described in Section 1 of this Ordinance. In accordance with LVMC 19.02.010, the Official Zoning  
22 Map Atlas is stored and maintained in the offices of the Planning and Development Department.

23 SECTION 3: Of the parcels referred to in Section 1 of this Ordinance whose rezoning  
24 was approved by means of a resolution of intent to rezone, few if any of those resolutions have been  
25 reduced to writing—as was the practice previously. All actions and proceedings by the City concerning  
26 the rezoning of those parcels are hereby ratified, approved and confirmed as if the resolutions of intent  
27 had been reduced to writing, and the City Council deems that no additional action in that regard is  
28 necessary.

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

SECTION 5: 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 \_\_\_\_\_, 2008.

APPROVED:

By \_\_\_\_\_  
OSCAR B. GOODMAN, Mayor

ATTEST:

\_\_\_\_\_  
BEVERLY K. BRIDGES, CMC  
City Clerk

APPROVED AS TO FORM:

Val Steed      9-17-08  
Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the  
2 \_\_\_\_ day of \_\_\_\_\_, 2008, 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 \_\_\_\_\_, 2008, which was a \_\_\_\_\_ meeting of said Council; that at said  
6 \_\_\_\_\_ meeting, the proposed ordinance was read by title to the City Council  
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": \_\_\_\_\_  
9 VOTING "NAY": \_\_\_\_\_  
10 ABSENT: \_\_\_\_\_

11  
12 APPROVED

13  
14 By \_\_\_\_\_  
OSCAR B. GOODMAN, Mayor

15 ATTEST:  
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17 \_\_\_\_\_  
BEVERLY K. BRIDGES, CMC  
18 City Clerk

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## Residential Rezonings

<u>Parcel</u>	<u>Current Zoning</u>	<u>New Zoning</u>
12511511001	R-E	R-PD2
12511511002	R-E	R-PD2
12511511003	R-E	R-PD2
12511511004	R-E	R-PD2
12511511005	R-E	R-PD2
12511511006	R-E	R-PD2
12511511007	R-E	R-PD2
12511511008	R-E	R-PD2
12511511009	R-E	R-PD2
12511511010	R-E	R-PD2
12511511011	R-E	R-PD2
12511511012	R-E	R-PD2
12511511013	R-E	R-PD2
12511511014	R-E	R-PD2
12511511015	R-E	R-PD2
12511511016	R-E	R-PD2
12511511017	R-E	R-PD2
12511511018	R-E	R-PD2
12511511019	R-E	R-PD2
12511511020	R-E	R-PD2
12511511021	R-E	R-PD2
12511511022	R-E	R-PD2
12511511023	R-E	R-PD2
12511511024	R-E	R-PD2
12511511025	R-E	R-PD2
12511511026	R-E	R-PD2
12511511027	R-E	R-PD2
12511511028	R-E	R-PD2
12511511029	R-E	R-PD2
12511511030	R-E	R-PD2
12511511031	R-E	R-PD2
12511511032	R-E	R-PD2
12511511033	R-E	R-PD2
12511511034	R-E	R-PD2
12511511035	R-E	R-PD2
12511511036	R-E	R-PD2
12511511037	R-E	R-PD2
12511511038	R-E	R-PD2

<u>Parcel</u>	<u>Current Zoning</u>	<u>New Zoning</u>
12511511039	R-E	R-PD2
12511511040	R-E	R-PD2
12511511041	R-E	R-PD2
12511511042	R-E	R-PD2
12511511043	R-E	R-PD2
12511511044	R-E	R-PD2
12511511045	R-E	R-PD2
12511511046	R-E	R-PD2
12511511047	R-E	R-PD2
12511511048	R-E	R-PD2
12511511049	R-E	R-PD2
12511511050	R-E	R-PD2
12511511051	R-E	R-PD2
12511511052	R-E	R-PD2
12511511053	R-E	R-PD2
12511511054	R-E	R-PD2
12511511055	R-E	R-PD2
12511511056	R-E	R-PD2
12511511057	R-E	R-PD2
12511511058	R-E	R-PD2
12511511059	R-E	R-PD2
12511511060	R-E	R-PD2
12511511061	R-E	R-PD2
12511511062	R-E	R-PD2
12511511063	R-E	R-PD2
12511511064	R-E	R-PD2
12511511065	R-E	R-PD2
12511511066	R-E	R-PD2
12511511067	R-E	R-PD2
12511511068	R-E	R-PD2
12511511069	R-E	R-PD2
12511511070	R-E	R-PD2
12511511071	R-E	R-PD2
12511511072	R-E	R-PD2
12511511073	R-E	R-PD2
12511511074	R-E	R-PD2
12511511075	R-E	R-PD2
12511511076	R-E	R-PD2

<u>Parcel</u>	<u>Current Zoning</u>	<u>New Zoning</u>
12511511077	R-E	R-PD2
12511511078	R-E	R-PD2
12511511079	R-E	R-PD2
12511511080	R-E	R-PD2
12511511081	R-E	R-PD2
12511511082	R-E	R-PD2
12511511083	R-E	R-PD2
12511511084	R-E	R-PD2
12524111001	R-E	R-1
12524111002	R-E	R-1
12524111003	R-E	R-1
12524111004	R-E	R-1
12524111005	R-E	R-1
12524111006	R-E	R-1
12524111007	R-E	R-1
12524111008	R-E	R-1
12524111009	R-E	R-1
12524111010	R-E	R-1
12524111011	R-E	R-1
12524111012	R-E	R-1
12524111013	R-E	R-1
12524111014	R-E	R-1
12524111015	R-E	R-1
12527819001	R-E	R-PD8
12527819002	R-E	R-PD8
12527819003	R-E	R-PD8
12527819004	R-E	R-PD8
12527819005	R-E	R-PD8
12527819006	R-E	R-PD8
12527819007	R-E	R-PD8
12527819008	R-E	R-PD8
12527819009	R-E	R-PD8
12527819010	R-E	R-PD8
12527819011	R-E	R-PD8
12527819012	R-E	R-PD8
12527819013	R-E	R-PD8
12527819014	R-E	R-PD8
12527819015	R-E	R-PD8

<u>Parcel</u>	<u>Current Zoning</u>	<u>New Zoning</u>
12527819016	R-E	R-PD8
12527819017	R-E	R-PD8
12527819018	R-E	R-PD8
12527819019	R-E	R-PD8
12527819020	R-E	R-PD8
12527819021	R-E	R-PD8
12527819022	R-E	R-PD8
12527819023	R-E	R-PD8
12527819024	R-E	R-PD8
12527819025	R-E	R-PD8
12527819026	R-E	R-PD8
12527819027	R-E	R-PD8
12527819028	R-E	R-PD8
12527819029	R-E	R-PD8
12527819030	R-E	R-PD8
12527819031	R-E	R-PD8
12527819032	R-E	R-PD8
12527819033	R-E	R-PD8
12527819034	R-E	R-PD8
12527819035	R-E	R-PD8
12527819036	R-E	R-PD8
12527819037	R-E	R-PD8
12527819038	R-E	R-PD8
12527819039	R-E	R-PD8
12527819040	R-E	R-PD8
12527819041	R-E	R-PD8
12527819042	R-E	R-PD8
12527819043	R-E	R-PD8
12527819044	R-E	R-PD8
12527819045	R-E	R-PD8
12527819046	R-E	R-PD8
12527819047	R-E	R-PD8
12527819048	R-E	R-PD8
12527819049	R-E	R-PD8
12527819050	R-E	R-PD8
12527819051	R-E	R-PD8
12527819052	R-E	R-PD8
12527819053	R-E	R-PD8
12527819054	R-E	R-PD8
12527819055	R-E	R-PD8

<u>Parcel</u>	<u>Current Zoning</u>	<u>New Zoning</u>
12527819056	R-E	R-PD8
12527819057	R-E	R-PD8
12527819058	R-E	R-PD8
12527819059	R-E	R-PD8
12527819060	U(ML)	R-PD8
12527819061	U(ML)	R-PD8
12527819062	U(ML)	R-PD8
12527819063	U(ML)	R-PD8
12527819064	U(ML)	R-PD8
12527819065	U(ML)	R-PD8
12527819066	U(ML)	R-PD8
12527819067	U(ML)	R-PD8
12527819068	U(ML)	R-PD8
12527819069	U(ML)	R-PD8
12527819070	U(ML)	R-PD8
12527819071	U(ML)	R-PD8
12527819072	U(ML)	R-PD8
12527819073	U(ML)	R-PD8
12527819074	U(ML)	R-PD8
12527819075	U(ML)	R-PD8
12527819076	U(ML)	R-PD8
12527819077	U(ML)	R-PD8
12527819078	U(ML)	R-PD8
12527819079	U(ML)	R-PD8
12527819080	U(ML)	R-PD8
12527819081	U(ML)	R-PD8
12527819082	R-E	R-PD8
12527819083	R-E	R-PD8
12527819084	R-E	R-PD8
12527819085	R-E	R-PD8
12527819086	R-E	R-PD8
12527819087	R-E	R-PD8
12527819088	R-E	R-PD8
12527819089	R-E	R-PD8
12527819090	R-E	R-PD8
12527819091	R-E	R-PD8
12527819092	R-E	R-PD8
12527819093	R-E	R-PD8
12527819094	R-E	R-PD8
12527819095	R-E	R-PD8

<u>Parcel</u>	<u>Current Zoning</u>	<u>New Zoning</u>
12527819096	U(ML)	R-PD8
12527819097	U(ML)	R-PD8
12527819098	R-E	R-PD8
12527819099	R-E	R-PD8
12527819100	R-E	R-PD8
12527819101	R-E	R-PD8
12527819102	U(ML)	R-PD8
13812614001	R-E	R-1
13812614002	R-E	R-1
13812614003	R-E	R-1
13812614004	R-E	R-1
13812614005	R-E	R-1
13812614006	R-E	R-1
13812614007	R-E	R-1
13812614008	R-E	R-1
13812614009	R-E	R-1
13812614010	R-E	R-1
13812614011	R-E	R-1
13812614012	R-E	R-1
13812614013	R-E	R-1
13812614014	R-E	R-1
13812614015	R-E	R-1
13812614016	R-E	R-1
13812614017	R-E	R-1
13812614018	R-E	R-1
13812614019	R-E	R-1
13812614020	R-E	R-1
13812614021	R-E	R-1
13813314001	U(R)	R-PD3
13813314002	U(R)	R-PD3
13813314003	U(R)	R-PD3
13813314004	U(R)	R-PD3
13813314005	U(R)	R-PD3
13813314006	U(R)	R-PD3
13813314007	U(R)	R-PD3
13813314008	U(R)	R-PD3
13813701058	U(M)	R-3
13835511069	R-1	R-3
13835517000	R-1	R-3
13920301007	U(M)	R-3

<u>Parcel</u>	<u>Current Zoning</u>	<u>New Zoning</u>
13920301008	U(M)	R-3
13920301009	U(M)	R-3
13920301010	U(M)	R-3
13921510084	C-2	R-CL
13921510337	C-2	R-CL

<u>Parcel</u>	<u>Current Zoning</u>	<u>New Zoning</u>
13921510338	C-2	R-CL
13921510339	C-2	R-CL
13921510340	C-2	R-CL
13921510341	C-2	R-CL
13921510342	C-2	R-CL

<u>Parcel</u>	<u>Current Zoning</u>	<u>New Zoning</u>
13921510343	C-2	R-CL
13921510344	C-2	R-CL
13925101022	R-PD16	R-PD19
13925101023	R-PD16	R-PD19

<u>Special Case With Split Parcel</u>		
13813701058	U(M) and R-E	R-3

**AGENDA SUMMARY PAGE**

**RECOMMENDING COMMITTEE MEETING OF: OCTOBER 14, 2008**

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**DEPARTMENT: CITY CLERK**

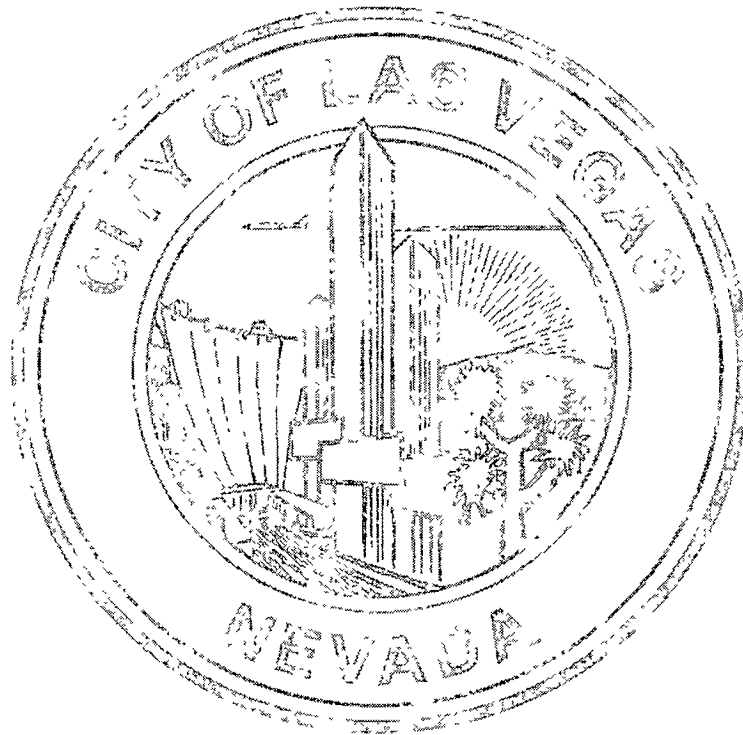
**DIRECTOR: BEVERLY K. BRIDGES**

**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: OCTOBER 14, 2008**

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**DEPARTMENT: CITY CLERK**

**DIRECTOR: BEVERLY K. BRIDGES**

Consent  Discussion


**SUBJECT:**

**ADJOURNMENT**

Minutes:

Meeting adjourned at 4:25 p m.

Respectfully submitted,

  
Luan Coleman, Deputy City Clerk  
October 16, 2008

