City of Las Vegas

CITY COUNCIL AGENDA

COUNCIL CHAMBERS · 400 STEWART AVENUE · PHONE 229-6011
CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov
COUNCIL MEMBERS: OSCAR B. GOODMAN, MAYOR (At-Large)
COUNCILMAN GARY REESE, MAYOR PRO TEM (Ward 3)
STEVE WOLFSON (Ward 2), LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6)
RICKI Y. BARLOW (Ward 5), STAVROS S. ANTHONY (Ward 4)

Facilities are provided throughout City Hall for convenience of persons with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. 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. The City's TDD number is 386-9108.

August 4, 2010

Morning Session begins at 9:00 a.m.
Afternoon Session begins at 1:00 p.m.

ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR ACTION UNLESS SPECIFICALLY NOTED OTHERWISE.

THESE PROCEEDINGS ARE BEING VIDEO RECORDED AS WELL AS PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.kclv.tv. THE PROCEEDINGS WILL BE REBROADCAST ON KCLV CHANNEL 2 AND THE WEB THE WEDNESDAY OF THE MEETING AT 8:00 PM, AND ALSO ON FRIDAY AT 4:00 AM, SATURDAY AT 7:00 PM, SUNDAY AT 7:00 AM AND THE FOLLOWING MONDAY AT 1:00 PM.

DUPLICATE AUDIO CD'S AND DUPLICATE AUDIO/VIDEO DVD'S MAY BE AVAILABLE AT A COST OF $5.00 EACH THROUGH THE CITY CLERK'S OFFICE.

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

CEREMONIAL MATTERS

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. INVOCATION –
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF THE CENTENNIAL HIGH SCHOOL STATE CHAMPION LACROSSE TEAMS
7. RECOGNITION OF THE AMERICAN PUBLIC WORKS ASSOCIATION OF NEVADA PROJECT OF THE YEAR
8. RECOGNITION OF THE TOUR OF DUTY CHARITY RUN
9. RECOGNITION OF AUSTIN DAIGLE FOR EXCELLENT SPORTSMANSHIP

BUSINESS ITEMS - MORNING

10. Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

DRAFT

11. Approval of the Final Minutes by reference of the regular City Council meeting of July 7, 2010

12. Discussion and possible action to adjust the compensation for City Manager Elizabeth N. Fretwell (Fiscal Impact to be Determined - General Fund)

13. Discussion and possible action to adjust the compensation for City Attorney Bradford R. Jerbic (Fiscal Impact to be Determined - General Fund)

14. Discussion and possible action to adjust the compensation for City Auditor Radford K. Snelding (Fiscal Impact to be Determined - General Fund)

CONSENT AGENDA

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

ADMINISTRATIVE - CONSENT

15. Approval of a Grant of Easement from City Parkway V, Inc., to Southwest Gas Corporation for a utility easement on parcel M3 of Symphony Park located at 100 South Grand Central Parkway (APN 139-34-211-001) - Ward 5 (Barlow)

CITY CLERK - CONSENT

16. Approval of notification of filing of Declarations of Interest in property located in the existing Redevelopment Areas

FIELD OPERATIONS - CONSENT

17. Approval of a Real Property Donation Agreement between the City of Las Vegas and Chase Home Finance, LLC for the donation of real property to the City located at 613 West Monroe Avenue, APN 139-27-110-134 - Ward 5 (Barlow)

18. Approval of a First Amendment to Sublease Agreement between the City of Las Vegas and the Neon Museum to facilitate use of Cashman Center Parking Lot, APN 139-27-709-001, as a temporary storage lot for construction of the Neon Boneyard project located on the east side of Las Vegas Boulevard north and south of McWilliams Avenue - Ward 5 (Barlow)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

19. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

20. Approval to allocate $96,300 of undersignated Ward 1 Residential Construction Tax (RCT) funding to Bob Baskin Park ($40,000) located at 2700 West Oakey Boulevard and Frank F. Garside Junior High School ($56,300) located at 300 South Torrey Pines Drive, for two park improvement projects (Park and Leisure Activities Capitol Project Fund) - Ward 1 (Tarkanian)

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

21. Approval of a Special Event Alcoholic Beverage License for First Friday, Location: 1228 South Casino Center Boulevard, Dates: August 6 and September 3, 2010, Type: Special Event General, Event: First Friday Festival, Responsible Person in Charge: Cindy Funkhouser - Ward 3 (Reese)

22. ABEYANCE ITEM - Approval of an extension of a Temporary Tavern License for a Change Business Name, Change of Location, and Change of Ownership, From: Isaher Inc., dba Odyssey Bar, 1930 Fremont Street, To: Paovis Enterprises Inc., dba Fongs Garden China-Mex, 2021 East Charleston Boulevard, Mercy Mejia Pres, Secy, Treas, Dir, 100% - Ward 3 (Reese)

DRAFT

23. Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License, Jazzmine at Summerlin Corp, dba Nittaya's Secret Kitchen, 2110 North Rampart Boulevard, Suite 110, Nittaya Parawong, Pres, Secy, Treas, Dir, 100% - Ward 4 (Anthony)

24. ABEYANCE ITEM - Approval of an extension of a Temporary Burglar Alarm Service License, Millennium Alarm Systems Inc., dba Millennium Alarm Systems Inc., 5777 West Century Boulevard, Suite 1755, Niels-Ole Staehr, Pres, Martin Askgaard, V.P., Stephan Staehr, Dir, and Rita Nielsen, Dir - California

25. Approval of a new Massage Establishment License, Rain Salon Studios, LLC, dba Rain Salon Studios, 6575 North Decatur Boulevard, Suite 180, Whittle Family, L.P., Whittle Family Trust, Jeffrey A. Whittle, General Ptnr, Trustee and Shelley K. Whittle, General Ptnr, Trustee - Ward 6 (Ross) [NOTE: This is an ancillary license to an existing salon - Rain Salon Studios]

26. Approval of an extension of a Temporary Psychic Arts and Science License, Tami Keele, dba Tami Keele, 6848 West Charleston Boulevard, Tami Keele, Owner, 100% - Ward 1 (Tarkanian) [NOTE: This license is located in an existing business – Psychic Eye Book Shop]

27. Approval of a Change of Location for a Class II Secondhand Dealer License, The Politis Corporation, dba The Attic Las Vegas, From: 1018 South Main Street, To: 1025 South Main Street, Mayra Politis, Secy 50% and Victor Politis, Pres, 50% - Ward 3 (Reese)

28. Approval of a Change of Location for a Class II Secondhand Dealer License and a Pawnbroker License subject to the provisions of the fire code, EZPawn Nevada, Inc., dba EZPawn, From: 808 South Las Vegas Boulevard, To: 7077 West Craig Road, Joseph Rotunda, Dir, Pres, Connie Kondik, Secy, and Daniel Chism, Controller, Asst. Secy - Ward 4 (Anthony)

29. Approval of a new Auto Pawnbroker License subject to the provisions of the fire code, EZPawn Nevada, Inc., dba EZPawn, 7077 West Craig Road, Joseph Rotunda, Dir, Pres, Connie Kondik, Secy, and Daniel Chism, Controller, Asst. Secy - Ward 4 (Anthony)

30. Approval of a new Class III Secondhand Dealer License, Principal Investments, Inc., dba Rapid Cash, 25 North Lamb Boulevard, Doug Rippel, Secy, Treas, Dir, Chad Faulkner, Dir, and Speedy Cash Intermediate Holdings, Corp, Sole Shareholder, 100%, Douglas Rippel, Chadwick Faulkner, Michael McKnight, James Ackerman, Matt Miller, Friedman Fleischer & Lowe Capital Partners II, LP, FFL Executive Partners II, LP, and FFL Parallel Fund II, LP, Shareholders - Ward 3 (Reese)

31. Approval of a new Class III Secondhand Dealer License, Principal Investments, Inc., dba Rapid Cash, 2801 West Washington Avenue, Suite 110, Doug Rippel, Secy, Treas, Dir, Chad Faulkner, Dir, and Speedy Cash Intermediate Holdings, Corp, Sole Shareholder, 100%, Douglas Rippel, Chadwick Faulkner, Michael McKnight, James Ackerman, Matt Miller, Friedman Fleischer & Lowe Capital Partners II, LP, FFL Executive Partners II, LP, and FFL Parallel Fund II, LP, Shareholders - Ward 5 (Barlow)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

32. Approval of award of Agreement No. 100262-TF, Prime Design Services Agreement for UPRR Symphony Park Pedestrian Bridge located at 500 Main Street - Department of Public Works - Award recommended to: G.C. WALLACE, INC. ($309,477 - City Facilities Capital Projects Fund) - Wards 3 and 5 (Reese and Barlow)

33. Approval of award of Second Amendment to Engineering Design Services Agreement No. 07-16736, Trail Bridge Package located from the south side of the Las Vegas Wash between Lamb Boulevard and Washington Avenue - Department of Public Works - Award recommended to: G.C. WALLACE, INC. ($145,050 - Road and Flood Capital Projects Fund) - Wards 1, 3, 4 and 5 (Tarkanian, Reese, Anthony and Barlow)

34. Approval of award of Modification No. 2 to Contract No. 050599-DK, Investment Management Services - Department of Finance and Business Services - Award recommended to: WELLS CAPITAL MANAGEMENT, INC. ($215,000 - General Fund)

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35. Approval of award of Modification No. 2 to Contract No. 070161-CW, Accident Investigation Services - Department of Human Resources - Award recommended to: DAVID MORSE AND ASSOCIATES, INC. ($130,000 - Liability Insurance and Property Damage Internal Service Fund)

NEIGHBORHOOD SERVICES - CONSENT

36. Approval to enter into agreement with the State of Nevada, Department of Business and Industry, Housing Division (NHD) to receive $414,828 in FY 2010 Home Investment Partnerships Program Funds – All Wards

37. Approval of a Memorandum of Understanding between WestCare Inc., cities of Las Vegas, North Las Vegas, Henderson, Boulder City and Clark County and Southern Nevada Hospitals relating to the provision of funds for the Community Triage Center (CTC) located at 930 North 4th Street and the City of Las Vegas' contribution of $229,727.98 - Ward 5 (Barlow)

PUBLIC WORKS - CONSENT

38. Approval of an encroachment request from Martin & Martin Civil Engineers on behalf of St. Joseph's Catholic Church, owner (Ogden Avenue and 8th Street) - Ward 5 (Barlow)

39. Approval of an encroachment request from Hamilton Civil Engineers on behalf of CDF Property Holdings, LLC, owner (Azure Drive and Ranch House Road) - Ward 6 (Ross)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

40. Report and possible action regarding the implementation of the Sustainable Energy Strategy and Green Building Program - All Wards - ITEM RETURNED DUE TO LACK OF BACKUP

41. Report and possible action for providing citizens mobile access for the submission of service requests, complaints and inquiries for action by City of Las Vegas departments - All Wards

42. Report by David Byerman, Chief Government Liaison for the Nevada U.S. Census Bureau, regarding the Census 2010 efforts within the City of Las Vegas, Clark County and the State of Nevada - All Wards

ADMINISTRATIVE SERVICES - DISCUSSION

43. Discussion and possible action regarding the consolidation/reorganization report required in Assembly Bill 494, which was passed during the 2009 Session of the Nevada Legislature - All Wards

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

44. Discussion and possible action regarding an Appeal of Work Card Denial for Brandon Dial, db at Chef's Pantry Catering, 2215 Thomas W Ryan Boulevard - Ward 4 (Anthony)

BOARDS & COMMISSIONS - DISCUSSION

45. Discussion and possible action regarding creating the City of Las Vegas Citizens Advisory Committee to the Las Vegas Redevelopment Agency and Adopting the By-Laws thereof - Wards 1, 3 and 5 (Tarkanian, Reese and Barlow)

46. AUDIT OVERSIGHT COMMITTEE - Michael W. Kern, Term Expires 8/18/2010; Paul Workman, Term Expires 8/18/2010; and Jose Troncoso, Term Expires 8/18/2010

DRAFT

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

47. Bill No. 2010-26 – Updates the zoning regulations to establish the use "beer/wine/cooler cultural establishment"; redefine the current use relating to private museums and art galleries to allow the sale of art; and amend the Downtown Centennial Plan to allow certain outdoor events in the district known as "18b The Las Vegas Arts District." (TXT-37811) Sponsored by: Mayor Oscar B. Goodman

48. Bill No. 2010-27 – Adopts the Symphony Park Design Standards Manual and related design documents. (TXT-37746) Sponsored by: Mayor Oscar B. Goodman

49. Bill No. 2010-28 – Adopts the Safety and Seismic Safety Element of the Las Vegas 2020 Master Plan. Proposed by: M. Margo Wheeler, Director of Planning and Development

50. Bill No. 2010-29 – Adopts the Historic Properties and Neighborhoods Preservation Plan Element of the Las Vegas 2020 Master Plan. Proposed by: M. Margo Wheeler, Director of Planning and Development

51. Bill No. 2010-30 – Revises and updates Chapter 14.17 of the Municipal Code relating to wastewater collection and treatment. Proposed by: Jorge Cervantes, Director of Public Works

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

52. Bill No. 2010-31 – Updates the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall. Proposed by: Bradford R. Jerbic, City Attorney and Councilman Gary Reese

53. Bill No. 2010-32 – Levies Assessment for Special Improvement District No. 1513 - Via Olivero Avenue and Valadez Street (East of Cimarron Road). Sponsored by: Step Requirement

54. Bill No. 2010-33 – Adopts the most recent versions of the Local Government Records Program Manual and minimum records retention schedules for local governments in Nevada, and repeals LVMC 2.52.040 (relating to the minutes of City boards and commissions). Proposed by: Beverly K. Bridges, City Clerk

NEW BILLS - DISCUSSION

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

55. Bill No. 2010-34 – Revises the provisions regarding the on-site parking, storage and repair of vehicles in residential districts. (TXT-36330) Sponsored by: Councilman Steven D. Ross

56. Bill No. 2010-35 – Repeals certain outdoor advertising restrictions concerning hotels, motels, and other lodging establishments, and repeals similar restrictions concerning wedding chapels. Proposed by: Bradford R. Jerbic, City Attorney

57. Bill No. 2010-36 – Repeals the sunset provision regarding the prohibition of alcoholic beverages in City parks except pursuant to a permit or other written authorization. Sponsored by: Councilman Gary Reese and Councilwoman Lois Tarkanian

58. Bill No. 2010-37 – Amends the City's Administrative Code to adopt new fee tables applicable to permits, inspections and other services performed in connection with the City's technical codes, and to make other permit-related adjustments. Proposed by: Christopher Knight, Director of Building and Safety

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CLOSED SESSION

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

60. Upon a duly carried motion, a closed meeting is called in accordance with NRS 241.030 to discuss the following items:

    A. City Attorney's Annual Performance Review
    B. City Auditor's Annual Performance Review

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

61. Any items from the afternoon session that the Council, staff and /or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

HEARINGS - DISCUSSION

62. ABEYANCE ITEM - Hearing and possible action to consider the appeal regarding Nuisance Notice and Order to Comply located at 4561 East Bonanza Road. PROPERTY OWNER: HECTOR CAMACHO - Ward 3 (Reese)

63. Hearing and possible action regarding review of compliance with City Council's decision concerning payment to recover costs for abatement of nuisance located at 1309 North 22nd Street in the amount of $6,973.30 (General Fund) and assess $50,000 in daily civil penalties. PROPERTY OWNER: SARO MELIKYAN - Ward 3 (Reese)

PLANNING & DEVELOPMENT

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

PLANNING & DEVELOPMENT - CONSENT

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

64. EOT-38524 - ABEYANCE ITEM - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: HECTOR CAMACHO - Request for an Extension of Time of a previously approved Special Use Permit (SUP-27933) FOR A PROPOSED RESTAURANT WITH A SERVICE BAR WITH WAIVERS TO ALLOW A ZERO-FOOT DISTANCE SEPARATION FROM A CHILD CARE FACILITY AND TO ALLOW A 58-FOOT DISTANCE SEPARATION FROM A SCHOOL WHERE 400 FEET IS REQUIRED at 4561 East Bonanza Road (APN 140-32-101-016), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

PLANNING & DEVELOPMENT - DISCUSSION

65. SDR-37946 - ABEYANCE ITEM -SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: RESORT GAMING GROUP, LLC - OWNER: 220 NORTH 4TH STREET LV, LLC, ET AL - Request for a Site Development Plan Review FOR PROPOSED FACADE MODIFICATIONS AND THE ADDITION OF A SERVICE YARD, A PORTE COCHERE, A SURFACE PARKING LOT AND A 25-FOOT ADDITION ON THE ROOF OF AN EXISTING HOTEL/CASINO WITH WAIVERS OF DOWNTOWN CENTENNIAL PLAN STREETSCAPE, UTILITY AND PARKING LOT LANDSCAPING AND SCREENING REQUIREMENTS on 3.94 acres at 220 North 4th Street (APNs 139-34-501-009; 139-34-510-019 and 139-34-514-007 through 009), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (6-1 vote) and Staff recommend APPROVAL.

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66. DIR-38680 - DIRECTOR'S BUSINESS - PUBLIC HEARING - APPLICANT/OWNER: KAG PROPERTY, LLC - Required review of a development report as required by Subsection 9.01 of that certain Development Agreement between the city of Las Vegas and Kyle Acquisition Group, LLC dated August 8, 2007, on approximately 1,712 acres generally located at the southwest corner of Fort Apache Road and Moccasin Road (APNs 125-06-101-001; 125-06-301-001, 002; 125-06-401-001, 005; 125-06-501-001; 125-06-701-001; 125-07-101-004, 005, 006; 125-07-201-001, 002; 125-07-301-001, 002; 125-07-401-001, 002; 125-07-501-005; 125-07-602-001, 003, 004, 005; 126-12-000-001), Ward 6 (Ross). Staff recommends APPROVAL.

SET DATE

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

CITIZENS PARTICIPATION

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

COUNCIL MEMBER RECOGNITION

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

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

DRAFT

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 4, 2010

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 4, 2010

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 4, 2010

SUBJECT:
INVOCATION –

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 4, 2010

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CITIZEN OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CENTENNIAL HIGH SCHOOL STATE CHAMPION LACROSSE TEAMS

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE AMERICAN PUBLIC WORKS ASSOCIATION OF NEVADA PROJECT OF THE YEAR

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE TOUR OF DUTY CHARITY RUN

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF AUSTIN DAIGLE FOR EXCELLENT SPORTSMANSHIP

City of Las Vegas

Agenda Item No.: **10.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES

☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

Any items from the morning session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

City of Las Vegas Agenda Item No.: **11.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

Approval of the Final Minutes by reference of the regular City Council meeting of July 7, 2010

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

Discussion and possible action to adjust the compensation for City Manager Elizabeth N. Fretwell (Fiscal Impact to be Determined - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: To Be Determined
Funding Source: City Manager
Dept./Division: General Fund

PURPOSE/BACKGROUND:
Yearly performance and compensation review of the City Manager Elizabeth N. Fretwell

RECOMMENDATION:
Staff to follow Council's direction

BACKUP DOCUMENTATION:
Notice of Personnel Session

July 26, 2010

Ms. Elizabeth N. Fretwell
City Manager
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

RE: Notice of Meeting of the City Council to discuss the City Manager's Annual Performance Review

Dear Ms. Fretwell:

In connection with your performance evaluation, and under the requirements of NRS 241.031, the City Council may consider your character, alleged misconduct, competence or health at its meeting on Wednesday, August 4, 2010. The meeting will begin at 9 am at the City Council Chambers, 400 Stewart Avenue in Las Vegas, Nevada. The meeting is a public meeting and you are welcome to attend. The Council may consider the following general topics: Your performance as City Manager, your job description, your job duties, and matters properly related thereto. You are invited to attend the session, have an attorney or other representative of your choosing present, present written evidence, provide testimony and present witnesses relating to your character, alleged misconduct, professional competence, or physical or mental health.

If the Council determines it necessary after considering your character, alleged misconduct, professional competence, or physical or mental health it may also take administrative action for or against you at this meeting. This informational statement is in lieu of any notice that may be required pursuant to NRS 241.034.

This notice is provided to you under NRS 241.033.

Sincerely,

Beverly K. Bridges
Las Vegas City Clerk

I, _____, hereby swear or affirm under penalty of perjury, that in accordance with NRS 241.033, I served the foregoing Notice of Meeting of the Las Vegas City Council to consider character, alleged misconduct, competence, or health by personally serving it on Elizabeth N. Fretwell at _____, on this _____ day of _____, 2010.

_____
Signature of person making service

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

Discussion and possible action to adjust the compensation for City Attorney Bradford R. Jerbic (Fiscal Impact to be Determined - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: To Be Determined
Funding Source: City Attorney
Dept./Division: General Fund

PURPOSE/BACKGROUND:
Yearly performance and compensation review of City Attorney Bradford R. Jerbic

RECOMMENDATION:
Staff to follow Council's direction

BACKUP DOCUMENTATION:
Notice of Closed Personnel Session

July 26, 2010

Mr. Bradford R. Jerbic
City Attorney
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

RE: Notice of Meeting of the City Council to discuss the City Attorney's Annual Performance Review

Dear Mr. Jerbic:

In connection with your performance evaluation, and under the requirements of NRS 241.030, the City Council may consider your character, alleged misconduct, competence or health at its meeting on Wednesday, August 4, 2010. The meeting will begin at 9 am at the City Council Chambers, 400 Stewart Avenue in Las Vegas, Nevada. The meeting is a public meeting and you are welcome to attend. The Council may go into closed session to consider the following general topics: Your performance as City Attorney, your job description, your job duties, and matters properly related thereto. You are invited to attend the closed session, have an attorney or other representative of your choosing present during the closed meeting, and present written evidence, provide testimony and present witnesses relating to your character, alleged misconduct, professional competence, or physical or mental health.

If the Council determines it necessary after considering your character, alleged misconduct, professional competence, or physical or mental health whether in a closed meeting or open meeting, it may also take administrative action for or against you at this meeting. This informational statement is in lieu of any notice that may be required pursuant to NRS 241.034.

This notice is provided to you under NRS 241.033.

Sincerely,

Beverly K. Bridges
Las Vegas City Clerk

I, _____, hereby swear or affirm under penalty of perjury, that in accordance with NRS 241.033, I served the foregoing Notice of Meeting of the Las Vegas City Council to consider character, alleged misconduct, competence, or health by personally serving it on Bradford R. Jerbic at _____, on this _____ day of _____, 2010.

_____
Signature of person making service

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

Discussion and possible action to adjust the compensation for City Auditor Radford K. Snelding (Fiscal Impact to be Determined - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: To Be Determined
Funding Source: City Auditor
Dept./Division: General Fund

PURPOSE/BACKGROUND:
Yearly performance and compensation review of City Auditor Radford K. Snelding

RECOMMENDATION:
Staff to follow Council's direction

BACKUP DOCUMENTATION:
Notice of Closed Personnel Session

July 26, 2010

Mr. Radford K. Snelding
City Auditor
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

RE: Notice of Meeting of the City Council to discuss the City Auditor's Annual Performance Review

Dear Mr. Snelding:

In connection with your performance evaluation, and under the requirements of NRS 241.030, the City Council may consider your character, alleged misconduct, competence or health at its meeting on Wednesday, August 4, 2010. The meeting will begin at 9 am at the City Council Chambers, 400 Stewart Avenue in Las Vegas, Nevada. The meeting is a public meeting and you are welcome to attend. The Council may go into closed session to consider the following general topics: Your performance as City Auditor, your job description, your job duties, and matters properly related thereto. You are invited to attend the closed session, have an attorney or other representative of your choosing present during the closed meeting, and present written evidence, provide testimony and present witnesses relating to your character, alleged misconduct, professional competence, or physical or mental health.

If the Council determines it necessary after considering your character, alleged misconduct, professional competence, or physical or mental health whether in a closed meeting or open meeting, it may also take administrative action for or against you at this meeting. This informational statement is in lieu of any notice that may be required pursuant to NRS 241.034.

This notice is provided to you under NRS 241.033.

Sincerely,

Beverly K. Bridges
Las Vegas City Clerk

I, _____, hereby swear or affirm under penalty of perjury, that in accordance with NRS 241.033, I served the foregoing Notice of Meeting of the Las Vegas City Council to consider character, alleged misconduct, competence, or health by personally serving it on Radford K. Snelding at _____, on this _____ day of _____, 2010.

_____
Signature of person making service

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☒ **Consent** ☐ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Approval of a Grant of Easement from City Parkway V, Inc., to Southwest Gas Corporation for a utility easement on parcel M3 of Symphony Park located at 100 South Grand Central Parkway (APN 139-34-211-001) - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
As part of infrastructure development on Symphony Park, Southwest Gas Corporation has installed natural gas lines on the site. To manage the distribution of natural gas, City Parkway V, Inc., will grant an easement to Southwest Gas Corporation for the installation, operation and maintenance of a regulator station on parcel M3.

RECOMMENDATION:
Approval and authorization for City Parkway V, Inc., to execute the Grant of Easement.

BACKUP DOCUMENTATION:
Grant of Easement

APN # 139-34-211-001

Recording Requested By/Return To:
Southwest Gas Corporation

SOUTHWEST GAS CORPORATION
GRANT OF EASEMENT

This form is used to acquire land rights for installation of pipeline(s) and appurtenances.

Prepared By	Jimmy Brown	Approved By	Diane Fitch
Sec.	34 T 20S R 61E	Meridian	M.D.M.
County	Clark	State	Nevada
W.R. No.	617877	W.O. No.	

I (We) City Parkway V, Inc., a Nevada non-profit corporation

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, hereinafter referred to as Grantor(s), does hereby grant, convey, quitclaim and release unto **SOUTHWEST GAS CORPORATION**, a California Corporation, its successors and assigns hereinafter referred to as Grantee, a perpetual easement see Exib feet wide for the installation and maintenance of a natural gas pipeline or pipelines and appurtenances, across, over, under and through the following described property, to wit:

SEE ATTACHED EXHIBIT(s) Exibit "A" and "B"

together with the right of ingress and egress to and from the said easement and the right to use existing roads for the purpose of constructing, inspecting, repairing, and maintaining said pipeline or pipelines and appurtenances and the removal or replacement of same, in whole or in part, at will.

Grantor agrees that no buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, except for street, road or driveway purposes, which Grantor agrees shall not interfere with Grantee's exercise of the rights herein granted. Grantee agrees to work with due care in the exercise of its rights on the property and to restore it to reasonably the same condition which existed before the work was performed.

Except as provided above, Grantee agrees to pay all direct damages which are caused by the Grantee's exercise of the rights herein granted.

W.R. No. 617877 W.O. No. _____

The undersigned hereby affirms that there is no Social Security Number contained in this document submitted for recording.

TO HAVE AND TO HOLD said easement unto Grantee, its successors and assigns, together with all rights granted hereby.

IN WITNESS WHEREOF, the duly authorized representative of the undersigned has executed this Grant of Easement this

_____ day of _____ , 2010 .

City Parkway V, Inc.

Grantor _____

Print Name/Title:_

Grantor _____

Approved as to form

John S. Ridilla 7/20/10

John S. Ridilla Date

Deputy City Attorney

ACKNOWLEDGMENT

STATE OF _____)

)

COUNTY OF _____)

On _____ , before me, _____ ,

(here insert name of the officer)

a notary public, personally appeared _____

_____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"
SOUTHWEST GAS CORPORATION
WR # 617877

A.P.N.139-34-211-001
Page: 1 of 1

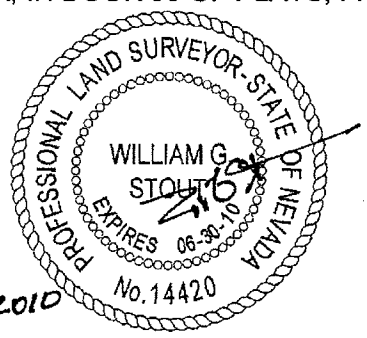
LEGAL DESCRIPTION
A PORTION OF LOT 5 SITUATED IN SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA AS SHOWN BY MAP THEREOF IN BOOK 53 OF PLATS, PAGE 61, ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5 BEING ON THE NORTH RIGHT-OF-WAY LINE OF BONNEVILLE AVENUE (100 FOOT WIDE), SAME BEING THE WEST LINE OF THE UNION PACIFIC RAILROAD RIGHT-OF-WAY (100 FOOT WIDE); THENCE NORTH 27°55'16" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 857.37 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, NORTH 62°04'44" WEST, 319.05 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CITY PARKWAY (56 FOOT WIDE) AS DEDICATED PER BOOK 20090423 INSTRUMENT 03874 OFFICIAL RECORDS, CLARK COUNTY, NEVADA, SAID POINT BEING THE **POINT OF BEGINNING;**
THENCE NORTH 62°13'26" WEST, 13.88 FEET; THENCE NORTH 64°41'25" WEST, 43.74 FEET; THENCE NORTH 00°00'00" EAST, 13.52 FEET; THENCE SOUTH 88°48'07" EAST, 31.93 FEET; THENCE SOUTH 01°11'53" WEST, 2.50 FEET; THENCE SOUTH 88°12'45" EAST, 15.94 FEET; THENCE NORTH 27°55'16" EAST, 24.46 FEET; THENCE SOUTH 62°04'44" EAST, 19.94 FEET; THENCE SOUTH 27°55'16" WEST, 10.00 FEET; THENCE NORTH 62°04'44" WEST, 9.94 FEET; THENCE SOUTH 27°55'16" WEST, 20.69 FEET; THENCE NORTH 88°12'45" WEST, 22.07 FEET; THENCE SOUTH 01°11'53" WEST, 2.50 FEET; THENCE SOUTH 62°06'06" EAST, 28.64 FEET; THENCE SOUTH 27°53'43" WEST, 10.89 FEET TO THE **POINT OF BEGINNING** AS SHOWN ON THE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 1,504 SQUARE FEET OR 0.30 ACRES MORE OR LESS

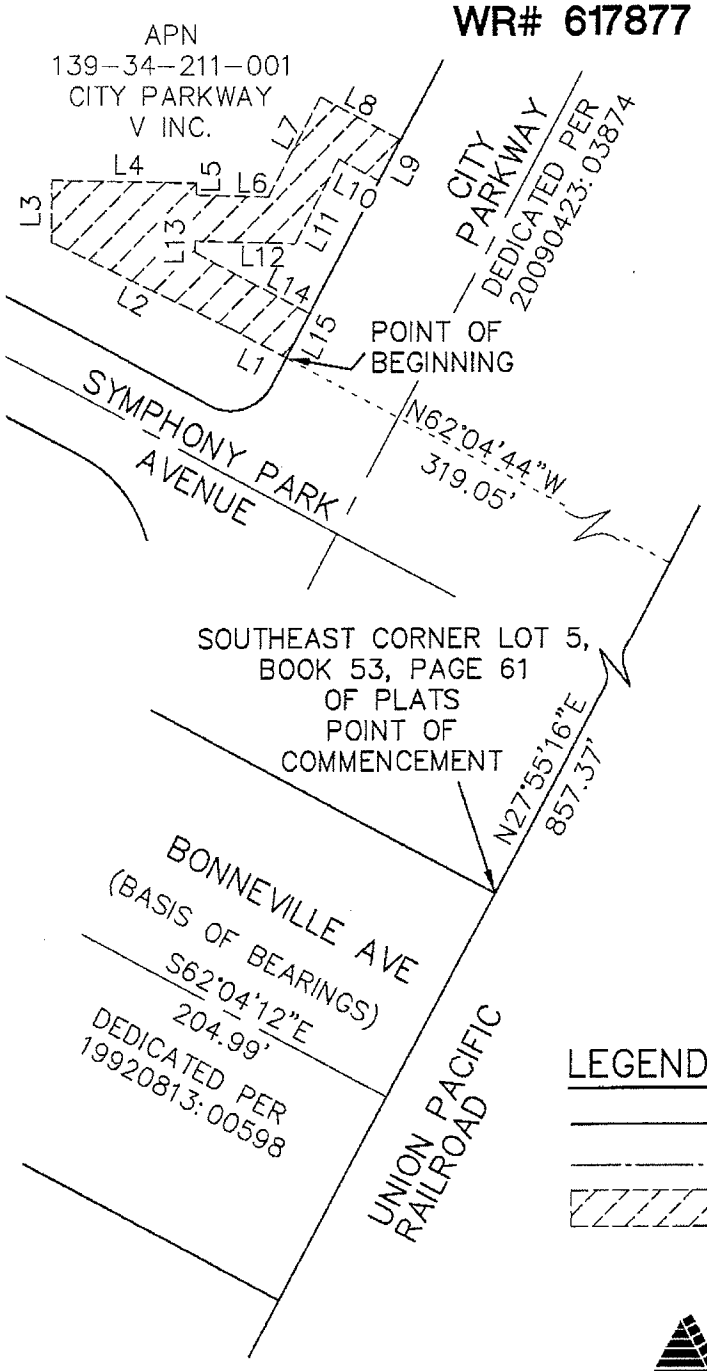
BASIS OF BEARINGS
SOUTH 62°04'12" EAST, BEING THE BEARING OF THE CENTERLINE OF BONNEVILLE AVENUE, WEST OF AND ADJACENT TO THE UNION PACIFIC RAILROAD RIGHT-OF-WAY SITUATE IN SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA AS SHOWN BY MAP THEREOF ON FILE IN THE COUNTY RECORDERS OFFICE, CLARK COUNTY, NEVADA, IN BOOK 53 OF PLATS, PAGE 61.

TRI-CORE SURVEYING, LLC
6761 WEST CHARLESTON BLVD.
LAS VEGAS, NV 89146
File: 55209.0005
March 10, 2010



3/10/2010

EXHIBIT "B"
SOUTHWEST GAS CORPORATION
WR# 617877



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N62°13'26"W	13.88'
L2	N64°41'25"W	43.74'
L3	N00°00'00"E	13.52'
L4	S88°48'07"E	31.93'
L5	S01°11'53"W	2.50'
L6	S88°12'45"E	15.94'
L7	N27°55'16"E	24.46'
L8	S62°04'44"E	19.94'
L9	S27°55'16"W	10.00'
L10	N62°04'44"W	9.94'
L11	S27°55'16"W	20.69'
L12	N88°12'45"W	22.07'
L13	S01°11'53"W	2.50'
L14	S62°06'06"E	28.64'
L15	S27°53'43"W	10.89'

NORTH
SCALE= 1"=40'

LEGEND

RIGHT-OF-WAY LINE

STREET CENTERLINE

EASMENT AREA

LOT 5, SECTION 34,
TOWNSHIP 20 SOUTH,
RANGE 61 EAST, M.D.M.,
CLARK COUNTY, NEVADA

REVISED MARCH 10, 2010

TRI-CORE
SURVEYING, LLC
6761 WEST CHARLESTON BLVD.
LAS VEGAS, NEVADA 89146

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of notification of filing of Declarations of Interest in property located in the existing Redevelopment Areas

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Nevada Community Redevelopment Law (NRS 279.454) requires any officer or employee of the City who participates in the formulation of or approval of plans or policies for the redevelopment area to disclose any direct or indirect financial interest he/she has in said property; and, if any officer or employee owns, purchases or acquires any interest in such property, they shall make a written disclosure of said interest on the minutes of both the City Council and the Redevelopment Agency.

RECOMMENDATION:
By approving this notification, the Council acknowledges the names of those persons filing a Disclosure of Interest as indicated in Attachment B and that Attachment B is made part of the minutes of today's City Council Meeting.

BACKUP DOCUMENTATION:
1. Agenda Memo containing procedure used by the City Clerk for appropriate filings
2. Distribution List (Attachment A)
3. Completed Filings for those Persons with an Interest to Declare (Attachment B)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: August 4, 2010
DEPARTMENT: City Clerk
ITEM DESCRIPTION: Report on Declarations of Interest in Redevelopment Areas

As noted on the Agenda Summary Page, the Nevada Community Redevelopment Law contains a provision (NRS 279.454) which requires any officer or employee of the City who in the course of their duties participates in the formulation of or approval of plans or policies for the redevelopment area to disclose any direct or indirect financial interest he or she has in said property; and, if any officer or employee owns, purchases or acquires any interest in such property, they shall make a written disclosure of said interest.

This law further requires that said interest be disclosed to both the Redevelopment Agency and City Council and that this be entered upon the Minutes of both bodies.

Notification for disclosure was distributed to those City employees on the attached list with a disclosure form to be returned to the City Clerk if appropriate (Attachment A). It was the responsibility of the Department Directors to determine if their department fell under the jurisdiction of this section of NRS and if so, to have appropriate staff members also submit the disclosure form. Declaration forms are attached (Attachment B) only for those persons who had an interest to declare.

This is a duplicate item on both the City Council and Redevelopment Agency agendas.

DISCLOSURE OF INTEREST
REDEVELOPMENT AREA
CHECKLIST - 2010

DISTRIBUTION	DATE RECEIVED
Mayor Oscar B. Goodman	
Councilman Gary Reese	
Councilman Steve Wolfson	
Councilwoman Lois Tarkanian	
Councilman Steven D. Ross	
Councilman Ricki Y. Barlow	
Councilman Stavros Anthony	
Elizabeth N. Fretwell, City Manager	
Orlando Sanchez, Deputy City Manager	
Jim Nichols, Deputy City Manager	
Scott D. Adams, Chief Urban Redevelopment Officer	
Brad Jerbic, City Attorney	
Beverly K. Bridges, City Clerk	
Stephen Harsin, Director, Neighborhood Services	
Jorge Cervantes, Director, Public Works	
Mark Vincent, Director, Finance	
Greg Gammon, Fire Chief, Fire Services	
Ted Olivas, Director, Administrative Services	
David Riggleman, Director, Communications	
Dan Tarwater, Director, Human Resources	
Margo Wheeler, Director, Planning & Development	
Bill Arent, Director, Office of Business Development	
Christopher Knight, Director, Building & Safety	
Billie Bastian, Director, Leisure Services	
Karen Coyne, Director, Detention & Enforcement	
Joseph Marcella, Director, Information Tech.	
Radford Snelding, City Auditor	
James P. Carmany, Court Administrator, Municipal Court	
Larry Haugsness, Director, Field Operations	
Planning Commission Members:	
Ric Truesdell	
Vicki Quinn	
Byron Goynes	
Steven Evans	
Glenn Trowbridge	
Keen Ellsworth	
Gus W. Flangas	
Others	
Daniel R. Hyde, Fleet & Transportation Services Manager	
Cheri L. Edelman, City Engineer	
Thomas Burkart, Senior Economic Development Officer	
Romeo Betea, Manager, Business Development	
Susan Boniella, Management Analyst II, OBD	
David Bratcher, Major Projects Development Manager	
Rich Atkins, Redevelopment Officer, OBD	

Scott Auyong, Senior Economic Development Officer OBD	
Scott Carter, Redevelopment Officer, OBD	
Shani Coleman, Senior Economic Development Officer, OBD	
JoAnn Crolli, Business Specialist I, OBD	
Darren Harris, Senior Economic Development Officer	
Brenda Hughes, Senior Economic Development OBD	
Debra Hume, Secretary OBD	
June Johns, Senior Economic Development Officer, OBD	
Mary Jane Porterfield, Senior Professional, OBD	
Julie Quisenberry, Real Estate Specialist, OBD	
Adrina Ramos-King, Economic Development Officer OBD	
Diane Rodriquez, Professional, OBD	
Margaret Smith, Administrative Secretary	
Adam Sumner, Senior Economic Development Officer	
Evelyn Valdez, Office Specialist II, OBD	
Steven R. Van Gorp, Deputy Director, OBD	

DATE: June 24, 2010

TO: BEVERLY K. BRIDGES
CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY

RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

Name: Councilman Steve Wolfson

Title: Councilman

Department: City Council

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that ***(please check)***

I DO [✓]

I DO NOT [ ]

hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

If you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

601 South 7th Street, 89101

Description of Interest:

Law office building

RECEIVED
CITY CLERK
2010 JUN 30 A 11:54

Signature (Required) 6-25-10 **(Date)**

common/forms/redevelopment area disclosure 2010 form

DATE: June 24, 2010

TO: BEVERLY K. BRIDGES
CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY

RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

Name: GARY REESE

Title: MAYOR PRO-TEM

Department: City Council

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that ***(please check)***

I DO [X]

I DO NOT [ ]

hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

RECEIVED
CITY CLERK
2010 JUL -2 A 8:08

If you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

2341 EAST BONANZA Rd.
LAS VEGAS NV. 89101
PLAZA BARBERSHOP

Description of Interest:

DARRILL PRICE AND I ARE PARTNERS
WE OWN THE SHOP
RENT THE SUITE WE ARE IN

Gary Reese — July 1, 2010
Signature (Required) (Date)

common/forms/redevelopment area disclosure 2010 form

DATE: June 24, 2010

TO: BEVERLY K. BRIDGES
CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY

RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

Name: Richard W Truesdell

Title: Chairman, Planning Commission

Department: Planning

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that ***(please check)***

I DO [X]

I DO NOT [ ]

hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

RECEIVED
CITY CLERK
2010 JUL 6 P 1:50

If you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:

(1) 1211 So Third St. (162-03-110-011) Vacant Land
(2) 2233 LV Blvd South (162-03-410-007)
(3) 2200 Paradise Road (162-03 711-011, 010 & 019)

Description of Interest:

(1) Owned By Cornerstone Companies, which my wife and I Have 100 Ownership
(2) & (3) Owned By Clerk Development, my wife and I own 28% of the Properties.

Signature (Required) 6-30-2010 (Date)

common/forms/redevelopment area disclosure 2010 form

RECEIVED
CITY CLERK

DATE: June 24, 2010 2010 JUL 15 P 3:02

TO: BEVERLY K. BRIDGES
CITY CLERK AND SECRETARY TO THE REDEVELOPMENT AGENCY

RE: DISCLOSURE OF INTEREST - REDEVELOPMENT AREA

Please complete the following information:

Name: Victoria Quinn

Title: Planning Commissioner

Department: Planning

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that ***(please check)***

I DO ☒

I DO NOT ☐

hold a financial interest in any property located in the area identified as the "Downtown Redevelopment Area".

If you do hold a financial interest, please specify below (attach additional sheets if needed):

Location of Property:
1821 Western Ave

Description of Interest:
Part of Family Trust or LLC

Husband

A.P.C. for Vicki Quinn 7-15-10
Signature (Required) **(Date)**

common/forms/redevelopment area disclosure 2010 form

Vicki is out of Town

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: FIELD OPERATIONS
DIRECTOR: LARRY HAUGSNESS ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Real Property Donation Agreement between the City of Las Vegas and Chase Home Finance, LLC for the donation of real property to the City located at 613 West Monroe Avenue, APN 139-27-110-134 - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Chase is the owner of certain real property which was encumbered with a lien by the City in the amount of $366,404.74 for the abatement of nuisance and related fees and penalties. The lien was released on May 19, 2010 in exchange for the payment of $11,356.75, which has been paid to the City, and in anticipation of the execution of this Agreement. Chase desires to convey the property to the City subject to the terms and conditions of this agreement.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Real Property Donation Agreement

REAL PROPERTY DONATION AGREEMENT

THIS REAL PROPERTY DONATION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2010, by and between the City of Las Vegas, Nevada, a municipal corporation of the State of Nevada ("City") and Chase Home Finance, LLC, a Delaware limited liability company, Successor by Merger to Chase Manhattan Mortgage Corporation, a Delaware corporation authorized to do business in the State of Nevada ("Chase"). The City and Chase are individually or collectively are referred to herein as "Party" or "Parties."

RECITALS

WHEREAS, Chase is the owner of certain real property designated as Assessor's Parcel Number ("APN") 139-27-110-134, more commonly known as 613 West Monroe Avenue, Las Vegas, County of Clark, Nevada 89106, and legally described in Exhibit A, attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Property was encumbered with a lien by the City of Las Vegas in the amount of Three Hundred Sixty Six Thousand Four Hundred Four Dollars and 74/100 Cents ($366,404.74) for the abatement of nuisance and related fees and penalties (the "Lien"). The Lien was released on May 19, 2010 in anticipation of execution of this Agreement. The Lien and Lien Release are attached as Exhibit B and incorporated herein by this reference; and

WHEREAS, Chase desires to convey the Property to the City subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing facts and terms, conditions and covenants set forth below, the Parties hereto agree as follows:

1. EXCHANGE. The City recorded the Lien Release in exchange for the payment of Eleven Thousand Three Hundred Fifty Six Dollars and 75/100 Cents ($11,356.75), which was paid to the City by a check from Adorno, Yoss, Alvarado & Smith dated April 5, 2010, attached hereto as Exhibit C and incorporated herein by this reference, and the conveyance of the Property to the City (collectively the "Exchange");

2. DEED. Chase shall convey or cause to be conveyed to the City a recordable Grant, Bargain and Sale Deed in the form attached hereto as Exhibit D and incorporated herein by this reference.

3. FIXTURES AND PERSONAL PROPERTY. All fixtures and personal property that remain in and on the Property at the date of closing are being sold in AS IS CONDITION. Chase makes no warranties as to the condition of fixtures and personal property.

4. ESCROW, ESCROW HOLDER, AND OPENING OF ESCROW. Within ten (10) business days of the Effective Date of this Agreement, Chase shall open an escrow to facilitate the transaction contemplated by this Agreement ("Escrow") with Old Republic Title Company ("Escrow Holder"). Delivery by Chase to Escrow Holder of a fully-executed original or counterpart original of this Agreement shall constitute the opening of Escrow ("Opening of Escrow"). This Agreement shall constitute escrow instructions ("Escrow Instructions") to Escrow Holder. The Parties shall execute such

additional Escrow Instructions consistent with the provisions of this Agreement that are mutually acceptable to the Parties or that may be required by Escrow Holder. Chase shall bear all costs associated with Escrow.

5. DATE OF ACCEPTANCE. The Exchange shall occur on or before July 31, 2010, or at such time as mutually agreed upon by the Parties in writing.

6. OBLIGATIONS OF THE CITY. In addition to performance by Buyer of all obligations of Buyer contained in this Agreement, on or before one (1) business day prior to Close of Escrow, Buyer shall deposit into Escrow (i) all documents reasonably required of the City by Escrow Holder to the Close of Escrow.

7. OBLIGATIONS OF CHASE. In addition to fulfilling any other obligations of Chase contained in this Agreement, on or before one (1) business day prior to Close of Escrow, Chase shall deposit into Escrow (i) a Grant, Bargain and Sale Deed to the Property, substantially in the form attached hereto as Exhibit "D,"; and (ii) any documents reasonably required of Chase by Escrow Holder to carry out Close of Escrow.

8. PRORATIONS. Proratable items shall include, without limitation, utilities, water and sewer, and homeowner or condominium association fees. Chase agrees to pay prior to or at closing any special assessments, including utilities, water and sewer, encumbrances other than the Lien, outstanding prior to Date of Acceptance. The general Real Estate taxes shall be prorated as of the Date of Acceptance based on one-hundred percent (100%) of the most recent ascertainable full year tax bill.

9. INSPECTIONS. The City agrees to waive any professional inspections, including but not limited to, home, radon, environmental and lead-based paint.

10. SURVEY. Chase will not provide or pay for a plat of survey. If a survey is required by the City, it shall be at the City's expense.

11. TITLE: Escrow Holder shall deliver to the City, through Escrow, a CLTA owner's policy of title insurance insuring the City's fee ownership of the Property, subject only to the usual printed title company exceptions, in amounts equal to the value of the Property, issued by Title Insurer and dated as of Date of Acceptance. Chase shall be responsible for all costs related to issuance of the CLTA owner's policy of title insurance.

12. PERFORMANCE: Time is of the essence of this Contract.

13. DAMAGE TO REAL ESTATE PRIOR TO CLOSING: If, prior to the delivery of the deed, the Property is destroyed or materially damaged by fire or other casualty, or the Property is taken by condemnation, then City shall have the option of terminating this Agreement.

14. GOVERNMENTAL COMPLIANCE: Parties agree to comply with the reporting requirements of the applicable sections of the Internal Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.

15. GOVERNING LAW. This Agreement shall, in all respects, be governed by the laws of the State of Nevada applicable to agreements executed and to be wholly performed with the State of Nevada.

Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

16. ENTIRE AGREEMENT AND AMENDMENT. This Agreement fully and completely expresses the entire agreement between the Parties hereto with respect to the subject matter hereof. Any amendment to this Agreement shall be in writing and approved by the City Council of the City; provided, however, that an amendment to this Agreement solely for the purpose of extending the Date of Acceptance Escrow may be approved in writing by the City Manager of the City.

17. NOTICES. All notices, demands and other communications given or required to be given pursuant to this Agreement shall be in writing, duly addressed as indicated below, and given by personal delivery, registered or certified mail (postage prepaid and return receipt requested), Federal Express or other reliable private express delivery, or by facsimile transmission (with original to follow via first-class U.S. Mail). Such notices, demands or other communications shall be deemed received: (i) immediately upon delivery if personally delivered or sent by facsimile transmission; or (ii) after three business days if given or sent by any other approved method specified above. Any Party specified below may, for purposes of this Agreement, change its name, address, facsimile number or person to whom attention should be directed by giving notice in the manner specified in this Section. Notices, demands and communications shall be duly addressed as follows:

To City:
City of Las Vegas
Attn: Real Estate and Utilities
400 Stewart Avenue, 4th Floor
Phone: 702.229.1021
Fax: 702.464.2522

To Chase:
Chase Bank
Attn: Mike Panaro
111 E Wisconsin Ave
Floor 5 WI1-2088
Milwaukee WI 53202
Phone: 414.977.7951
Fax:

To Escrow Company:
Old Republic Title Company
6256 Spring Mountain Road #110
Las Vegas, NV 89146
Phone: 702-227-0756

18. WAIVER. The failure of either Party at any time to require performance by the other Party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver of any breach of any provision of this Agreement by the City or Chase shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement.

19. REPRESENTATION BY INDEPENDENT COUNSEL. The Parties agree and acknowledge that they have been represented by independent legal counsel of their own choice throughout all negotiations preceding the execution of this Agreement, and that they have executed this Agreement with the consent of, and upon the advice of, their own legal counsel.

20. NOT FOR BENEFIT OF THIRD PARTIES. This Agreement and every provision hereof is for the exclusive benefit of the Parties to this Agreement and not for the benefit of any third party.

21. ASSIGNMENT. This Agreement shall be binding upon the Parties hereto and their respective heirs, successors, representatives and assigns.

22. SEVERABILITY. If any article, section, subsection, paragraph, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by a court of competent jurisdiction to be illegal, null or void or against public policy, the remaining articles, sections, subsections, paragraphs, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

23. EFFECTIVE DATE. The Effective Date of this Agreement shall be the date that it is executed by the City, which date shall be inserted in the first paragraph of this Agreement.

24. NON-MERGER. The terms and provisions of this Agreement will not merge in, but will survive, any closing of the transaction contemplated under this Agreement.

25. NON-APPROPRIATION. Chase acknowledges that the City is a governmental entity and the Agreement validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of the City's obligations under this Agreement, then the City shall have the right to terminate this Agreement at any time after written notice to Chase of the unavailability and non-appropriation of public funds. It is expressly agreed that the City shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

City of Las Vegas

By:_____
Oscar B. Goodman, Mayor

Attest:

_____
Beverly K. Bridges, MMC, City Clerk Date

Approved as to Form:

John S. Ridilla 7/7/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Chase Home Finance, LLC Successor by Merger to Chase Manhattan Mortgage Corporation

By:_____

Name: Michael Panaro

Title: AVP

NOTARY ACKNOWLEDGEMENTS ON NEXT PAGE

STATE OF NEVADA)
)ss.
CLARK COUNTY)

On this _____day of _____. 2010, before me, the undersigned Notary Public in and for said County and State, appeared Oscar B. Goodman, as Mayor of the City of Las Vegas, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes therein mentioned.

_____
Notary Public

STATE OF NEVADA)
)ss.
CLARK COUNTY)

On this 6 day of JULY. 2010, before me, the undersigned Notary Public in and for said County and State, appeared MICHAEL PANARO, AVP of Chase Home Finance, LLC Successor by Merger to Chase Manhattan Mortgage Corporation, known to me to be the person who executed the above and foregoing instrument, and who acknowledged to me that he did so freely and voluntarily and for the purposes therein mentioned.

_____
Notary Public

NOTARY PUBLIC CELESTE SIREC STATE OF COLORADO 12-8-13

EXHIBIT A

LEGAL DESCRIPTION

LOT (10) IN BLOCK (20) OF H.F.M. & M. ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF IN FILE IN BOOK 1 OF PLATS, PAGE 47 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT B

LIEN & LIEN RELEASE

Receipt/Conformed Copy

Requestor:
LAS VEGAS CITY
04/23/2009 11:23:19 T20090139887
Book/Instr: 20090423-0002344
Lien Page Count: 1
Fees: $0.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

APN 139-27-110-134

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: CHASE HOME FINANCE, LLC
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: 139-27-110-134
Commonly known as: 613 W. MONROE AVENUE
Legal Description: H F M 7 M ADD
PLAT BOOK 1 PAGE 47
LOT 10 BLOCK 20

On November 8, 2008 as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expense costs and fees in the amount of $10,854.74 were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.04.120, civil penalties in the amount of $355,550.00 were levied against the property as for violation (s) of Municipal Code 9.04.010 for a total charge in the amount of $366,404.74 assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on April 15, 2009 ordered the above charges in the amount of $366,404.74 assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

BEVERLY BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this 20th day of April, 2009

Maxine M. Sandoval
NOTARY PUBLIC, in and for said County and State

MAXINE M. SANDOVAL
Notary Public State of Nevada
No. 08-7891-1
My appt. exp. Aug. 28, 2012

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE, LAS VEGAS, NV 89101
Case # 47489

Inst #: 201005190001211
Fees: $14.00
N/C Fee: $0.00
05/19/2010 10:10:28 AM
Receipt #: 356602
Requestor:
LAS VEGAS CITY
Recorded By: ANI Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN: 139-27-110-134

RELEASE OF NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: Chase Home Finance LLC
(Reputed Owner(s) at time of abatement)

THE CITY OF LAS VEGAS, NEVADA, does hereby certify that a certain lien as provided for in the Las Vegas Municipal Code, Title 9, Chapter 9, "Nuisance:, recorded on April 23, 2009 in the Office of the County Recorder of Clark County, as Instrument Number 02344 in Book 20090423 has been fully paid and satisfied and the lien and notice shown below may be canceled and discharge of recorded.

Amount of Lien:	**$366,404.74**
Address of Property Abated:	**613 W. Monroe**
Assessor's Parcel No:	**139-27-110-134**
Legal Description:	**H F M & M Add**
	Phat Book 1 Page 47
	Lot 10 Block 20

Lien in the amount of $ 366,404.74 has been fully paid and satisfied and the lien and notice may be canceled and discharge of record.

Release Date: May 6, 2010

BY: _____
DEVIN SMITH, MANAGER
Department of Neighborhood Services
Division of Neighborhood Response
400 Stewart Avenue
Las Vegas, Nevada 89101
Telephone: 229-6615

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

DEVIN SMITH, being duly sworn, deposes and says that he is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that he has read the same and knows the contents hereof, that the matters stated therein are true of his own knowledge, except such matters as are stated to be on information and belief, and as to those matters, he believes them to be true.

BY: _____
DEVIN SMITH, MANAGER
Department of Neighborhood Services
Division of Neighborhood Response

SUBSCRIBED and SWORN to before me
This 6th day of May 2010

Laura deArmond
NOTARY PUBLIC in and for said
County of Clark

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
LAURA DE ARMOND
Appt. No. 01-66412-1
My Appt. Expires Feb. 5, 2014

When recorded, please return to: Division of Neighborhood Response, City of Las Vegas, 400 Stewart Avenue, Las Vegas, Nevada 89101
Case: 47489

EXHIBIT C

PAYMENT FROM CHASE TO THE CITY

CHASE

Check Details

Print Help with this page

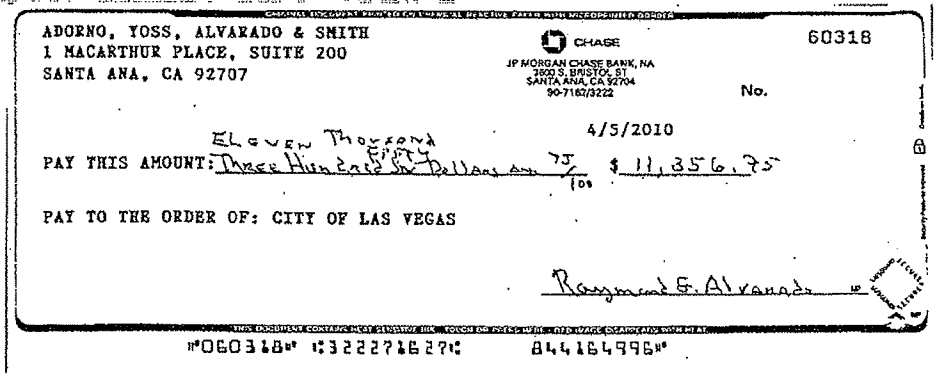
I'd like to...

See Account

GENERAL CHECKING (...4996)

Check Number: 60318 **Post Date:** 04/19/2010 **Amount of Check:** $11,356.75

Front Enlarge/Reduce Check Image


ADORNO, YOSS, ALVARADO & SMITH
1 MACARTHUR PLACE, SUITE 200
SANTA ANA, CA 92707

CHASE
JP MORGAN CHASE BANK, NA
2800 S. BRISTOL ST.
SANTA ANA, CA 92704
90-7187/3222

60318

No.

4/5/2010

PAY THIS AMOUNT: Eleven Thousand Three Hundred Fifty Six Dollars and 75 Cents $ 11,356.75

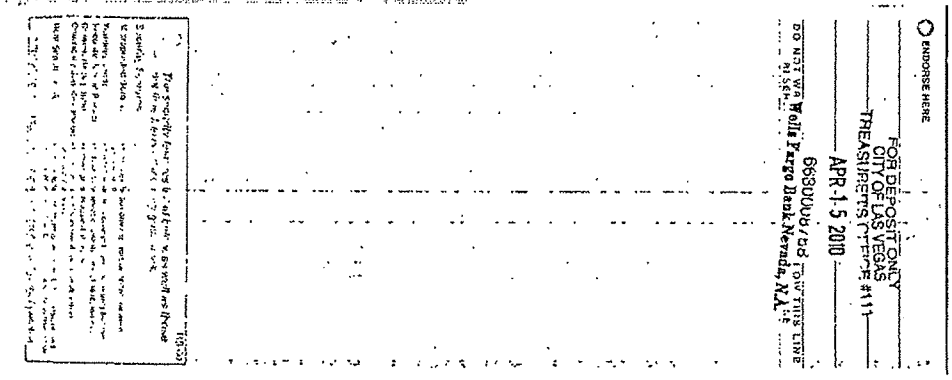
PAY TO THE ORDER OF: CITY OF LAS VEGAS

Raymond E. Alvarado

⑈060318⑈ ⑆322271627⑆ 8441649968⑈

Need help printing or saving this check?

Back Enlarge/Reduce Check Image


ENDORSE HERE

FOR DEPOSIT ONLY
CITY OF LAS VEGAS
TREASURER'S OFFICE #111

APR 15 2010

DO NOT WRITE BELOW THIS LINE
Wells Fargo Bank, Nevada, N.A.
6680000/122

Need help printing or saving this check?

EXHIBIT D

GRANT, BARGAIN and SALE DEED

R.P.T.T.: Exempt 2
APN: 139-27-110-134

Title Order No. 5113003603
Escrow No. 5113003603-EW

WHEN RECORDED MAIL TO:
City Of Las Vegas

MAIL TAX STATEMENTS TO:
Grantee at address above

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT, BARGAIN AND SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Chase Home Finance LLC successor by merger to Chase Manhattan Mortgage Corporation

hereby GRANT(S), BARGAIN(S), SELL(S) AND CONVEY(S) to

City Of Las Vegas,

that property in Clark County, Nevada, described as:

See "Exhibit A" attached hereto and made a part hereof.

Dated July 13, 2010

Chase Home Finance LLC ,

By:_____

State of _____
County of _____

This instrument was acknowledged before me on
_____ by
_____
__ as _____ of
_____.

_____
Signature of notarial officers

ORDER NO. : 5113003603-EW

EXHIBIT A

The land referred to is situated in the County of Clark, City of Las Vegas, State of Nevada, and is described as follows:

Lot Ten (10) in Block Twenty (20) of H.F.M. & M. Addition to the City of Las Vegas, as shown by map thereof on file in Book 1 of Plats, Page 47, in the Office of the County Recorder of Clark County, Nevada.

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)
   139-27-110-134

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

FOR RECORDER'S OPTIONAL USE ONLY
Book: _____ Page: _____
Date of Recording: _____
Notes:

3. Total Value/Sales Price of Property $0.00
   Deed in Lieu of Foreclosure Only (value of property) ( )
   Transfer Tax Value $0.00
   Real Property Transfer Tax Due

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption per NRS 375.090, Section 2
   b. Explain Reason for Exemption: Transfer to a Government Entity

5. Partial Interest: Percentage being transferred: _____%

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

Signature _____ Capacity: Grantor

Signature _____ Capacity: Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)	**BUYER (GRANTEE) INFORMATION (REQUIRED)**
Chase Home Finance LLC	City Of Las Vegas
_____	_____
_____	_____

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

Old Republic Title Company of Nevada
6256 Spring Mountain Road
Las Vegas, NV 89146

Escrow #: 5113003603-EW

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: FIELD OPERATIONS
DIRECTOR: LARRY HAUGSNESS ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a First Amendment to Sublease Agreement between the City of Las Vegas and the Neon Museum to facilitate use of Cashman Center Parking Lot, APN 139-27-709-001, as a temporary storage lot for construction of the Neon Boneyard project located on the east side of Las Vegas Boulevard north and south of McWilliams Avenue - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On February 3, 2010 the City Council approved a Sublease Agreement for the City's use of the property located immediately north of the City's construction of the Neon Boneyard Park. This Sublease allows the City use of the property to facilitate the construction of the Park. The City desires to amend this agreement to extend the term.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
First Amendment to Sublease Agreement

FIRST AMENDMENT to SUBLEASE AGREEMENT

THIS FIRST AMENDMENT TO SUBLEASE AGREEMENT ("First Amendment") is made and entered into this _____ day of _____, 2010, by and between the City of Las Vegas, Nevada, a municipal corporation of the State of Nevada (the "Tenant") and the Neon Museum, a non-profit corporation under the laws of the State of Nevada (the "Landlord") The Tenant and Landlord are individually or collectively referred to herein as "Party" or "Parties."

RECITALS

WHEREAS, the Parties entered and executed a Sublease Agreement (the "Sublease") on February 3, 2010 for the Tenant's use of the Property to facilitate the construction of the Neon Boneyard Park; and

WHEREAS, the Parties desire to amend the term of the Sublease to;

NOW, THEREFORE, in consideration of the foregoing facts and terms, conditions and covenants set forth below, the Parties hereto agree as follows:

1. Sublease provision in Article 2.1 TERM, is amended to read as follows:

The term of this Sublease is for a period from 12:01 A.M. Pacific Standard Time on February 1, 2010 to 11:59 P.M. Pacific Standard Time on ***October 31, 2010.***

2. Incorporation. Except as otherwise amended herein, all other terms and conditions of the Sublease shall remain in full force and effect and Tenant hereby ratifies and confirms its obligations thereunder. Tenant represents and acknowledges that as of the date of this First Amendment, Tenant (i) is not in default under the terms of the Lease; (ii) has no defense, set off or counterclaim to the enforcement by Landlord of the terms of the Lease; and (iii) is not aware of any action or inaction by Landlord that would constitute an event of default by Landlord under the Lease.

3. The Parties reaffirm the Sublease and agree and acknowledge that, except as expressly amended hereby, the Sublease remains in full force and effect according to its terms. Unless otherwise defined in this First Amendment, the defined terms used herein shall have the meaning ascribed to them in the Sublease. In the event of any conflict between the terms of the Sublease and this First Amendment, the terms of this First Amendment shall govern.

4. In all other respects, the Sublease is hereby ratified and confirmed, in full.

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

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the date first above written.

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

By: _____
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM:

By: John S. Ridilla 7/7/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

NEON MUSEUM

By: Nancy Deaner

Name: Nancy Deaner

Title: President, Board of Trustees

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

Fiscal Impact

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

Amount: $42,783,095.54
Funding Source: All Funds
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
In compliance with the City's Municipal Code, Chapter 4.12, this is an informational item that provides the dollar amount of disbursements processed by the Finance and Business Services Department.

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
Summary of Cash Expenditures for the period 07/01-07/15/10

City of Las Vegas

Summary of Cash Expenditures

For period of 7/1-7/15/10

Total Services & Materials Checks :	**$20,796,146.18**
Total Services & Materials EFT Payments :	**$1,965,301.75**
Total Wire Transfers:	**$13,015,637.56**
Total Payroll Checks:	**$7,006,010.05**
Grand Total:	**$42,783,095.54**

I hereby certify that I have reviewed the above amounts and approved them for payment as being in compliance with all applicable laws to the best of my knowledge and belief.

Mark R. Vincent
Chief Financial Officer

Beverly K. Bridges, MMC
City Clerk

On August 4, 2010, the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval to allocate $96,300 of undesignated Ward 1 Residential Construction Tax (RCT) funding to Bob Baskin Park ($40,000) located at 2700 West Oakey Boulevard and Frank F. Garside Junior High School ($56,300) located at 300 South Torrey Pines Drive, for two park improvement projects (Park and Leisure Activities Capitol Project Fund) - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $96,300
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
The Public Works Department has reviewed two park improvement projects in Ward 1 that will be funded by the Ward 1 RCT. Based on that review, Ward 1 RCT funding may be reallocated as follows in order to meet current construction estimates: $96,300 from undesignated Neighborhood Park Improvements with $40,000 going to Bob Baskin Park and $56,300 going to the Frank F. Garside Junior High School ball fields. The Garside site will be subject to a maintenance agreement with Clark County School District and no work will commence until the agreement is in place.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Parks and Recreation Capital Project Fund

CITY OF LAS VEGAS
PARKS & RECREATION CAPITAL PROJECT FUND
August 4, 2010

Project	Ward	Project to Date	City Council	Project to Date	City Council Agenda
Bettye Wilson Soccer Complex Restroom	4	450,000		450,000	
Bob Baskin Park	1		40,000	40,000	
Bonanza Trail	5,6	14,060,000		14,060,000	
Boulder Plaza Park	1	1,626,240		1,626,240	
Clark County 215 Beltway Trail Segments	2,4	3,773,000		3,773,000	
Construction/Bid Reserve	All	10,000,000		10,000,000	
Cultural Corridor Median Improvements	5	1,795,000		1,795,000	
Cultural Corridor Trails	5	2,323,200		2,323,200	
Cultural Corridor Trails Bridge Artwork	5	300,000		300,000	
D Street Landscape and Median Improvements	5	650,000		650,000	
Desert Nature Preserve	2	5,940,000		5,940,000	
Doc Romeo Park Restrooms	4	370,000		370,000	
Doolittle Park Renovation Phase 1	5	1,400,000		1,400,000	
Doris Hancock	1	200,000		200,000	
Durango / Riley Park Phase 2	6	739,824		739,824	
Ed Fountain Park Parking Lot Improvements	5				
Enterprise Park Common Area Improvements	1	3,575,000		3,575,000	
Entertainment Trail Streetscape	5				
Ethel Pearson Park	5	800,000		800,000	
Firefighters Memorial Park (AKA Oakey Torrey Pines Ball	1				
Freedom Park Renovation and Sports Complex	3				
Fremont Neon Sign Project (Signs on Sticks 2)	3				
Garside Junior High Ball Fields	1		56,300	56,300	
Garside Pool Improvements	1	3,200,000		3,200,000	
Gilmore / Cliff Shadows Park	4	4,115,784		4,115,784	
Hills Park Improvements	4				
Indian Hills Park	6	396,055		396,055	
Las Vegas Arts District Gateways	1				
Las Vegas Arts District Signs (aka 18B)	1	1,148,011		1,148,011	
Las Vegas Boulevard- Median Islands - Fremont to US-95	3	294,289		294,289	
Las Vegas Springs Preserve Phase 2	2	12,100,000		12,100,000	
Las Vegas Wash Trail Phase 1 and 2	3	8,462,000		8,462,000	
Las Vegas Wash Trailhead Bridge	3	2,860,000		2,860,000	
Lone Mountain Trail System Phase 1 and 2	4	6,002,000		6,002,000	
Lorenzi Park Renovation Phase 2	5	14,197,355		14,197,355	
Lorenzi Park Upgrades	5	580,000		580,000	
Majestic Park Improvements	4				
Martin Luther King Median Landscaping	1,5				
Multi-Use Trails and Trailheads	All				
Multi-Use Transportation Trails	All	11,151,360		11,151,360	
Neighborhood Park Improvements - RCT	All	1,258,907	(96,300)	1,162,607	
Neon Boneyard Park	5	5,668,567		5,668,567	
Neon Museum Visitors Center	5	807,039		807,039	
Pavilion Pool Enclosure	2	6,000,000		6,000,000	
Pedestrian Bridge - Cultural Corridor Trail	1,5	1,650,000		1,650,000	
Pedestrian Bridge - Las Vegas Wash	3	3,300,000		3,300,000	
Pedestrian Bridge - Lone Mountain Trail	4	3,300,000		3,300,000	
Performing Arts Center	5	275,417,081		275,417,081	
Post Office Rehabilitation	5	39,923,558		39,923,558	
Rancho Median Improvements	5	500,000		500,000	
Rose Warren	1	300,000		300,000	
Rotary Park Improvements	1	2,400,000		2,400,000	
Sandhill / Owens Park	3	3,240,000		3,240,000	
Sandhill / Owens Trailhead	3	2,068,000		2,068,000	
Stupak Community Center	3	12,500,000		12,500,000	
Stupak Park	3	3,200,000		3,200,000	
Teton Trails Park Phase 3	6	140,000		140,000	
Teton Trails Park Phase 4	6	365,000		365,000	
Tropical / Durango Park Phase 1	6	1,986,345		1,986,345	
Tropical / Durango Park Phase 2 (7/1/10)	6	1,600,000		1,600,000	
Urban Pathways - 1st St Beautification, Boulder to Hoover	1,5	1,250,000		1,250,000	
Urban Pathways - Hoover Street Beautification	1,5				
Vias Verdes Pre-Proposal Planning Project	4	295,000		295,000	
		479,678,615	-	479,678,615	

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for First Friday, Location: 1228 South Casino Center Boulevard, Dates: August 6 and September 3, 2010, Type: Special Event General, Event: First Friday Festival, Responsible Person in Charge: Cindy Funkhouser - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event times are 6:00 p.m. - 10:00 p.m. Estimated attendance is 3,500. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
ABEYANCE ITEM - Approval of an extension of a Temporary Tavern License for a Change Business Name, Change of Location, and Change of Ownership, From: Isaher Inc., dba Odyssey Bar, 1930 Fremont Street, To: Paovis Enterprises Inc., dba Fongs Garden China-Mex, 2021 East Charleston Boulevard, Mercy Mejia Pres, Secy, Treas, Dir, 100% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Tavern License for a Change Business Name, Change of Location, and Change of Ownership.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License, Jazzmine at Summerlin Corp, dba Nittaya's Secret Kitchen, 2110 North Rampart Boulevard, Suite 110, Nittaya Parawong, Pres, Secy, Treas, Dir, 100% - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
ABEYANCE ITEM - Approval of an extension of a Temporary Burglar Alarm Service License, Millennium Alarm Systems Inc., dba Millennium Alarm Systems Inc., 5777 West Century Boulevard, Suite 1755, Niels-Ole Staehr, Pres, Martin Askgaard, V.P., Stephan Staehr, Dir, and Rita Nielsen, Dir - California

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Burglar Alarm Service License.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a new Massage Establishment License, Rain Salon Studios, LLC, dba Rain Salon Studios, 6575 North Decatur Boulevard, Suite 180, Whittle Family, L.P., Whittle Family Trust, Jeffrey A. Whittle, General Ptnr, Trustee and Shelley K. Whittle, General Ptnr, Trustee - Ward 6 (Ross) [NOTE: This is an ancillary license to an existing salon - Rain Salon Studios]

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Massage Establishment License.

RECOMMENDATION:
Recommend approval subject to the following conditions:

1. Area dedicated for massage does not exceed 150 sq feet.
2. No exterior signage advertising massage.
3. Hours of operation are limited to the period between 8:00 a.m. and 9:00 p.m. and cannot exceed those of the primary business.
4. Massage therapists have valid State Massage licenses and City Business Licenses.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **26.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Psychic Arts and Science License, Tami Keele, dba Tami Keele, 6848 West Charleston Boulevard, Tami Keele, Owner, 100% - Ward 1 (Tarkanian) [NOTE: This license is located in an existing business – Psychic Eye Book Shop]

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Psychic Arts and Science License.

RECOMMENDATION:
Recommend approval of an extension of the temporary license with the authority of the director or designee to issue a permanent license upon receipt of a favorable investigative and subject to the following conditions:

1. Rates must be posted in a conspicuous place, visible to patrons, on a sign of at least 8” x 10” in size, with lettering no smaller than one inch.
2. If the licensee operates by donation or indirect method of payment, including remuneration that is at the discretion of the customer, the signage shall indicate such to the patron.
3. The rates published shall be the only rates charged.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **27.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Change of Location for a Class II Secondhand Dealer License, The Politis Corporation, dba The Attic Las Vegas, From: 1018 South Main Street, To: 1025 South Main Street, Mayra Politis, Secy 50% and Victor Politis, Pres, 50% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Location for a Class II Secondhand Dealer License.

RECOMMENDATION:
Recommend approval and subject to the following condition:

1. Limited to the sale of new and used clothing and costumes.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **28.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Change of Location for a Class II Secondhand Dealer License and a Pawnbroker License subject to the provisions of the fire code, EZPawn Nevada, Inc., dba EZPawn, From: 808 South Las Vegas Boulevard, To: 7077 West Craig Road, Joseph Rotunda, Dir, Pres, Connie Kondik, Secy, and Daniel Chism, Controller, Asst. Secy - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Location for a Class II Secondhand Dealer License and a Pawnbroker License.

RECOMMENDATION:
Recommend approval subject to the provisions of the fire code and the following condition:

1. No retail sales of long guns or handguns at the business location.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **29.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a new Auto Pawnbroker License subject to the provisions of the fire code, EZPawn Nevada, Inc., dba EZPawn, 7077 West Craig Road, Joseph Rotunda, Dir, Pres, Connie Kondik, Secy, and Daniel Chism, Controller, Asst. Secy - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Auto Pawnbroker License.

RECOMMENDATION:
Recommend approval subject to the provisions of the fire code.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **30.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a new Class III Secondhand Dealer License, Principal Investments, Inc., dba Rapid Cash, 25 North Lamb Boulevard, Doug Rippel, Secy, Treas, Dir, Chad Faulkner, Dir, and Speedy Cash Intermediate Holdings, Corp, Sole Shareholder, 100%, Douglas Rippel, Chadwick Faulkner, Michael McKnight, James Ackerman, Matt Miller, Friedman Fleischer & Lowe Capital Partners II, LP, FFL Executive Partners II, LP, and FFL Parallel Fund II, LP, Shareholders - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Class III Secondhand Dealer License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **31.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a new Class III Secondhand Dealer License, Principal Investments, Inc., dba Rapid Cash, 2801 West Washington Avenue, Suite 110, Doug Rippel, Secy, Treas, Dir, Chad Faulkner, Dir, and Speedy Cash Intermediate Holdings, Corp, Sole Shareholder, 100%, Douglas Rippel, Chadwick Faulkner, Michael McKnight, James Ackerman, Matt Miller, Friedman Fleischer & Lowe Capital Partners II, LP, FFL Executive Partners II, LP, and FFL Parallel Fund II, LP, Shareholders - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Class III Secondhand Dealer License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **32.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Agreement No. 100262-TF, Prime Design Services Agreement for UPRR Symphony Park Pedestrian Bridge located at 500 Main Street - Department of Public Works - Award recommended to: G.C. WALLACE, INC. ($309,477 - City Facilities Capital Projects Fund) - Wards 3 and 5 (Reese and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $309,477
Funding Source: City Facilities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
Services to be provided include the design of a pedestrian bridge connecting the parking garage structure at 500 Main Street to Symphony Park on opposite sides of the Union Pacific Railroad (UPRR) and will include supporting structures, two elevators and stairs. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: T. Fernandez
POC: Tim McCoy - (702) 804-2003

RECOMMENDATION:
That City Council approve Agreement No. 100262-TF, Prime Design Services Agreement for UPRR Symphony Park Pedestrian Bridge to G.C. Wallace, Inc. in the amount of $309,477. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 100262-TF
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES AGREEMENT
FOR
UPRR SYMPHONY PARK PEDESTRIAN BRIDGE

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **400 Stewart Avenue, Las Vegas, Nevada 89101**, and fax number is **(702) 229-1045**, and **G.C. WALLACE, INC.**, (the "Consultant"), a **Corporation**, whose address is **1555 S. Rainbow Boulevard, Las Vegas, NV 89146**, and fax number is **(702) 804-2000**.

W I T N E S S E T H:

WHEREAS, the City intends to construct the **UPRR Symphony** Park Pedestrian Bridge (herein the "Project"); and

WHEREAS, the City desires to retain the Consultant who will be responsible for providing the professional services more fully described below and in the exhibits attached hereto; and

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 623, 623A, or 625, whichever is legally required for the services to be provided within the State of Nevada, and if applicable to the Consultant's business organization, is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires that control and no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Agreement.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree to the following terms, conditions and covenants set forth in Sections One through Ten hereof:

SECTION ONE
CONSULTANT RESPONSIBILITIES

1.01 ***Description of Consultant's Services.*** For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, **Exhibit "A"** attached hereto and incorporated herein as a part of this Agreement and, if so requested, the additional services set forth in the Additional Compensation, **Exhibit "E"** attached hereto and incorporated herein as a part of this Agreement and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached hereto.

1.02 ***Performance Standards.*** In performing the services set forth in this Agreement, the Consultant shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Agreement.

1.03 ***Document Review.*** The Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for the purpose of ensuring that such documents are technically sound, in conformance with applicable federal, state and local laws and other regulations, and do not violate or infringe upon any patent rights.

1.04 ***Waiver.*** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable for any damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

1.05 ***Designation of Consultant's Representative.*** The Consultant's representative is the individual identified in the Key Personnel List, **Exhibit "F"** attached hereto (the "Consultant Representative") to act in that capacity, who shall be responsible for the services required under this Agreement. The services specified by this Agreement shall be performed by the personnel identified in the Key Personnel List provided that such associates and employees perform under the personal supervision of the Consultant Representative.

If any person or subconsultant who is expected to provide any of the services required under this Agreement is objectionable to the City for any reason, the Consultant shall, without additional compensation, replace such person or subconsultant with someone acceptable to the City.

If the Consultant's personnel are unable to complete their responsibilities for any reason under this Agreement, or the Consultant desires

for any reason to substitute personnel assigned to the Project, the Consultant agrees to obtain the approval of the City for the substitution. The City shall not unreasonably deny approval unless the City adjudges the substitution not be in the interest of the City or the Project.

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Agreement for default as provided in Section 10.03 of this Agreement.

1.06 ***Correspondence Review.*** The Consultant shall furnish the City Representative copies of each correspondence, if any, sent to any contractor involved with the Project, and to any regulatory agencies, for approval and review prior to mailing such correspondence.

1.07 ***Cooperation with the City.*** The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Agreement and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

1.08 ***Responsibility for Construction Document Revisions.***

A. ***Applicability.*** The Consultant's responsibility described in this Section applies only if the Consultant is responsible for providing a construction cost estimate and preparing construction documents for the Project.

B. ***Responsibility for Revisions.*** The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the Construction Cost Budget set forth in the Scope of Services or as may be otherwise agreed upon in writing by parties. If the bids or proposed price received by the City exceeds the Construction Cost Budget, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost to within the Construction Cost Budget and to modify the construction documents without additional compensation. In order to meet the Construction Cost Budget, the Consultant may, with the approval of the City, segregate portions of the work as separate alternate bid items so that bids received by the City to construct the Project will come within the Construction Cost Budget.

"Construction Cost Budget" as used herein means the monetary limit established by the City for construction of the Project which limit includes the cost of the Contractor's labor, materials, equipment, expenses, overhead and profit, but excludes the Project's soft costs, cost of change orders and other cost impacts encountered after award of the construction contract.

SECTION TWO
CITY RESPONSIBILITIES

2.01 ***City Representative.*** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Agreement. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.01 through 10.24 of this Agreement.

2.02 ***Review of Consultant's Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

2.03 ***Access to Records.*** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this Agreement. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Agreement.

2.04 ***Cooperation with Consultant.*** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Agreement and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Agreement.

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

3.01 ***Requested Changes.*** The City may at any time, by written order, make a change in the services to be performed by the Consultant under this Agreement.

3.02 ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Agreement, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Agreement shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20B and 10.20C of this Agreement. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

4.01 ***Additional Services.*** The Consultant shall provide the additional services described in the Additional Compensation if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Agreement.

4.02 ***Attendance at Meetings or Public Hearings.*** The Consultant shall notify the City in advance of any additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the Consultant under this Agreement.

SECTION FIVE
SUBCONSULTANT AGREEMENT

5.01 ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.07, the Consultant enters into an agreement with a subconsultant for the performance of any of its obligations under this Agreement, the Consultant agrees to include in each subconsultant agreement a provision that:

(i) the Consultant agrees to pay the subconsultant when paid by the City for that portion of the services provided to the City and that no liability arises on the part of the Consultant for payment of the subconsultant services until payment has been made by the City. If the City has paid the Consultant for the subconsultant services, the subconsultant's only recourse is against the Consultant and not against the City, either through the institution of legal or equitable action or the attachment of any lien,

(ii) the subconsultant shall have no more rights against the City than that of the Consultant,

(iii) the subconsultant agrees to be bound by the terms, conditions and obligation of this Agreement unless the City has approved any deviation, change or modification in writing, and

(iv) unless otherwise approved in writing by the City Representative, the subconsultant shall obtain and maintain professional liability insurance (Errors and Omissions coverage) in connection with the subconsultant services in an amount equal to that required of the Consultant in this Agreement.

SECTION SIX
TERM OF AGREEMENT

6.01 ***Term.*** This Agreement shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Agreement) and shall remain in force and effect until the Project is completed unless terminated earlier pursuant to Section 10.02 or 10.03 of this Agreement. Such termination shall not release either party from any of its continuing obligations under this Agreement.

6.02 ***Disputes.*** This Section shall not be construed to preclude the filing of any dispute arising out of the performance of this Agreement or in connection with the subject matter hereof, nor shall this Section be construed to change the date or the time on which a cause of action arising out of the performance of this Agreement or in connection with the subject matter hereof, would otherwise accrue under the statutes of limitation or doctrines of law.

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

7.01 ***Compensation: Basic Services.*** For the services to be performed by the Consultant under this Agreement and set forth in the Scope of Services, the City agrees to pay the Consultant the fee in the amount identified in the Fee Breakdown, **Exhibit "D"** attached hereto, pursuant to invoices submitted in accordance with Section 7.04 of this Agreement.

7.02 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant either a lump sum fee, or an hourly fee based on the hourly labor rate schedule set forth in the Additional Compensation, whichever is agreed to by the parties, provided prior written approval for such services is given by the City Representative.

7.03 ***Compensation: Reimbursable Expenses.*** The Consultant agrees that all of its direct and indirect expenses are included in the fee for Basic Services and the agreed upon compensation for any Additional Services, except as may be specifically allowed for reimbursable expenses as part of the Additional Compensation.

7.04 ***Payment Invoicing.*** The Consultant may submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in the Fee Breakdown. The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20A of this Agreement.

7.05 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims which the City may have for failure of the Consultant to comply with the terms, conditions or covenants of this Agreement, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. The City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. If the Consultant disputes the right or amount of the off-set made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

7.06 ***Final Payment.*** Upon completion of the services required under this Agreement, and acceptance thereof by the City (which acceptance will not be unreasonably withheld), the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services.

SECTION EIGHT
PERFORMANCE SCHEDULE

8.01 ***Performance Schedule.*** The Consultant shall perform and complete the services required under this Agreement according to the schedule (the "Performance Schedule") set forth in the Schedule of Performance, **Exhibit "C"** attached hereto. If the performance of services is delayed or submittals are not delivered in the time period as outlined in the Performance Schedule, the Consultant shall notify the City Representative in writing of the reasons for the delay and include a plan which brings the Consultant's performance into compliance with the Performance Schedule.

SECTION NINE
AUDIT: ACCESS TO RECORDS

9.01 ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Agreement. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

9.02 ***Disclosure.*** The Consultant shall be afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include the written comments, if any, of the Consultant.

9.03 ***Period of Maintenance.*** The books, records and other documents under Sections 9.01 and 9.02 of this Agreement shall be maintained for three (3) years after the date of the final payment for the services under this Agreement. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Agreement, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.04 ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.01 through 9.03 of this Agreement in all its subcontracts directly related to performance of services specified in this Agreement which are in excess of $10,000.

SECTION TEN
MISCELLANEOUS PROVISIONS

10.01 ***Suspension.*** The City may suspend, without cause, the performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, based on percentage of completion of the Project, earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Agreement after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the percentage of the Project completed at the time of suspension.

If, after notice to resume performance has been given by the City, the suspension was for a period in excess of ninety (90) days, which has resulted in an increase in the performance of the Agreement to the Consultant and:

(i) the Consultant was not a contributing cause for the suspension,
(ii) the Consultant has not received an equitable adjustment under another provision of this Agreement, and
(iii) the Consultant could not mitigate the increase in the performance cost,

then the Consultant's fee shall be reviewed by the City and, if justified, equitably adjusted to provide for any additional expenses resulting from the suspension.

10.02. ***Termination for Convenience.*** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.18 of this Agreement. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that notification of termination is received by the Consultant. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of termination.

10.03 ***Termination for Cause or Other Resolution.***

A. ***Default.*** The occurrence of any of the following events shall constitute a default by the Consultant hereunder (herein "Event of Default"). If, during the term of this Agreement, the Consultant:

(i) defaults in the due observance and performance of any term, condition or covenant contained in this Agreement,

(ii) (a) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

(iii) allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or

(iv) fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Agreement,

and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

B. ***City's Rights.*** Upon the occurrence of an Event of Default, and without prejudice to any other right or remedy it may have at law or equity, the City may:

(i) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Agreement by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant the cost of completing this Agreement. In the event the cost of finishing the Consultant's performance of this Agreement exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within five (5) days of invoicing by the City,

(ii) terminate this Agreement, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or

(iii) Continue with performance by the Consultant and serve within a reasonable time after completion of the Agreement a request to arbitrate the Event of Default as a claim or dispute pursuant to the arbitration procedure set forth in Section 10.20.

In the event that the City elects to implement (i) above, the costs and expenses of completing this Agreement shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the Consultant.

10.04 ***Ownership of Documents.***

A. ***Architectural Works.*** To the extent that the Consultant's services involves the design of an architectural work as defined herein, the Consultant shall retain all common law and statutory rights of ownership, including copyrights, to the drawings and specifications prepared by the Consultant for this Project. The Consultant is deemed to be the author of the drawings and specifications as instruments of service to the City. Notwithstanding the foregoing, the Consultant hereby grants to the City the right to use (including the right of reproduction and use in the creation of new documents) the drawings and specifications for the purpose of completing the Project or for any subsequent maintenance, repair, renovation, remodeling or addition thereto. The rights granted herein to the City shall extend and include any new consultant which the City may retain for the aforementioned purposes. The Consultant hereby releases the City, and any new consultant retained by the City for the aforementioned purposes, from any and all claims in connection with the use or reproduction of the drawings and specifications. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection including written permission to make changes or modifications to the plans.

B. ***Other Works.*** To the extent that the Consultant's services does not involve the design of an architectural work, the City shall have all common law and statutory rights of ownership, including copyrights, to the plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies, excepting any proprietary forms, templates, and checklists specifically listed for City ownership exclusion elsewhere in this Agreement) (collectively herein the "Documents") prepared or assembled by the Consultant, or any of its subconsultants, for this Project. The Consultant hereby releases the City, and any new consultant retained by the City from any and all claims in connection with the use or reproduction of the Documents. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection including written permission to make changes or modifications to the plans. The Consultant shall be entitled to retain a reproducible copy of the documents furnished to the City.

C. ***Definition of Architectural Work.*** For purposes of this Agreement, "architectural work" shall have the same definition as set forth in Architectural Works Copyright Protection Act of 1990, P. L. 101-650, Title VII, Section 70 et. seq.

D. ***Delivery of Documents.*** In the event of the completion, suspension or termination of this Agreement, the City shall have the right to require delivery of any and all of the plans, drawings, specifications, and all other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in the possession of the City.

E. ***Confidentiality.*** The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Agreement shall not be made available to any individual or organization without the prior written consent of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Agreement.

F. ***Contractual Rights.*** Notwithstanding the provisions of 10.04 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Agreement, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design. The Owner releases the Consultant and its subconsultants from liability associated with the reuse of the documents.

10.05 ***Insurance.*** The Consultant shall procure and maintain, at its own expense, during the entire term of the Agreement, the following insurances:

A. ***Worker's Compensation Insurance.*** This insurance shall protect the Consultant and the City from employee claims based on job-related sickness, disease, or accident.

B. ***Commercial General Liability Insurance.*** This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of $1,000,000 combined single limit for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured.

C. ***Commercial Automobile Liability Insurance.*** This insurance shall protect the Consultant from claims of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles owned by the Company and include coverage for hired and non-owned vehicles. The Consultant's automobile liability insurance policies shall be endorsed to include the City as an additional insured.

D. ***Professional Liability Insurance (Errors and Omissions Coverage).*** This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Agreement.

E. ***Cancellation or Modification of Coverage.*** The Consultant's Commercial General Liability and Professional Liability Insurance Policies shall automatically include or be endorsed to cover the Consultant's contractual liability to the City under this Agreement, and with respect to its Commercial General Liability Policy, to waive subrogation against the City, its officers, agents, servants and employees. The policies shall provide that the City will be given thirty (30) days' notice in writing of any cancellation of, or material change in, the policies.

F. ***Certificates and Endorsements.*** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed $25,000 without the written approval of the City. The Consultant shall deliver to the City's authorized designated representative certificates indicating that such insurance is in effect before any services are provided under this Agreement and renewal certificates not less than 30 days prior to the expiration date of any policy.

G. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. Upon availability, the Consultant shall maintain coverage for the duration of this Agreement and for two years following completion of this Agreement.

10.06 ***Indemnity.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify and hold the City, its officers, employees and agents (herein the "Indemnitees"), harmless from any and all claims (including, without limitation, patent infringement and copyrights claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") which the Indemnitees may suffer as a result of, by reason of, or as a consequence of, the negligent errors, omissions, recklessness, intentional misconduct of the Consultant, its subcontractors, agents or anyone employed by the Consultant, its subcontractors or agents, in the performance of this Agreement, except for claims arising out of the negligence or willful misconduct of the Indemnitees.

As part of its obligation hereunder, the Consultant shall, at is own expense, defend the Indemnitees against the Claims which may be brought against them, or any of them, as a result of, by reason of, or as a consequence of, the negligent act or omission of the Consultant, its subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant fails to do so, the Indemnitees shall have the right, but not the obligation, to defend the same and charge the direct and incidental costs of such defense (including attorney fees and court costs) against the Consultant which is proportionate to the liability of the Consultant.

If the professional liability insurer of the Consultant does not so defend the Indemnitees and the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees to be paid to the Indemnitees by the Consultant in an amount which is proportionate to the liability of the Consultant. As used in this Section, "agents" means those persons who are directly involved in and acting on behalf of the City in furtherance of this Agreement or the public work to which this Agreement pertains.

10.07 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this

Agreement, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Agreement without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.08 ***Waiver.*** No consent or waiver, express or implied, by either party to this Agreement, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.09 ***Consultant Warranties.*** The Consultant hereby represents and warrants that:

(i) it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Agreement; that it is experienced, competent, qualified and able to furnish the plant, tools, materials, supplies, equipment and labor which is used to perform the services contemplated by this Agreement, and that it is authorized to do business in the City of Las Vegas and the State of Nevada,

(ii) it holds a license, permit or other special license to perform the services included in this Agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license,

(iii) its computer hardware, software, and firmware will continue functioning without interruption, and will continue to accurately process date, time, and data necessary to the performance of this Agreement, and

(iv) it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as **Exhibit "G"** (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to **Exhibit "G,"** the requirements of this Section shall be deemed satisfied. During the term of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on **Exhibit "G"** within fifteen (15) days of such change.

10.10 ***Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Agreement whom the City deems incompetent, careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

10.11 ***Independent Contractor.*** It is hereby expressly agreed and understood that in the performance of the services required herein, the Consultant and any other person employed by him hereunder shall be deemed to be an independent contractor and not an agent or employee of the City.

10.12 ***Applicable Law.*** This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

10.13 ***Compliance with Laws.*** The Consultant shall in the performance of its obligations hereunder comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 ***Severability.*** In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

10.15 ***Confidentiality.*** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as confidential and proprietary information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

10.16 ***Site Inspection.*** The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in the Agreement is just and reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

10.17 ***Modification.*** All modification or amendments to this Agreement are null and void unless reduced in writing and signed by the parties hereto.

10.18 ***Notice.*** Any written notice required to be given under Sections 1.01 through 10.24 of this Agreement shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service (ii) telephonically faxed to the telephone number set forth in the introductory paragraph to this Agreement, provided confirmation of the transmission is received by the sender, or (iii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Agreement.

10.19 ***Prohibition Against Contingent Fees.*** The Consultant warrants that no person or entity has been employed or retained to solicit or secure this Agreement with the Agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid to that person. For breach or violation of this provision, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the compensation to be paid to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10.20 ***Claim or Dispute Resolution.***

A. ***Notice of Claim or Dispute.*** For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.02 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently arbitrating that particular claim or dispute pursuant to Section 10.20C of this Agreement, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20B or 10.20C, the Consultant shall proceed diligently with the performance of this Agreement.

B. ***Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20A in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to arbitrate the claim or dispute, in which event the parties shall proceed with the arbitration pursuant to provisions of Section 10.20B. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

C. ***Resolution by Arbitration.*** Upon receipt of the request to arbitrate authorized pursuant Section 10.03B or Section 10.20B, the City and the Consultant shall come to an agreement as to the appointment of an arbitrator for purposes of hearing the appeal. If the parties cannot reach an agreement, then each party shall select an arbitrator for purposes of the appeal, and the two shall select a third arbitrator within 20 days of their appointment. If the selected arbitrators are unable to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association or the Nevada Arbitration Association, whichever is designated by the City. Each party shall be afforded an opportunity to be heard and to offer evidence in support of or against the appeal. The decision of the arbitrator, or arbitrators, as the case may be for the determination of the appeal, shall be final, conclusive and enforceable under the laws of the State of Nevada.

D. ***Right of Consolidation.*** Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional party or parties who are not a party to this Agreement if so requested by the City or the Consultant. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitrate any claim or dispute not described as a part of the original arbitration unless otherwise agreed to by the parties.

E. ***Right of Joinder.*** In the event the City is named as a party to any arbitration, or the City commences an arbitration against a party other than the Consultant, which arbitration is related to, or connected with, the construction of the Project or the performance of the Consultant's services hereunder (such as, without limitation, any arbitration between the City and the Contractor awarded the contract to construct the Project), the Consultant agrees and irrevocably consents to be joined as a party in the arbitration proceeding and to be bound by any decision resulting therefrom. The decision of the arbitrator or arbitrators, as the case may be, in the arbitration to which the Consultant has been joined as a

party, shall be binding and enforceable against the parties thereto under the laws of the State of Nevada.

If the Consultant is named as an additional party by the City, the Consultant shall not be entitled to any additional compensation from the City as a result of preparing for, and participating in, the arbitration.

F. ***Discovery.*** In the event of arbitration, the parties agree that all means of discovery including, but not limited to, depositions and interrogatories, will be afforded to the parties involved in the arbitration, and the appointed arbitrator shall have all authority to impose sanctions against either party for failing to comply with the rules of discovery provided under the Nevada Rules of Civil Procedure.

G. ***Award Final.*** The award rendered by the arbitrator shall be final, and judgment may be entered upon its accordance with applicable law in any court having jurisdiction thereof.

H. ***Mediation.*** Subsequent to the commencement of any arbitration pursuant to Section 10.20C, and prior to any decision arising therefrom, the parties may endeavor with written mutual consent to settle disputes by mediation in accordance with the mediation rules of the mediation service agreed by the parties. The cost of the mediation shall be shared equally by the parties.

10.21 ***Attorney Fees.*** The prevailing party in any litigation or arbitration brought to enforce the provisions of this Agreement shall be entitled to reasonable attorney fees and court costs.

10.22 ***Calendar Day.*** All references in this Agreement to days are to calendar days unless otherwise indicated.

10.23 ***Exhibits.*** All exhibits referenced in this Agreement are hereby incorporated by this reference as a part of this Agreement. Any conflict between the provisions of this Agreement and the Exhibits incorporated herein shall be governed by the provisions of this Agreement.

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

10.25 ***Agreement Version.*** This document incorporates the standard provisions for the City's Professional Services Agreement updated as of April 8, 2008.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ATTEST

Beverly K. Bridges, MMC, City Clerk Date

CITY OF LAS VEGAS

By
Kathleen C. Rainey, Manager, Purchasing & Contracts

APPROVED AS TO FORM

John S. Ridilla 7/12/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

By
Tim McCoy, P.E., P.T.O.E., G.C. Wallace, Inc.

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL

100.1 Upon authorization to proceed as described in **Exhibit "C"**, the Consultant shall provide the following in accordance with the Schedule (**Exhibit "C"**) included herein.

100.2 PROJECT SITE DESCRIPTION

100.2.1 The Project improvement area, which may be adjusted as the Project develops, is described as:
100.2.1.1 Site address: Adjacent to and connecting to 500 South Main Street.
100.2.1.2 Entire area of assessor's parcel number(s): Aerial easement over Union Pacific Rail Road and partial portions of APNs 139-34-201-023 and 139-34-211-002
100.2.1.3 Gross site acreage: Not Applicable.
100.2.1.4 Offsite improvement area: Not Applicable.
100.2.1.5 As shown on the attachment to this Exhibit 'A', titled: "Conceptual Garage Footprint With Bridge"

100.3 PROJECT PROGRAM

100.3.1 The Project program, which may be altered as the Project develops, contains the following:
100.3.1.1 Approximate 120 foot long clear span pedestrian bridge with supporting structures, elevators and stairs.
100.3.1.2 Improvement description: Pedestrian bridge connecting a parking garage structure to a developing urban area, on opposite sides of the Union Pacific Rail Road tracks near Downtown Las Vegas. The bridge will be connected to and supported by a separate parking garage structure, under simultaneous development, on its east end, and will include supporting structures, two elevators and stairs on its west end. The bridge will comply with applicable requirements of the BNSF/UPRR Grade Separation Guidelines (Overheads). The bridge will be of a design that does not require significant work within the 100 foot wide Union Pacific Rail Road right of way.

100.4 CONSTRUCTION COST BUDGET

100.4.1 Construction Cost Budget: **$2,000,000.00**

100.5 CHANGES TO SCOPE OR SERVICES

100.5.1 The following scope of services is in addition to the scope required elsewhere in this Agreement. This scope is to be considered preliminary and may be altered as the Project develops.

100.5.2 If increased scope or workload is encountered, the Consultant is to notify the City in writing and receive written confirmation to proceed prior to the performance of any work related to the increased scope or workload.

100.5.3 CHANGE IN SCOPE. Should the Project size or budget as described herein be adjusted during the Preliminary and Conceptual Design phase of this Agreement by less than twenty percent, no adjustment of the Consultant's compensation or performance schedule will be considered. Should the Project size or budget as described herein be adjusted during the Preliminary and Conceptual Design phase by at least twenty percent, it is understood that this change would constitute a change in scope requiring a consideration for adjustment to the Consultant's compensation and performance schedule to the extent the change results in a change in the amount of the Consultant's work on the Project. This adjustment shall apply equally to additions to the Project scope as well as reductions to the Project scope such that reductions may result in a reduction to the compensation and performance schedule.

100.5.4 The City Representative shall have authority to make decisions with respect to the materials, equipment, elements, and systems which are pertinent to the Project to be performed under this Agreement and to approve changes to the scope of the Project that do not affect the Consultant's compensation or performance schedule.

100.6 GENERAL REQUIREMENTS

100.6.1 The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all sub-subconsultant contracts at all tiers, the provisions of this Agreement related to the City's and Consultant's rights (including copyright), ownership and uses of the concepts, designs, documents, intellectual property, and tangible property.

100.6.2 Should any portions of the Project contain works provided protection under the Visual Artists Rights Act of 1990 ("VARA"), the Consultant and his subconsultants at all tiers agree to waive and do hereby waive voluntarily all rights to attribution and integrity with respect to any and all claims as may arise under VARA, Nevada Revised Statutes "Works of Art" NRS 597, or any other local, state, foreign, or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar moral rights with respect to any or all portions of the Project, including but not limited to display, removal from display, exhibition, installation, restoration, conservation, storage, study, alteration, destruction, relocation, and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. The Consultant acknowledges that all such decisions concerning the Project shall be made in the sole discretion of the City, its officers, employees, agents, contractors, licensees, successors or assigns. In addition to the extent such rights may not be waived, Consultant and his subconsultants at all tiers covenant not to assert such rights against the City, its officers, employees, agents, contractors, licensees, successors or assigns.

100.6.3 All Drawings shall be prepared using AutoDesk's AutoCAD Release 2007 or newer release in accordance with industry accepted standards, including the American Institute of Architects (AIA) Computer Aided Design (CAD) Layer Guidelines. Specifications shall be prepared in Construction Specification Institute (CSI) format using the software program Microsoft Word 2000 or newer release.

100.6.4 Where the Consultant specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than three suitable brand names/model numbers are commercially available state "or equal under the Substitution requirements of Section 01600."

100.6.5 Coordination and quality control checks shall be made in accordance with a disciplined procedure and scheduled accordingly.

100.6.6 Verify, using commercially available software with current virus definitions, that digital electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. Should the City choose to check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Consultant shall bear the expense of correction, checking and resubmittal and shall not be released from submittal requirements per the Agreement.

100.6.7 Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all Design Review Comments (DRC), and coordination within and between design disciplines. Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the Consultant.

100.6.8 The Consultant shall without additional compensation correct or revise any error or deficiencies in the plans, drawings, specifications or other related documents prepared by the Consultant.

100.6.9 The Consultant shall be responsible for all coordination with its subconsultants. Each submittal to the City shall be organized by discipline and shall be thoroughly crosschecked to avoid conflicts between Consultant and subconsultant documents. Vague references to project requirements on other discipline's plans shall not be permitted. Where references to others' plans are necessary for direction, reference notes shall specifically state the drawing number or specification section, as appropriate. It shall be the Consultant's responsibility to advise each subconsultant of this requirement.

100.6.10 The professional services to be rendered by the Consultant under this Agreement shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the building code, electrical code, plumbing code, fire code and related ordinances pertaining to fire safety, mechanical code and the heating, ventilation, air conditioning guide, uniform standards for public works construction for off-site improvements, State of Nevada Industrial Commission codes and safety orders, Nevada State Department of Health regulations, mandatory standards and policies of the State of Nevada energy conservation plan, National Environmental Policy Act, Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances in effect at the Project site, and any other applicable Federal, state and local acts, rules, laws or regulations.

100.6.11 All work, including but not limited to drawings, specifications, and calculations, shall be provided by the Consultant for each and every part of the Project, except those items that the building department may normally allow as "deferred submittals." For items to be indicated as "deferred submittals", the Consultant shall provide all drawings, specifications and calculations for supporting structures, related appurtenances and shall fully define the performance criteria necessary to enable complete bids for the deferred items. Comply with NRS 338.140 by listing multiple manufacturers in the specifications whose products meet the specified performance criteria. The Consultant

shall have the duty to cooperate with the Contractor in reviewing the deferred items proposed for design compliance (including the Contractor-provided structural calculations) and providing revisions to the Consultant's documents as required to integrate the approved deferred items into the project.

100.6.12 All work shall be in full compliance with the applicable City of Las Vegas "**Design Standards for Buildings, Parks, and Parking Facilities**" ("Design Standards"), incorporated herein by reference, and that any failure in this regard shall be at the sole expense of the Consultant to correct specifically including any additional construction costs resulting from such failures in the construction bid documents. The Consultant agrees to include this requirement into subcontract agreements with subconsultants providing services for the Project.

100.6.13 The Consultant acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Division One", incorporated herein by reference, into the contracts prepared for bidding on the Project covered by this Agreement. The Consultant further agrees to perform in accordance with the obligations stated in these referenced documents and agrees to include this provision in all sub-consultant contracts. The Consultant acknowledges familiarity with the City's standard format, terms and conditions of these documents and that such document examples were made available to the Consultant upon request, prior to signing this Agreement.

100.6.14 No disclaimers are allowed on any documents, except as required due to City of Las Vegas Building Department's request for inclusion and stamping of documents not prepared by the Consultant such as reports of testing and details of fire rated assemblies or similar copyrighted documents.

100.6.15 Throughout the design phases of the project, participate in regularly scheduled weekly design meetings with the City. Coordinate attendance of subconsultants and other parties as appropriate to the progress of the work and to avoid delay. Unless the City elects to do so and provides written instrument stating such, record, prepare and distribute to all attendees and other affected parties, a meeting summary documenting decisions made and actions required by attendees and other affected parties, in a format acceptable to the City, within 5 days following each meeting.

100.7 DEFINITIONS

100.7.1 "Construction Cost Estimate" as used herein is a forecast of the construction cost prepared on the basis of detailed analysis of materials and labor for all items of work.

100.7.2 "Contractor" as used herein refers to the party or parties that the City contracts to construct the Project. This includes without limitation general or specialty contractors utilizing a design-bid-build delivery method, a construction manager at risk, and design-builder when utilizing alternate delivery methods.

100.7.3 "Drawings and Specifications" as used herein shall be deemed in all instances to include architectural, structural, mechanical, plumbing, electrical, civil, and landscape drawings and specifications, and any drawing and specification prepared by specialty consultants.

100.8 CITY'S REVIEW PROCESS

100.8.1 Upon receipt of any documents furnished by the Consultant, the City Representative shall conduct a preliminary review of such documents and determine whether the documents comply with the scope of the Project. After the preliminary review, if the City Representative determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the Consultant and request documents which are professionally complete and appropriate, per **Exhibit "B"**, for each service phase submitted. The decision by the City Representative in this matter shall be final.

100.8.2 If the City Representative determines, after requesting the Consultant to provide corrected and professionally complete Phase submittals, that the documents remain insufficient, inadequate, or incomplete, the City may: i) declare the Consultant in default, or (ii) demand a letter of explanation from the Consultant as to the reason the furnished documents are insufficient, inadequate or incomplete. If the City elects the second option, the Consultant, at Consultant's own expense, shall furnish additional sets of all documents, based on the quantity set forth in **Exhibit "B"**, that are sufficient, adequate and complete in the discretion of the City Representative for review by the City. The Consultant, at Consultant's own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the Consultant presented inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

100.8.3 The City's review period in the Project Schedule shall not begin until the City Representative determines that the documents presented by Consultant fully comply with the requirements. After the City Representative determines that the documents comply with such requirements, the City shall begin a review of the documents.

100.8.4 After the City reviews the documents, one (1) set of the documents shall be returned to the Consultant with comments and corrections noted thereon. The Consultant shall make the changes necessitated by the corrections or other comments into the documents, and return the correction set with the corrected documents, together with written responses to the City's correction(s), comments(s), and change(s), which state the action taken and reason for such action for each item presented by the City.

ARTICLE 101: THE CITY'S RESPONSIBILITIES

101.1 The City will be responsible for performing all work necessary to complete their obligation to the Consultant to allow the Consultant to complete their work.

101.2 The City shall provide the Consultant with:

101.2.1 Programmatic information, including a requirement list for current and future needs and operational requirements including all committed facility schedules that impact design and/or construction.

101.2.2 Copies of the existing Soil Management Plan, the Soil and Groundwater Management Plan and Phase I and Phase II Environmental Studies applicable to the project parcels.

101.2.3 Section 106 Existing Conditions Report from the City of Las Vegas Historic Preservation Officer.

101.2.4 Legal description and accompanying exhibit for location of bridge aerial easement.

101.2.5 Project budget and the amount of the Construction Cost Budget.

101.2.6 Project schedule.

101.2.7 Any other information required to complete the work, as available, which is not in the Consultant's Scope of Services.

101.2.8 Access arrangements for the Consultant to enter upon public and private property as required to perform their services.

101.2.9 Design Review Comments to be incorporated into the documents. Comment documentation may be provided as red-lined drawings, electronic format and/or hard copies.

101.3 The City shall:

101.3.1 Acquire any required rights to the Project Site or air rights to adjacent sites as deemed necessary by the City. The City shall provide locations for the bridge, stairs and elevator to include a legal description for the aerial easement within the Union Pacific Railroad right of way, and descriptive location for the support(s), stairs and elevators within the parcel on the west side of the Union Pacific Railroad right of way.

101.3.2 Designate a management team to review designs and submittals, and to work with the Consultant to achieve an acceptable, cost effective design.

101.3.3 Provide and conduct all bidding activities, including printing and distribution of bid and constructions documents, except as specifically required to be provided by the Consultant.

ARTICLE 102: THE CONSULTANT'S RESPONSIBILITIES

102.1 The Consultant shall be responsible for performing all work necessary to complete the following schedule of work, more fully described following:

102.1.1 Responsibilities Specific to this Project for Various Phases

102.1.2 Preliminary and Conceptual Design Phase

102.1.3 Schematic Design/30% Phase

102.1.4 Design Development/60% Phase

102.1.5 Construction Document/90%/100% Phase

102.1.6 Bidding Phase

102.1.7 Construction Administration Phase

102.1.8 Post Construction Phase

ARTICLE 103: RESPONSIBILITIES SPECIFIC TO THIS PROJECT FOR VARIOUS PHASES

103.1.1 HAZARDOUS MATERIALS SURVEY

103.1.1.1 Phase I and Phase II Environmental Studies have been performed on the parcels where the pedestrian bridge appurtenances will be constructed and a Soil Management Plan has been completed for the parking garage parcel on the east end of the bridge and a Soil and Groundwater Management Plan has been completed for the Symphony Park parcel on the west end of the bridge. The Consultant shall provide all other studies and reports necessary to comply with National Environmental Policy Act provisions required due to the utilization of Federal funding for this project.

103.1.2 LEED CERTIFICATION

103.1.2.1 The City has mandated that new, occupied public buildings built by and for the City are to be built to LEED (Leadership in Energy and Environmental Design) Certified Silver level or higher standards. This project is exempt from LEED Certification requirements, however, the Consultant shall use its best efforts to ensure that this Project incorporates applicable performance standards of the LEED Rating System to achieve a high performance, healthful, durable, energy efficient and environmentally sound project.

103.1.3 COST ESTIMATES

103.1.3.1 The Consultant shall prepare and provide a detailed Construction Cost Estimate with each submittal. Provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. Reconcile each successive estimate to the one provided at the preceding submittal. Provide the estimate in the format and breakdown designated by the City. Work with the City to reconcile the Consultant's estimates with the City's staff, consultants, and contractor's estimates. Should the Consultant and City disagree on the appropriate contingencies to include in the Construction Cost Estimate for market factor and escalation, the City's estimated factors will be used to determine the Construction Cost Estimate.

103.1.3.2 If at any time during the course of the Project it becomes evident that the Construction Cost Estimate exceeds the Construction Cost Budget, notify the City and propose design solutions that will bring the Project within the Construction Cost Budget. Execute approved solutions as required at no additional costs to the City.

103.1.4 GOVERNMENTAL AND AGENCY APPROVALS

103.1.4.1 SCOPE OF SERVICES. Prepare, submit and gain approval of all governmental and agency approvals required for completion and occupancy of the Project, unless specifically noted otherwise in this section:

103.1.4.1.1 Site Development Plan Reviews. Provide all applications, documentation, submittals and meeting representation for the Planning Department's Site Development Plan Reviews, including those required by review boards such as Union (Symphony) Park, Centennial Hills, redevelopment agencies, historical review boards and similar organizations where applicable to the site and Project.

103.1.4.1.2 Variance and Special Use Permit. Provide assistance in the needs determination, application preparation, supporting documentation and meeting representation for any required variances or special use permits. If requested, meeting representation shall be an Additional Service.

103.1.4.1.3 Mapping. Tentative maps, final maps, vacations, parcel maps, and annexations shall be considered Additional Services unless otherwise identified in this Agreement.

103.1.4.1.4 Legal descriptions, easement and survey. The Bridge, its support(s), elevators and stairs that occur at parcel no. 139-34-211-002 will require an easement. The Consultant shall provide necessary surveys, legal descriptions and exhibits necessary to determine and record the area of the easement. The Consultant shall prepare surveys necessary for the design and documentation of the Work. The requirements of this Section shall be included as Basic Services.

103.1.4.1.5 Utilities. Provide by the parking garage project. Coordination with the designers of the parking garage project for utility extensions to the pedestrian bridge, stair and elevators is required.

103.1.4.1.6 Flood/Hydrology Reports. Comply with all requirements and gain required approvals from Regional Flood Control and City of Las Vegas Land Development Section, including a Drainage Compliance Report, if required by City, as an Additional Service.

103.1.4.1.7 Traffic Study. If requested by the City, traffic studies shall be provided as an Additional Service.

103.1.4.2 SUBMIT, REVIEW AND INCORPORATE. Submit progress and final Construction Documents, applications, and other required documentation to all required regulatory authorities and governmental agencies having jurisdiction over the Project at the earliest opportunity in the completion of the documents. Submitted documents shall be sealed and signed by the engineers and architects of record in the State of Nevada as required by the City, utility and governmental agency. During the progress of the design documents, conduct ten (10) design review meetings with the parking garage designers and governmental agencies whenever allowed by their review processes. Coordinate and incorporate design review comments and corrections into the documents in an expeditious manner, track the approval process and report status to the City Representative on no less than a weekly basis until approved, and notify the City in writing of any approval not given by a regulatory agency, noting the efforts made to secure such approval. Update the Construction Cost Estimate to account for revisions made.

103.1.4.3 FEES. Notify the City of any required utility, application, permit and review fees, which shall then be the responsibility of the City to pay.

103.1.4.4 CAPITAL PROJECT MANAGEMENT SECTION NOT A REGULATORY AUTHORITY. The Consultant does hereby acknowledge, understand and agree that the Capital Project Management Section of Public Works, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, and Planning Department of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the Capital Project Management Section does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Capital Project Management Section. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

103.1.4.5 APPROVAL. The City shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

103.1.5 GEOTECHNICAL DATA

103.1.5.1 GEOTECHNICAL REPORT. Regardless whether the geotechnical report is being provided for the Project by the City or Consultant, it shall be prepared as two separately bound reports, containing and utilized as follows:

103.1.5.2 GEOTECHNICAL DATA REPORT is a compilation of geotechnical information about the Project site discovered during investigations of the site required for preparation of the Soils Report. This report may include boring logs and tests, but excludes interpretations and recommendations. The Geotechnical Data Report will be included and incorporated into the Contract Documents, with the following instructions to the Contractor:

This Geotechnical Data Report is provided for inspection and review only. The City cannot and does not warrant the accuracy or reliability of the information included in the Geotechnical Data Report. Such borings and data are subject to sampling errors. The Geotechnical Data Report was prepared for design purposes and may not provide sufficient data for bid preparation by some contractors. Bidders and the Contractor are solely responsible for assumptions, deductions, interpretations and conclusions they may make or obtain from any such information. The information contained in the Geotechnical Data Report is not to be used by the Contractor for any design work including the design of temporary construction facilities. The Geotechnical Data Report is provided in the Contract Documents with the express understanding of the preceding.

103.1.5.3 GEOTECHNICAL INTERPRETIVE REPORT is the geotechnical investigation report or geotechnical interpretive report prepared for the design of the Project including the initial report, attachments, and appendices. This report may include boring logs, tests, interpretations and recommendations. The Geotechnical Interpretive Report shall not be made available to bidders or incorporated as a part of the bid documents or Contract Documents. It is understood that information contained in the Geotechnical Interpretive Report is to be solely used for the design of the Project and estimating purposes and not by others for any purpose including construction. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

103.1.5.4 It is understood that the City may make and distribute copies of reports and boring logs as necessary in connection with the Project without incurring obligation for additional compensation.

103.1.5.5 SPECIFICATION. The City will provide the Consultant with a sample specification "Section 02050 – Subsurface Conditions" to demonstrate how this split report is to be utilized in placing the Contractor at risk for many unknown subsurface conditions, which the Consultant shall use to model his bid documents after in achieving the same purpose.

103.1.5.6 NUMBER OF SOIL BORINGS. Three (3) borings, eighty (80) feet deep, minimum, for the bridge support(s), stair and elevator structures west of the Union Pacific Railroad right of way.

ARTICLE 104: PROGRAMMING AND CONCEPTUAL DESIGN PHASE

104.1.1 Upon authorization by the City to Proceed with the Preliminary/Conceptual Design Phase, the Consultant shall:

104.1.1.1 GEOTECHNICAL REPORT. Prepare a geotechnical report for the Project.

104.1.1.2 SITE SURVEY. Prepare a topographic survey for the Project.

104.1.1.3 NATIONAL ENVIRONMENTAL POLICY ACT. Prepare studies, documentation, reports and submittals that are not required to be provided by the City that are necessary to attain agency approvals. Integrate documents provided by the City into reports and submittals required for agency review.

104.1.1.4 GENERAL PROJECT PROGRAM REQUIREMENTS. Receive from the City the preliminary space requirements list for current and future needs, budget and other requirements for the Project.

104.1.1.5 SUSTAINABILITY OPPORTUNITY OUTLINE. In meetings with the City Representative and stakeholders, analyze, cost estimate, recommend, and report the options to achieve a high performance, healthful, durable, energy efficient and environmentally sound project.

104.1.1.6 ESTIMATE. Prepare a conceptual level Construction Cost Estimate for the Project.

104.1.1.7 REVIEW. Participate in design review meetings in which the City will discuss comments generated during the review of the draft Programming Report, Site Utilization Report, and Construction Cost Estimate. Incorporate the City's review comments.

104.1.1.8 SUBMITTAL. Provide a formal Preliminary/Conceptual Design Submittal, which includes the Sustainability Opportunity Outline, Construction Cost Estimate, a preliminary conceptual design site plan and bridge/building elevations, and other documents listed in Exhibit "B". Furnish six (6) copies of the submittal to the City. The City shall review, make comments, advise of any adjustment required, and request additional documents as required of the program and budget. The City shall approve in writing the Preliminary/Conceptual Design Submittal prior to the Consultant proceeding with the basic services under the Schematic/30% Design Phase.

ARTICLE 105: SCHEMATIC DESIGN (SD) / 30% PHASE

105.1.1 Upon authorization by the City to proceed with the Schematic Design/30% Phase, the Consultant shall:

105.1.1.1 REVIEW. Review the schedule and Construction Cost Budget confirmed by the City to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with the City. Conduct a preliminary evaluation of the City's program, schedule and Construction Cost Budget requirements, each in terms of the other and advise the City of any problem issues.

105.1.1.2 DESIGN ALTERNATIVES. Based on the mutually agreed upon program, schedule, and Construction Cost Budget, the Consultant shall prepare preliminary design studies consisting of drawings and other documents illustrating the scale and relationship of each component of the Project. Review with the City Representative, alternative approaches to the design, theming, phasing, and construction of the Project. Three (3) alternatives are required to present for review and decision making.

105.1.1.3 MOUNTED REVIEW BOARDS. Prepare colored site plans, exterior elevations, exterior and interior color/materials boards, renderings and other design information as required to properly illustrate the proposed design for the City's review and approval.

105.1.1.4 INTERIM ESTIMATE. If and when requested by the City during the Schematic Design/30% Phase, prepare an interim Construction Cost Estimate of the design alternatives, to confirm the feasibility of the Project program and design, as an Additional Service.

105.1.1.5 ESTIMATE. Prepare a schematic/30% level Construction Cost Estimate.

105.1.1.6 REVIEWS. Participate in design review meetings in which the City, NDOT and the Union Pacific Railroad, as applicable will discuss comments generated during the review of the Alternative Designs, Specifications, and Construction Cost Estimate. Incorporate the City's review comments. All incorporated changes shall be fully coordinated within and between disciplines.

105.1.1.7 SCHEMATIC/30% DESIGN, SCOPE AND BUDGET REPORT. Prepare a formal bound report using the City's standard format for graphics and content. The report shall include the following:

105.1.1.7.1 Schematic/30% drawings including site master plan, floor plans, elevations, sections, and other drawings indicating colors, materials, and finishes, as necessary to describe the Project.

105.1.1.7.2 Confirm adequacy of Project Budget (provided by City).

105.1.1.7.3 Construction Cost Estimate.

105.1.1.7.4 Confirm Project Schedule (provided by City).

105.1.1.7.5 Update the Sustainability Opportunity Outline.

105.1.1.7.6 Geotechnical Data and Interpretive Reports.

105.1.1.8 Provide six (6) copies of this report as well as the other required document submittals not included in the report from this phase.

105.1.1.9 REVIEW. Participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Scope and Budget Report. Comments regarding the Scope and Budget Report shall be incorporated into the Design Development/60% Submittal. The City shall give written approval of the final Scope and Budget Report prior to the Consultant proceeding with the Design Development/60% Phase.

ARTICLE 106: DESIGN DEVELOPMENT (DD) / 60% PHASE

106.1.1 Upon authorization by the City to proceed with the Design Development/60% Phase, the Consultant shall:

106.1.1.1 DOCUMENTS. Based on the approved Schematic Design/30% Submittal and any adjustments authorized by the City, the Consultant shall prepare the Design Development/60% Documents consisting of the drawings, outline specifications and other documents establishing the size and character of the Project as to the architectural, mechanical and the electrical systems, materials and such other elements as may be appropriate. Incorporate requested changes into appropriate documents. All incorporated changes shall be fully coordinated within and between disciplines. Design Development/60% documents shall minimally include the following:

106.1.1.1.1 DRAWINGS:

106.1.1.1.1.1 Building data and code analyses.

106.1.1.1.1.2 Grading plans, including both on-site and off-site improvements.

106.1.1.1.1.3 Site plans.

106.1.1.1.1.4 Bridge and floor plans, indicating the size of rooms and space arrangements.

106.1.1.1.1.5 Roof plans.

106.1.1.1.1.6 Bridge and building elevations.

106.1.1.1.1.7 Building and wall sections.

106.1.1.1.1.8 Foundation plans.

106.1.1.1.1.9 Framing plans.

106.1.1.1.1.10 Heating, ventilating and air conditioning (HVAC) plans.

106.1.1.1.1.11 Lighting plans.

106.1.1.1.1.12 Power plans

106.1.1.1.1.13 Low voltage system plans.

106.1.1.1.1.14 Signage plans.

106.1.1.1.1.15 Any other drawings necessary to describe the Project sufficiently including theming and phasing, and to prepare an accurate cost estimate.

106.1.1.1.2 SPECIFICATIONS. Prepare outline of all sections required to be included in the Specifications for the completed Contract Documents. Include in the DD/60% Phase Specifications submittal, "Part 1 – Section Includes" and completed "Part 2 – Products" for each section.

106.1.1.1.3 Update the Sustainability Opportunity Outline.

106.1.1.1.4 ESTIMATE. Prepare a detailed Construction Cost Estimate.

106.1.1.2 VALUE ENGINEERING SESSION. Upon reconciliation of the Consultant's Construction Cost Estimate to the Construction Cost Budget, the Consultant's design team, including all consultants from any contractual tier, shall participate in a Value Engineering Session with City personnel and consultants.

106.1.1.3 SUBMITTAL. Prepare a formal Design Development/60% Submittal to include all City approved Design Development Documents. Provide seven (7) copies of the final documents from this phase and additional copies required for submittal to other agencies including NDOT and the Union Pacific Railroad.

106.1.1.4 REVIEW. The Consultant's design team shall participate in a Design Review Meeting in which the City NDOT and the Union Pacific Railroad, as applicable will present and discuss comments generated during review of the Design Development/60% Submittal. Comments regarding the Design Development/60% Submittal shall be incorporated into the Construction Documents Submittal. The City shall give written approval of the final Design Development Submittal prior to the Consultant proceeding with the Construction Documents Phase.

ARTICLE 107: CONSTRUCTION DOCUMENTS (CD) / 90% / 100% PHASE

107.1.1 Upon authorization by the City to proceed with the Construction Documents Phase, the Consultant shall:

107.1.1.1 CONSTRUCTION DOCUMENTS. Based on the approved Design Development/60% Submittal, review comments and any further adjustments in the scope or quality of the Project or in the Construction Cost Budget authorized by the City, the Consultant shall prepare for review and approval by the City the plans, drawings, specifications, and other documents related to the Project (collectively the "Construction Documents"), including the General Conditions provided by the City, which set forth in detail the requirements for the construction of the Project. The Construction Documents shall be technically sound and in conformance with federal, state and local laws, and shall not violate or infringe upon any patent rights. The Consultant agrees to revise or correct any deficiency or error in the Construction Documents. The City's approval of the Construction Documents, or any portion thereof, shall not relieve the Consultant of responsibility for the professional and technical accuracy of such documents.

107.1.1.2 BID DOCUMENTS. The Consultant shall assist the City in the preparation of the bidding documents, including but not necessarily limited to, the bid proposal form and the supplemental specifications (collectively the "Bid Documents"), which are to be included in the agreement between the City and Contractor. The Bid Documents and the Construction Documents together comprise the "Contract Documents."

107.1.1.3 Update the Sustainability Opportunity Outline.

107.1.1.4 ESTIMATES. Prepare and submit a detailed Construction Cost Estimate at the 90 percent, and 100 percent CD Submittals. Estimates must be prepared by an experienced estimator with a thorough knowledge of the local construction market. The Consultant shall advise the City of any adjustments to the Construction Cost Budget indicated by changes in the Construction Documents or resulting from a change in general market conditions.

107.1.1.5 CONSTRUCTION SCHEDULE. Estimator shall include with the 90 percent Construction Cost Estimate the number of calendar days required for the Contractor to complete the Work, to be used in the bid documents and construction contract.

107.1.1.6 REVIEWS. Respond to all design review comments prior to each successive submittal. Incorporate requested changes into appropriate documents. Fully coordinate all changes within and between disciplines. The Consultant's design team shall participate in design review meetings in which the City will present and discuss comments generated during review of the 90 percent CD Submittals.

107.1.1.7 CONSTRUCTABILITY AND BIDABILITY REVIEWS. Should the City conduct constructability and bidability reviews of the documents using City personnel, consultants, contractors or others, the Consultant shall meet, cooperate and coordinate with the reviewers, and promptly respond to and correct all deficiencies as directed by the City, at no additional cost to the City.

107.1.1.8 CD SUBMITTALS. Provide ten (10) copies each of 90 percent and 100 percent final documents from this phase to the City for review and comment. Provide copies necessary for plan review and permit issuance to regulatory authorities and to NDOT and the Union Pacific Railroad. During any consecutive 30 day period of this phase when 90% or 100% plans are not submitted for review, submit one (1) set of plans showing progress since previous submittal.

107.1.1.8.1.1.1 **Prepare 90 percent Construction Documents**, ready for regulatory agency, NDOT and Union Pacific Railroad submittal and developed to 90% of final Ready to Bid drawings, including the following:

107.1.1.8.1.2 General

107.1.1.8.1.2.1 Completed title sheets, abbreviations, legends and site plans.
107.1.1.8.1.2.2 Responses to Design Development/60% review comments and incorporation into the documents as required.
107.1.1.8.1.2.3 Incorporation of all requirements and specific direction given by the City prior to the 90 percent CD Submittal.
107.1.1.8.1.2.4 Reference of all applicable codes, Project data and design numbers for rated assemblies.

107.1.1.8.1.3 Civil

107.1.1.8.1.3.1 Existing facilities plans showing all existing topography and improvements.
107.1.1.8.1.3.2 Utility distribution plans with sizes of all new and existing utilities.
107.1.1.8.1.3.3 Rough grading plans.
107.1.1.8.1.3.4 Finish paving and grading plans.
107.1.1.8.1.3.5 Horizontal control plans.
107.1.1.8.1.3.6 Horizontal and vertical control plans for all site lighting pole bases.
107.1.1.8.1.3.7 Details with references to the plans.
107.1.1.8.1.3.8 Final calculations required to meet all levels of completion.

107.1.1.8.1.4 Architectural

107.1.1.8.1.4.1 Floor plans with all dimensions and room finishes noted.
107.1.1.8.1.4.2 All door, window, hardware, and glazing schedules complete.
107.1.1.8.1.4.3 Roof and reflected ceiling plans that reflect coordination with structural, mechanical, and electrical systems.
107.1.1.8.1.4.4 All elevations and sections.
107.1.1.8.1.4.5 Enlarged plans of specific rooms or areas as needed to accurately portray the work.
107.1.1.8.1.4.6 Interior and exterior details.
107.1.1.8.1.4.7 All section and detail bubbles completed to indicate the location of the sections and details.

107.1.1.8.1.5 Structural

107.1.1.8.1.5.1 Foundation plans including all dimensions.
107.1.1.8.1.5.2 Intermediate floor framing plans with complete section cuts and detail references.
107.1.1.8.1.5.3 Complete section and detail sheets.
107.1.1.8.1.5.4 Completed and detailed roof framing plans.
107.1.1.8.1.5.5 Final calculations required to meet this level of completion.

107.1.1.8.1.6 Mechanical/Plumbing

107.1.1.8.1.6.1 All HVAC sizing (ducts and equipment).
107.1.1.8.1.6.2 All air flow quantities noted.
107.1.1.8.1.6.3 All mechanical equipment and fixture schedules completed.
107.1.1.8.1.6.4 All pipe sizes noted.
107.1.1.8.1.6.5 Cathodic protection requirements specified.
107.1.1.8.1.6.6 Points-of-connection including invert elevations.
107.1.1.8.1.6.7 Completed riser diagrams.
107.1.1.8.1.6.8 All control diagrams shown and completed.
107.1.1.8.1.6.9 All details completed and referenced to the plans.
107.1.1.8.1.6.10 Final calculations required to meet this level of completion.

107.1.1.8.1.7 Electrical

107.1.1.8.1.7.1 All power, lighting and auxiliary systems plans reflecting complete circuiting.
107.1.1.8.1.7.2 Required single line drawings.
107.1.1.8.1.7.3 Completed panel schedules.
107.1.1.8.1.7.4 Electrical room details showing equipment in plan and elevation.
107.1.1.8.1.7.5 All special systems including grounding wells.
107.1.1.8.1.7.6 All details completed and referenced to the plans.
107.1.1.8.1.7.7 Final calculations required to meet this level of completion.

107.1.1.8.1.8 Specifications

107.1.1.8.1.8.1 Completed Project Specification sections (Parts 1, 2 and 3) for each discipline.
107.1.1.8.1.8.2 Final form technical specifications in CSI format.

107.1.1.8.1.9 Calculations

107.1.1.8.1.9.1 Complete Civil, structural, mechanical, plumbing, and electrical calculations.

107.1.1.8.1.9.2 Identify the need for special inspection services and specify types of special inspection required in the Construction Documents.

107.1.1.8.1.9.3 Provide Exterior Light Fixture cut sheets for review

107.1.1.8.2 Prepare Final 100% Construction Documents, including the following:

107.1.1.8.2.1 Drawings

107.1.1.8.2.1.1 Complete drawings, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada, incorporating all regulatory agency, NDOT and Union Pacific Railroad review comments.

107.1.1.8.2.2 Specifications

107.1.1.8.2.2.1 Complete specifications, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

107.1.1.8.2.3 Calculations

107.1.1.8.2.3.1 Complete Civil, structural, mechanical, plumbing, and electrical calculations, stamped and signed by the engineers of record registered in the State of Nevada.

107.1.1.8.2.4 General

107.1.1.8.2.4.1 The Consultant shall incorporate all requirements, specific directions, changes and corrections made by the City and regulatory authorities and agencies into the Final Construction Documents Submittal. The Consultant shall provide the City a "Yellow Line" over "Red Line" corrections drawing check set or other quality control evidence confirming that all of the requirements, directions, changes and corrections have been incorporated into the documents.

107.1.1.8.2.4.2 The City shall give written approval of the final, corrected, Construction Documents prior to the Consultant proceeding with submittals to the City Purchasing Division for bidding or negotiation. The Consultant shall not be responsible for reproduction costs of the Contract Documents submitted, except as specifically required in **Exhibit "A"** and **Exhibit "B"**.

ARTICLE 108: BIDDING PHASE

108.1.1 With approval of the Construction Documents and of the latest Construction Cost Estimate, the City shall obtain bids or negotiated proposals and prepare the Construction Contract for the Project.

108.1.2 If the Bidding or negotiation Phase has not commenced within 90 days after the Consultant submits the final, corrected Construction Documents incorporating all permit plan check comments and regulatory requirements to the City ready for bidding, the Construction Cost Budget may be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the

Construction Documents to the City and the date on which proposals are sought.

108.1.3 Upon authorization by the City to proceed with the bidding phase, the Consultant shall:

108.1.3.1 While the Project is being advertised for bids, all questions concerning intent shall be referenced to the City for resolution. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decisions by the City as to the proper procedure required. Corrective actions taken will be either in the form of an addendum prepared by the Consultant and issued by the City, or by a construction change directive issued after award of the Construction Contract. In either case, Consultant shall prepare all necessary documents at no additional cost to the City, and update the Construction Cost Estimate. All documents shall be prepared on 8-1/2" X 11" size paper unless otherwise approved in writing by the City.

108.1.3.2 Addendum revisions shall be made on the appropriate CAD drawing or word-processing specification files, and then electronically clipped out for issuance in 8-1/2" X 11" format. Revisions shall be indicated and logged on each document. Consultant shall maintain a log of all revisions to the documents.

108.1.3.3 Attend and participate in the Pre-bid meeting.

108.1.3.4 Participate in bid evaluation and recommendations.

108.1.4 The City shall advise the Consultant of the award of the Construction Contract, and establish a Pre-Construction Conference.

ARTICLE 109: CONSTRUCTION ADMINISTRATION PHASE

109.1.1 The Construction Phase for the Project will commence with the City's issuance of the "Notice To Proceed" to the Contractor for the Project and, together with the Consultant's obligation to provide the services under Article 1 and, if applicable, Article 2 shall terminate with the final payment to the Contractor or in the absence of the submission of a final certificate for payment or of such due date, sixty days after the date of Substantial Completion of the Project, whichever first occurs.

109.1.2 CONSTRUCTION PROJECT REPRESENTATIVE. The individual designated as the City's Construction Project Representative is indicated in **Exhibit "F"** (Key Personnel List), or if no name is so indicated, the Consultant shall be notified in writing by the City as to the individual designated as the Construction Project Representative. The Construction Project Representative shall, during the Construction Phase, have complete authority to receive information, transmit instructions on behalf of the City Representative, to coordinate weekly construction site meetings and represent the City in the completion of the Project. The Construction Project Representative shall be responsible for writing and distributing minutes of construction meetings, or shall delegate such responsibilities to other consultants.

109.1.3 Upon authorization by the City to proceed with the construction phase, the Consultant shall:

109.1.3.1 MEETINGS. Attend and participate in the Pre-Construction Conference with the Construction Contractor. The Consultant's construction administration team shall participate in periodic "Partnering Meetings" with the City and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Attend and participate in Construction Progress Meetings, weekly or more frequently as requested by the City. Meeting dates, times, and place will be determined by the City.

109.1.3.2 SITE VISITS. Visit the Project site at such intervals as are appropriate to the stage of construction for the Project or as otherwise agreed upon in writing by the parties hereto in order to become familiar with the progress and quality of the construction and to determine if the construction of the Project is proceeding in accordance with the Contract Documents. These visits shall average once a week throughout the period of the Construction Contract. In coordination with the Contractor's use of the site, Consultant shall have access to the site during construction of the Project.

109.1.3.3 DEFECTIVE WORK. Advise the City of any defects or deficiencies in work by the Construction Contractor that the Consultant observes while visiting the site. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Agreement unless otherwise modified by written instrument. The Consultant shall have no authority to issue instructions on behalf of the City, or to deputize another to do so. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Consultant and Contractor shall communicate through the City's representatives.

109.1.3.4 PAYMENT APPLICATIONS. If requested by the City, the Consultant shall review each Application for Payment submitted by the Contractor based on the Consultant's observations of the progress of construction of the Project, and certify the amounts due there under. The Certification for Payment shall constitute a representation by the Consultant to the City, based on the Consultant's observations at the

Project site and on the data comprising the Contractor's Application for Payment, that the construction of the Project has progressed to the point indicated in the Application and that, to the best of the Consultant's knowledge, information and belief, the quality of the construction of the Project is in accordance with the Contract Documents. The foregoing representations are subject to (i) an evaluation of the construction of the Project for conformance with the Contract Documents upon Substantial Completion of the Project, (ii) results of subsequent tests and inspections, (iii) minor deviations from the Contract Documents correctable prior to completion and (iv) specific qualifications expressed by the Consultant. The issuance of the Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of the Certificate for Payment shall not be a representation that the Consultant has (i) made exhaustive or continuous on-site inspections to check the quality or quantity of the construction of the Project, (ii) reviewed the construction means, methods, techniques, sequences or procedures, (iii) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment or (iv) ascertained how or for what purpose the Contractor has used money previously paid by the City to the Contractor.

109.1.3.5 DOCUMENT REVISIONS. During construction, promptly furnish all necessary additional drawings for supplementing, clarifying and correcting purposes. Revisions shall be made on the full size CAD drawing or complete word-processing specifications files, and then electronically clipped out for issuance. Revisions shall be indicated and logged on each document by clouding the affected area and delta revision symbol. The Consultant shall maintain a log of all revisions to the documents detailing the reference document and detail, title, revision delta with date, revision type, and a thorough description of the change. If the City should decide to bid the documents prior to completion of the permit plan check process, the Consultant shall promptly provide the Contractor with a log of revision detailing the variations between the bid set of documents and the permit issued set, in a format acceptable to the City and Contractor, immediately upon completion of the permit plan check process.

109.1.3.6 SUBSTITUTIONS. The Consultant's basic services shall include evaluations of any substitutions proposed during the construction period and performing the revisions to the Contract Documents required by such substitutions, including presentation to the City and other local agencies whenever required to obtain approval and/ or permits for construction of such substitution.

109.1.3.7 INTERPRETATIONS. If requested by City, promptly render interpretations which may be necessary for the proper execution or progress of the construction of the Project and render written decisions on all claims, disputes and other matters in question between the City and the Contractor which relate to the execution or progress of the construction of the Project or the interpretation of the Contract Documents. All such interpretations and decisions of the Consultant shall be consistent with the intent of, and shall be reasonably inferable from, the Contract Documents and shall be in writing or the form of drawings.

109.1.3.8 RFI. Promptly respond to Requests for Information (RFIs). The work shall address all RFIs submitted including without limitations Contractor errors, repairs, suggestions, fixes and alternate means of construction, field/site conditions, seemingly frivolous and out of scope requests, and issues relating to document errors and omissions. Determination of appropriate methods and means of construction remain the responsibility of the Contractor.

109.1.3.9 SUBMITTALS. Promptly review and approve submittals, samples and shop drawings for compliance with the Construction Documents. This work shall include submittals and shop drawings submitted for specified products and products submitted as a "substitution" or under an "or equal" under the Substitution requirements of Section 01600 provision of the specifications. A prompt turn-around time from receipt by the Consultant to dispatch by the Consultant as to cause no delay in the construction of the Project is mandatory for review and distribution. After three (3) submittals, if the same item has not been approved, the City shall be separately notified of such in writing.

109.1.3.10 CHANGE ORDERS. Promptly review, comment on, approve, and sign Change Orders and Construction Change Directives with supporting documentation and data as deemed necessary by the Consultant for the City's approval and execution in accordance with the Contract Documents. Should the Consultant determine that a proposed Change Order or Construction Change Directive is excessively priced, not a legitimate change in the scope of the Contractor's work, outside of the Consultant's scope of work, detrimental to the Consultant's design, uncoordinated with the Construction Documents, potentially harmful to public safety, or a violation of codes, laws and regulations, the Consultant shall so comment to the City in writing at the time of the required prompt proposal processing, and the Consultant's failure to comment at that time shall be construed as the Consultant's approval of the proposal.

109.1.3.11 DRAINAGE REPORT. Provide a Drainage Compliance Report, sealed by the Civil Engineer of record for the Project, acceptable to the City of Las Vegas Department of Building and Safety.

109.1.3.12 EXTERIOR LIGHTING ILLUMINATION LEVEL TESTING AND REPORT. Upon completion of the construction, provide testing and a report detailing the lighting illumination levels achieved in each area of the project, in accordance with Section 16520 Exterior Lighting of the City Design Standards, complete with a letter of compliance.

109.1.3.13 SUBSTANTIAL COMPLETION. Conduct observations to determine the date or dates of Substantial Completion and the date of final completion, and sign the Certificate of Substantial Completion.

109.1.3.14 PUNCHLISTS. Participate in the development and resolution of Punch Lists.

109.1.3.15 TURN-AROUND TIMES AND CONSULTANT RESOURCES. The Consultant agrees to provide Construction Administration phase services in accordance with the following provisions, and shall require and provide response times from subconsultants to meet these provisions. The following provisions do not require or imply Consultant services in addition to those otherwise required by this Agreement and do not authorize any Additional Services.

109.1.3.15.1 RFIs and SUBMITTALS, FORWARDING. Forward RFIs and submittals requiring review or response by subconsultant(s) of the Consultant within 1 working day of receipt. (For example, receipt on Friday at 3 P.M. must be forwarded no later than 3 P.M. on Monday.)

109.1.3.15.2 RFIs and SUBMITTALS, REVIEWING. For RFIs and submittals requiring review by or response from the Consultant, begin work on request within 1 working day of receipt (unless the City requests an immediate response) and diligently continue work, uninterrupted by other project commitments or work assignments, until review or response is completed and distributed.

109.1.3.15.3 RFIs and SUBMITTALS, MAXIMUM TURN-AROUND TIMES. Unless an exception is requested by the Consultant and granted by the City for unusual items or issues requiring additional time, Consultant shall thoroughly and completely respond to **RFIs within 5 calendar days** and **submittals within 10 calendar days** of receipt. Maximum turn-around times include any needed reviews by Consultant's subconsultants. Unless requested, do not provide partial responses. If request is unclear in any regard, review and respond to the maximum extent possible when requesting clarification and additional information.

109.1.3.15.4 PROJECT DELAYS. Immediately provide additional support resources as needed to prevent potential and cure occurring construction delays (regardless of whether delay claim is submitted) related to Consultant services, at no additional cost to the City.

ARTICLE 110: POST CONSTRUCTION PHASE

110.1.1 The Consultant shall:

110.1.1.1 RECORD DOCUMENTS. Based upon the Consultant's knowledge of the changes in the Project during the Construction Phase and review of the Contractor's final record documents, prepare Record Documents for the Project. The Consultant shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and co-ordination items submitted by the Contractor using the software package AutoCAD. The Consultant shall prepare and submit one (1) set of completed documents in electronic and signed (but not sealed) on reproducible mylar or acid-free bond format to the City.

110.1.1.2 WARRANTY. Participate in warranty reviews, including reviews during any staggered warranty periods and a warranty walk-through eleven months after warranty commencement. Assist the City in the development and resolution of a warranty issues list. Consultant shall include this provision in subconsultant agreements for the Project.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 The Consultant shall provide the following submittals, delivered to the City unless noted otherwise. Reference the entire Agreement and other Exhibits for additional submittals and requirements.

200.2 Certificates of Insurance

The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized designated representative, a certificate of insurance with respect to each required policy to be provided by the Consultant under this Agreement. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) shall be provided to the City upon request.

The Consultant shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

ARTICLE 201: PRELIMINARY AND CONCEPTUAL DESIGN PHASE

201.1 Geotechnical Report
201.2 Site Survey.
201.3 NEPA Report.
201.4 Sustainability Opportunity Outline.
201.5 Construction Cost Estimate.
201.6 Conceptual Design Drawings.

ARTICLE 202: SCHEMATIC DESIGN/30% PHASE

202.1 Schematic Design Drawings and Specification Outline.
202.2 Presentation Drawings, mounted.
202.3 Updated Sustainability Opportunity Outline.
202.4 Construction Cost Estimate.

ARTICLE 203: DESIGN DEVELOPMENT/60% PHASE

203.1 Drawings and Specifications.
203.2 Updated Sustainability Opportunity Outline
203.3 Construction Cost Estimate.

ARTICLE 204: CONSTRUCTION DOCUMENT/90%/100% PHASE

204.1 If required by governing authorities, Flood/Hydrology Reports submitted to Regional Flood Control and City of Las Vegas Land Development Section, and written notice to the City of the submittal dates for each.

204.2 If required by governing authorities, Traffic Study submitted to City of Las Vegas Traffic/Electrical Field Operations Section, and written notice to the City of the submittal date.

204.3 Construction Drawings and Specifications as described in the Scope of Services (**Exhibit "A"**) at 90%, and 100% completion, utilizing the City's standard cover sheet and title block, including Construction Cost Estimates with 90% and 100% submittals.

204.4 Progress Construction Drawings if more than 30 days between Design Development/60% submittals and 90% Construction Documents submittals occurs or if more than 30 days between 90% Construction Documents submittal and 100% Construction Documents submittal occurs.

204.5 Exterior Light Fixture Cut Sheets at 90% Submittal.

204.6 Building Permit Application.

204.7 Building Department and Land Development plan review permit applications.

204.8 Construction Drawings and Specifications ready for issuance of all required permits and printing for bidding phase distribution, which incorporate all governmental, agency, and utility company design comments and corrections.

204.9 Table of Contents listing each specification section, with print date indicated (if sections have different dates, individual dates must be indicated for each section).

204.10 Drawing list with sheet title and issue date for each sheet.

204.11 Specifications contributing authors' stamps and signatures.

204.12 Updated Sustainability Opportunity Outline.

ARTICLE 205: BIDDING PHASE

205.1 Requested and necessary addenda.

ARTICLE 206: CONSTRUCTION ADMINISTRATION PHASE

206.1 If requested by the Contractor (including his subcontractors acting through the Contractor), provide the Contractor with copies of the drawings including the civil topography, survey, horizontal control, and other related design work produced by the Consultant under this Agreement, in AutoCAD file format suitable for use by the Contractor for his intended use including field survey layout work for the Project. The Consultant shall make this a contractual obligation of his sub-consultants. The Consultant may require the Contractor to sign a hold harmless agreement as a condition for releasing the electronic files.

206.2 Drainage Compliance Report.

ARTICLE 207: POST CONSTRUCTION PHASE

207.1 Final Record Drawings in both electronic and mylar or acid-free bond format.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: NOTICE TO PROCEED

300.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Agreement signed by the parties. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Scope of Service set forth in this Agreement and the compensation to the Consultant for said Scope of Services is based upon the Consultant and the City each performing its responsibilities in a timely manner.

ARTICLE 301: PHASE SCHEDULE

301.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Programming and Conceptual Design	30	Includes 1 week City review period.
Schematic Design (30% Design)	45	Includes 1 week City review period.
Design Development (60% Design)	45	Includes 1 week City review period.
Construction Documents (90% / 100% Design)	45 / 45	City review is concurrent with drawings progress. See below for the permitting phase scope.
Bidding		City determined.
Construction		City determined.
Post Construction		City determined.
TOTAL	**210**	

301.2 The City review periods shown in the table may occur over several periods during each phase or may occur at the conclusion of each phase. Unused review days may be carried forward for use in successive phases of the Project.

301.3 The Calendar Days to Complete for the Construction Documents phase shown in the table begins upon authorization to proceed for this phase and completes upon application acceptance of the submission to the Building Department and Land Development for the building permit plan review process. The scope of services for the Construction Documents phase continues beyond the date of submission and includes the drawing and specification review activities, and completes when the documents incorporate the required revisions and comments received from all agencies required for approval of the design, and the bidding package is complete, ready for printing and distribution.

ARTICLE 302: DESIGN AND PERMITTING SCHEDULE DELAYS

302.1 The Consultant declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.

302.2 Although it is acknowledged that neither the City nor the Consultant have full control over these design approval processes, the Consultant shall be responsible for any damages to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.

302.3 Specifically, the Consultant is aware of the following local conditions for timely processing of required design approvals:

302.4 The City of Las Vegas building permit application and drawing submittal process is a dual submittal process, one package to the Department of Building and Safety, and a separate package to the Department of Public Works, Land Development Section.

302.5 The Flood Study and Traffic Study need to be approved prior to Land Development accepting the construction permit application, and that these reviews can take many weeks to obtain.

302.6 The Land Development approval process generally takes longer than the Building Department approval process, and the submittals do not need to be simultaneous.

302.7 Upon approval of the Land Development package, the civil engineer of record is required to insert prints of the approved Land Development drawings into the Department of Building and Safety drawing package submittal prior to the final review and approval of the Building Department submittal. This action is generally on the critical path of the Project schedule.

302.8 The Consultant hereby agrees to reimburse the City for any damages, delays, and additional costs associated with any avoidable delays the Consultant could or should have prevented or mitigated, and that a lack of familiarity with the local processes shall not provide relief from this responsibility.

ARTICLE 303: CONSTRUCTION SCHEDULE CHANGES

303.1 It is understood and agreed by the Consultant that, although the time required to construct the Project has yet to be estimated as of the date of this Agreement, the Consultant is knowledgeable and experienced in determining the estimated construction time required to construct public works projects including this specific project type, and further that the Consultant has an advisory role in helping the City establish the construction term to be included in the construction contract, and therefore has the ability to determine the Consultant's fixed fee for the Construction Phase scope of services regardless of how long it takes to construct the Project and that the Consultant assumes all risks for changes in his costs to perform the scope of services agreed to in this Agreement due to the length of time it takes to construct the Project, excepting if the following occur with no cause being in any way the fault of the Consultant:

303.1.1 The Consultant may be allowed an increase in fee for construction delays caused by the suspension of the Project as provided for in Section 10.01 Suspension of this Agreement.

303.1.2 The Consultant's fee for the Construction Phase may be adjusted due to the time required to construct the Project once the variation in Construction Time (time from the Contractor's notice to proceed until Substantial Completion) exceeds a fifty percent increase or decrease from the time that was provided in the Contractor's construction contract at award. To the degree a construction extension of time is due to a suspension of the construction (and a resulting reduction in the Consultant's weekly work, regardless of the amount of such reduction), any increase of fee will be determined under Section 10.01 Suspension instead of this paragraph.

303.1.3 The Consultant's fee for the Construction Phase shall be increased as an Additional Service for the Consultant's costs after the Construction Time exceeds twenty five percent (25%) more time than was provided for in the Contractor's construction contract time as awarded, with the Consultant absorbing any and all unanticipated Consultant costs up to the twenty five percent (25%)time increase.

303.2 Should the Contractor complete the Project in less than fifty percent of the original awarded contract time, the Consultant's fee shall be proportionately reduced for the Construction Phase, with the City paying the full amount of the fee for the Construction Phase regardless of any reduction in time less than the fifty percent time reduction.

303.3 No adjustments shall be made to the Post Construction Phase fee due to extended schedules.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Agreement including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed **$309,477.00**. Increases to total compensation may only be authorized by written amendment to this Agreement. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED ON THE COMPLETION OF PHASES

401.1 For the services set forth in Exhibit "A" (Scope of Services), the City agrees to pay to the Consultant the fixed fee assigned for each phase of the Project identified in this Exhibit "D" (Fee Breakdown). The Consultant agrees to perform the services required under this Agreement Exhibit "A" (Scope of Service) for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for each phase pursuant to monthly invoices submitted in accordance with the Agreement based upon the percentage of completion for each phase. The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services).

PHASE	PERCENT of TOTAL	FIXED FEE	REMARKS
Programming and Conceptual Design	%	$55,946.00	Excludes NEPA Report
NEPA Report	%	$ 1,060.00	
Schematic Design/30%	%	$45,763.00	
Design Development/60%	%	$43,026.00	
Construction Documents/90%/100%	%	$87,787.00	
Bidding	%	$ 9,300.00	
Construction	%	$44,275.00	
Post Construction	%	$ 7,230.00	Drafting Record Drawings, Warranty Review
	TOTAL	**$294,477.00**	

401.2 ALTERNATE PAYMENT METHOD FOR BASIC SERVICES.
At the City's discretion, the City may revise the payment for Basic Services for all or part of any phase from the method of payment based on completion of phases to instead a method based upon the Consultant's hourly rates. As part of this change to an hourly rate, the City may add, delete, or modify the services to be performed. The City shall provide written notice to the Consultant prior to revising the payment method to hourly rates. Services for partially completed phases performed prior to the written notice shall be compensated based upon the percentage of completion of the phase.

401.3 CONSTRUCTION COST ESTIMATES.
Consultant shall **deduct** from the above Fees **$5,000** for each of the following required Construction Cost Estimates not delivered, for whatever reason, upon completion of each phase: Conceptual Design, Schematic Design/30%, Design Development/60%, Construction Document at 90%, and Construction Document at 100%.

ARTICLE 402: ALLOWANCE FOR ADDITIONAL SERVICES

402.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

402.2 Additional Services are services that are not set forth in Exhibit "A" (Scope of Services).

402.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with

the claims and disputes provisions of this Agreement and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with the Agreement.

402.4 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Agreement.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$15,000.00	**Aesthetic enhancement design/engineering.**

ARTICLE 403: ALLOWANCE FOR REIMBURSABLE EXPENSES

403.1 For the Reimbursable Expenses allowed by Exhibit "E" (Additional Compensation), a Not-To-Exceed Allowance is hereby established as set forth below. The Consultant has determined that this Reimbursable Expense Allowance amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in Exhibit "A" (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Agreement without further compensation for Reimbursable Expenses should the costs exceed this Total Not-To-Exceed Cost for Reimbursable Expenses. Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with the Agreement.

403.2 Expenses not listed in Exhibit "E" (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment to this Agreement to allow them as Reimbursable Expenses. Increases to this Total Not-To-Exceed Cost for Reimbursable Expenses may only be authorized by written amendment to this Agreement.

REIMBURSABLE EXPENSE ALLOWANCE		REMARKS
TOTAL NOT-TO-EXCEED COST	$0	

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

500.1 The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and facility, equipment, and IT maintenance personnel.

CLASSIFICATION	RATE	UNIT
Principal	$210	Per Hour
Associate	$195	Per Hour
Sr. Engineer	$160	Per Hour
Sup Des/Engineer	$145	Per Hour
EI/Designer	$115	Per Hour
Technician / CADD Operator	$75	Per Hour
Clerical	$47	Per Hour

ARTICLE 501: SUB-CONSULTANT HOURLY RATES

501.1 The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and facility, equipment, and IT maintenance personnel.

SUBCONSULTANT: EV&A Architects	RATE	UNIT
Principal / President	$215	Per Hour
Principal / Vice President	$210	Per Hour
Sr. Project Manager	$200	Per Hour
Project Manager / Design Director	$180	Per Hour
Sr. Designer	$150	Per Hour
Project Professional IV	$115	Per Hour
Project professional III	$105	Per Hour
Designer / Job Captain / Project Professional II	$100	Per Hour
Project professional I	$85	Per Hour
Sr. Draftsman	$75	Per Hour
Draftsman / Clerical	$60	Per Hour

SUBCONSULTANT: JBA	RATE	UNIT
Sr. Principal	$300	Per Hour
Principal / Director	$250	Per Hour
Sr. Engineer	$175	Per Hour
Sr. Project Manager	$150	Per Hour
Project Manager / Engineer	$125	Per Hour
Sr. Designer	$95	Per Hour
Designer – Engineering Assistant	$85	Per Hour
Sr. CADD Operator	$75	Per Hour
CADD Operator / Clerical	$65	Per Hour

SUBCONSULTANT: J.W. Zunino & Associates	RATE	UNIT
Principal	$270	Per Hour
Sr. Landscape Architect	$190	Per Hour
Interpretive Planner	$180	Per Hour
Landscape Architect	$160	Per Hour
Project manager	$150	Per Hour
Coordinator / Visual Simulation Expert / Estimator	$130	Per Hour
CADD Operator / Sr. Draftsperson	$120	Per Hour
Draftsperson	$105	Per Hour
Clerical	$80	Per Hour

SUBCONSULTANT: Geotechnical & Environmental Services, Inc.	RATE	UNIT
Principal	$225	Per Hour
Sr. Engineer / Geologist	$175	Per Hour
Project Engineer	$165	Per Hour
Project Geologist	$130	Per Hour
Staff Engineer	$115	Per Hour
Staff Scientist / Staff Geologist / Sr. Engineering Technician / Eng. Intern	$90	Per Hour
Engineering Technician	$75	Per Hour
Sr. Special Inspector	$110	Per Hour
Special Inspector / Environmental Technician	$95	Per Hour
Lab/Field Supervisor	$100	Per hour
Draftsperson	$85	Per Hour
Clerical	$60-$125	Per Hour

ARTICLE 502: ADDITIONAL SERVICES RATES

502.1 The cost of the following potential future Additional Services have been negotiated as of the date of this Agreement.

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	Not To Exceed FEE
Aesthetic design enhancement/engineering.	Calculations, Drawings	None	$15,000

502.2 These fees are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit. For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one and five hundredths (1.05)** times the amounts billed to the Consultant for such services, which multiple has been included in the Additional Services fees shown herein.

502.3 The Consultant agrees to provide services in connection with the Project which are in addition to those required by Exhibit "A" for Basic Services as Additional Services if so requested by the City in writing. Such requests may included, but are not limited to, and are not necessarily indicated by this statement as being Additional Services rather than Basic Services: (i) significant changes in the Project's size, quality, complexity, budget, or time schedule, (ii) changes required due to conflicting instructions previously given by the City, (iii) changes required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents, (iv) services concerning the replacement of that portion of the Project damaged by fire or other cause, and (v) services made necessary by the default or failure of the Contractor including major defects or deficiencies in the construction.

502.4 The extent of engineering or specialty consulting to incorporate aesthetic enhancement integration is not known at the time of contract execution. Therefore, it is acknowledged that the scope of the effort cannot be fully anticipated until the aesthetic enhancements are determined by conclusion of the Schematic Design/30% Phase. The Basic Services include preparation of three (3) distinct aesthetic schemes for the Owner's consideration by the Consultant. This potential Additional Service shall be allowed at the Owner's discretion for extraordinary design and engineering costs resulting from the final aesthetic enhancement determined.

ARTICLE 503: REIMBURSABLE EXPENSES

503.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
None

503.2 For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of **one and one tenth (1.10)** times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

503.3 Reimbursable Expenses are limited to specific pre-authorized items or services purchased from third parties to this Agreement, dedicated to only this Project. Additions to the above allowed Reimbursable Expenses may only be granted as a written amendment to this Agreement.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Michael Vlaovich

600.2 CONSTRUCTION PROJECT REPRESENTATIVE: TBD

ARTICLE 601: CONSULTANT'S PROJECT STAFF

601.1 The following personnel will be assigned by the Consultant to work on the Project. Any changes require City approval.

601.1.1 CONSULTANT REPRESENTATIVE: Tim McCoy, P.E., P.T.O.E

601.1.2 CIVIL ENGINEER: G.C. Wallace, Inc.

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

602.1 The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require City approval.

602.1.1 ARCHITECT: EV&A Architects

602.1.2 STRUCTURAL ENGINEER: G.C. Wallace, Inc.

602.1.3 MECHANICAL ENGINEER: JBA Consulting Engineers

602.1.4 ELECTRICAL ENGINEER: JBA Consulting Engineers

602.1.5 AESTHETIC DESIGN: J.W. Zunino & Associates

602.1.6 GEOTECHNICAL ENGINEER: Geotechnical & Environmental Services, Inc.

602.1.7 LAND SURVEYOR: G.C. Wallace, Inc.

END OF EXHIBIT "F"

EXHIBIT "G"

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 Contracting Entity

G.C. Wallace, Inc.
Name 1555 South Rainbow Blvd. Las Vegas, NV 89146
Address (702) 804-2000
Telephone 88-1019783
EIN or DUNS

Block 2 Description

Subject Matter of Contract/Agreement:
Trail Bridge Package

RFP #:

Block 3 Type of Business

☐	Individual	☐	Partnership	☐	Limited Liability Company	X	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.	James A. Duddlesten President & CEO	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
2.	James VanWoerkom Chief Financial Officer	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
3.	Scott R. Plummer Executive Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
4.	Calvin L. Black Executive Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
5.	Timothy A. McCoy Executive Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
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**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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.

James VanWoerkom

June 16, 2010
Date

State of Nevada
County of Clark
Subscribed and sworn to before me this 16th day of June, 2010

Notary Public

GINA MAXSON
Notary Public State of Nevada
No. 02-76328-1
My appt. exp. April 24, 2013

City of Las Vegas Agenda Item No.: **33.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Second Amendment to Engineering Design Services Agreement No. 07-16736, Trail Bridge Package located from the south side of the Las Vegas Wash between Lamb Boulevard and Washington Avenue - Department of Public Works - Award recommended to: G.C. WALLACE, INC. ($145,050 - Road and Flood Capital Projects Fund) - Wards 1, 3, 4 and 5 (Tarkanian, Reese, Anthony and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $145,050
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On February 21, 2007 City Council approved the award of Agreement No. 07-16736 for the design of the trail bridge package for pedestrian bridges along the Las Vegas Wash. This amendment provides for additional design services related to the pedestrian bridge at Charleston Boulevard and for construction phase engineering support services.

PCC: D. Collins
POC: Calvin L. Black - (702) 804-2000

RECOMMENDATION:
That City Council approve the Second Amendment to Engineering Design Services Agreement No. 07-16736, Trail Bridge Package to G.C. Wallace, Inc. in the amount of $145,050 bringing the total Agreement amount to $1,192,690. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Second Amendment to Engineering Design Services Agreement No. 07-16736
2. Certificate - Disclosure of Ownership/Principals

SECOND AMENDMENT
To
ENGINEERING DESIGN SERVICES AGREEMENT
For
TRAIL BRIDGE PACKAGE

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, _____, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and G. C. WALLACE, INC., a Consultant Engineering firm (herein the "Consultant").

WHEREAS, the City and the Consultant have previously entered into an Agreement dated February 21, 2007, (herein the "Agreement"), retaining the services of the Consultant for engineering design services for the Contract known as LV-25, LV-28 and LV-30 between the City of Las Vegas and the Bureau of Land Management through the Southern Nevada Public Lands Management Act, more fully described therein in connection with the improvements to be constructed with the Trail Bridge Package that includes a pedestrian bridge at Charleston Boulevard and a pedestrian undercrossing and trail segment at Lamb Boulevard.

WHEREAS, since entering into the Agreement, the City desires to modify the services of the Consultant to provide additional design services related to the pedestrian bridge design at Charleston Boulevard and construction phase engineering support services.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree that the following changes shall be made to the Agreement:

1. Exhibit "A" Scope of Services, for detail of additional design services required is hereby attached.

2. Exhibit "C-1" - Manpower Task Breakdown is hereby amended to include Task Numbers 1060, 1300 and 1400 and is hereby attached.

3. Exhibit "D-1" - Cost Derivation is hereby amended to increase the total compensation of the Agreement referenced herein by $125,650 from $731,290 to $856,940; the amount

referenced therein for Additional Services of the CONSULTANT to increase the total compensation by $19,390 from $316,360 to $335,750 and to change the total amount of the entire AGREEMENT referenced therein from $1,047,650 to $1,192,690 is hereby attached.

4. Revised Exhibit "G" Disclosure of Ownership/Principals, is hereby attached.

5. All other provisions of the Agreement remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed the day and year first above written.

CITY OF LAS VEGAS

By: _____
Kathleen C. Rainey, Manager
Purchasing and Contracts
"CITY"

G. C. WALLACE, INC.

By: _____
Calvin L. Black, Executive Vice President
"CONSULTANT"

ATTEST:

_____
Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 7/15/10
Deputy City Attorney Date
John S. Ridilla
Deputy City Attorney

EXHIBIT A
SCOPE OF SERVICES

Additional Services

Task 1060 Additional Design Services

- As required by the City, the Consultant shall perform additional design services required for the project.

Basic Services

Task 1300 Charleston Boulevard Pedestrian Bridge Design Modifications

- G.C. Wallace ("Consultant") shall prepare final design for a revised pedestrian bridge configuration over Charleston Boulevard. The revised design will incorporate concrete approach ramps to reduce the length of prefabricated steel bridge spans as requested by City of Las Vegas ("City") following the 90% submittal of the current bridge configuration. The ramp design will be coordinated with the Las Vegas Wash Trail Phase 2 and Clark County Las Vegas Wash Trail CC26 projects. Revisions include horizontal control, plan and profile, construction plan, lighting plan, striping plan, sections, elevations, abutment and pier details, structural calculations and miscellaneous structural details. Construction cost estimates, specifications and a new NDOT Encroachment Permit will also be prepared for the revised design.

Task 1400 Shop Drawing Review/Request for Information

- As required by the City, the Consultant shall review shop drawing submittals forwarded by City of Las Vegas. Show drawing reviews will be provided for the Charleston Boulevard Pedestrian Bridge, Lamb Boulevard Undercrossing and the Lamb Boulevard to Washington Avenue trail segment.

- As required by the City, the Consultant shall answer contractor requests for information forwarded by the City of Las Vegas. Answers to contractor requests for information will be provided for the Charleston Boulevard Pedestrian Bridge, Lamb Boulevard Undercrossing and the Lamb Boulevard to Washington Avenue trail segment.

EXHIBIT C-1
MANPOWER TASK BREAKDOWN

DATE: 7/15/10		PROJECTED HOURS								
Task No.	Task Description	Princ.	Supr. Eng.	Sr. Eng.	Supr. Dsgr. /Engr.	Designer	Tech/Cadd	Survey	Direct Expenses	Total
	Hourly Rate:	$210.00	$180.00	$160.00	$135.00	$115.00	$95.00	$225.00	See Exhib. D-1	
	Additional Services									
1060	Additional Design Services		10	20	50	40	32			**152**
	Basic Services									
1300	**Charleston Boulevard Pedestrian Bridge Design Modifications**									
1305	Horizontal Control Plan	1			4		4			9
1310	Plan and Profiles	2			16	4	16			38
1315	Construction Plans	2			12	4	24			42
1320	Lighting Plans	2		4	8	4	8			26
1325	Striping Plans	1			4		4			9
1330	Structural Plans and Details		16	24	120	144	188			492
1335	Structural Calculations		4	16	160					180
1340	Construction Cost Estimates	1			4	4	2			11
1345	Specifications	2		4	4		2			12
1350	NDOT Permit	1			8		12			21
1400	**Shop Drawing Review/Request For Information**									
1405	Shop Drawings for Charleston Boulevard Pedestrian Bridge	4	8	16	32	14				74
1410	Shop Drawings for Lamb Boulevard Undercrossing and Lamb to Washington Trail	2	4	8	24	8				46
1415	RFIs for Charleston Boulevard Pedestrian Bridge	1	2	4	8	4				19
1420	RFIs for Lamb Boulevard Undercrossing and Lamb to Washington Trail	1	2	4	8	4				19
	Subtotal - Basic Services	20	36	80	412	190	260			**998**
	Total	20	46	100	462	230	292	0	0	1150

EXHIBIT D-1
COST DERIVATION

DATE: 7/15/10		PROJECTED COSTS								
Task No.	Task Description	Princ.	Supr. Eng.	Sr. Eng.	Supr. Dsgr. /Engr.	Designer	Tech/ Cadd	Survey	Direct Expenses	Total
	Hourly Rate:	$210.00	$180.00	$160.00	$135.00	$115.00	$95.00	$225.00		
	Additional Services									
1060	Additional Design Services	$0.00	$1,800.00	$3,200.00	$6,750.00	$4,600.00	$3,040.00	$0.00	$0.00	**$19,390.00**
	Basic Services									
1300	**Charleston Boulevard Pedestrian Bridge Design Modifications**									
1305	Horizontal Control Plan	$210.00	$0.00	$0.00	$540.00	$0.00	$380.00			$1,130.00
1310	Plan and Profiles	$420.00	$0.00	$0.00	$2,160.00	$460.00	$1,520.00			$4,560.00
1315	Construction Plans	$420.00	$0.00	$0.00	$1,620.00	$460.00	$2,280.00			$4,780.00
1320	Lighting Plans	$420.00	$0.00	$640.00	$1,080.00	$460.00	$760.00			$3,360.00
1325	Striping Plans	$210.00	$0.00	$0.00	$540.00	$0.00	$380.00			$1,130.00
1330	Structural Plans and Details	$0.00	$2,880.00	$3,840.00	$16,200.00	$16,560.00	$17,860.00			$57,340.00
1335	Structural Calculations	$0.00	$720.00	$2,560.00	$21,600.00	$0.00	$0.00			$24,880.00
1340	Construction Cost Estimates	$210.00	$0.00	$0.00	$540.00	$460.00	$190.00			$1,400.00
1345	Specifications	$420.00	$0.00	$640.00	$540.00	$0.00	$190.00			$1,790.00
1350	NDOT Permit	$210.00	$0.00	$0.00	$1,080.00	$0.00	$1,140.00			$2,430.00
1400	**Shop Drawing Review/Request For Information**									
1405	Shop Drawings for Charleston Boulevard Pedestrian Bridge	$840.00	$1,440.00	$2,560.00	$4,320.00	$1,610.00	$0.00			$10,770.00
1410	Shop Drawings for Lamb Boulevard Undercrossing and Lamb to Washington Trail	$420.00	$720.00	$1,280.00	$3,240.00	$920.00	$0.00			$6,580.00
1415	RFIs for Charleston Boulevard Pedestrian Bridge	$210.00	$360.00	$640.00	$1,080.00	$460.00	$0.00			$2,750.00
1420	RFIs Lamb Boulevard Undercrossing and Lamb to Washington Trail	$210.00	$360.00	$640.00	$1,080.00	$460.00	$0.00			$2,750.00
	Subtotal - Basic Services	$4,200.00	$6,480.00	$12,800.00	$55,620.00	$21,850.00	$24,700.00			**$125,650.00**
	Total	$4,200.00	$8,280.00	$16,000.00	$62,370.00	$26,450.00	$27,740.00	$0.00	$0.00	$145,040.00

EXHIBIT "G"

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 Contracting Entity

G.C. Wallace, Inc.
Name 1555 South Rainbow Blvd. Las Vegas, NV 89146
Address (702) 804-2000
Telephone 88-1019783
EIN or DUNS

Block 2 Description

Subject Matter of Contract/Agreement:
Trail Bridge Package

RFP #:

Block 3 Type of Business

☐	Individual	☐	Partnership	☐	Limited Liability Company	X	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.	James A. Duddlesten President & CEO	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
2.	James VanWoerkom Chief Financial Officer	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
3.	Scott R. Plummer Executive Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
4.	Calvin L. Black Executive Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
5.	Timothy A. McCoy Executive Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
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**

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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.

James VanWoerkom

June 16, 2010
Date

State of Nevada
County of Clark
Subscribed and sworn to before me this 16th day of June, 2010

Notary Public

GINA MAXSON
Notary Public State of Nevada
No. 02-76328-1
My appt. exp. April 24, 2013

City of Las Vegas Agenda Item No.: **34.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Modification No. 2 to Contract No. 050599-DK, Investment Management Services - Department of Finance and Business Services - Award recommended to: WELLS CAPITAL MANAGEMENT, INC. ($215,000 - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $215,000
Funding Source: General Fund
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
This modification will increase the asset level under management, reduce fees and provide the City with the option to renew this contract for an additional two year period beyond June 30, 2012. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: C. White
POC: Steve Koch - (801) 246-1591

RECOMMENDATION:
That City Council approve award of Modification No. 2 to Contract No. 050599-DK, Investment Management Services to Wells Capital Management, Inc. in an annual amount not to exceed $215,000. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Modification No. 2 to Contract No. 050599-DK
2. Certificate - Disclosure of Ownership/Principals

CONTRACT MODIFICATION No. 2
INVESTMENT MANAGEMENT SERVICES

THIS MODIFICATION No. 2 is being entered into this _____ day of _____, 2010, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and WELLS CAPITAL MANAGEMENT, INC. (hereinafter the "Company") having its principal office at 552 Market Street, Floor 10, San Francisco, California 94105.

The Contract between the City and the Company, dated September 21, 2005 and modified on December 18, 2006, is hereby modified as follows:

1. **B-3 Prices/Costs.** Revise the fee rate per mutual agreement between the parties, specify services for fee, and update escalation paragraph.

DELETE B-3 Prices/Costs in its entirety.

REPLACE WITH:

B-3 Prices/Costs

(a) The City will pay the Company for services performed at a fee rate of 0.075% for all assets managed. Fees are to be charged quarterly based on the average of the month end market values in each quarter. Notwithstanding the portfolio market value fluctuation, the City will pay the Company a minimum annual fee of $75,000 for services provided.

(b) The annual fee provides for active investment management, credit research, economic/interest rate research, all custody and safekeeping provided by Wells Fargo Bank, N.A., robust online reporting package, client relationship management including regular communication and wire transfers from the account.

(c) Escalation – Price Adjustment. This pricing shall be firm through June 30, 2012. There may be a price adjustment for subsequent Contract option years that are exercised by the City. Only one written price adjustment request will be accepted from the Company per option period. Sixty (60) days prior to the end of the then current Contract term, the Company may present a written request for price adjustment, for the City's consideration.

2. **B-4 Performance Period.** Add another option period.

DELETE B-4 Performance Period in its entirety.

REPLACE WITH:

B-4 Performance Period

The initial Contract performance period is from October 1, 2005 through June 30, 2006. The City extended the performance period through June 30, 2012. The City may, at its sole option, extend the performance period for another one (1) two-year period beyond June 30, 2012. The Company may not assume an automatic renewal.

3. **E-5 Insurance.** Update insurance requirements.

DELETE E-5 Insurance in its entirety.

REPLACE WITH:

E-5 Insurance [CAO-1/12/09] R

(a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

(i) Industrial/Workers' Compensation Insurance protecting the Company from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive.

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.

(iii) Professional Liability Insurance (Errors and Omissions) $2,000,000 limit written on claims made basis.

(b) Company must provide required insurance documentation to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All policy certificates and endorsements are required to be an agent authorized by that insurer and who is licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Company shall annually provide the ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits resulting in non compliance with the requirements outlined herein or for which replacement coverage is not obtained. Notifications shall be sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

(c) The City, its officers and authorized employees shall be named as additional insureds as respects General Liability insurance only and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements

for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A- VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. The Company has a $2.1 million Professional Liability deductible, and the Company will be financially responsible to pay any claims that are less than the deductible.

(e) If the Company fails to carry the required insurance, subject to 30 days advance notice the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

(f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

(g) The Company is encouraged to purchase any additional insurance as it deems necessary.

(h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

(i) The policies required in E-5 (a) ii-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

4. **E-23 Counterpart Signatures.** Add Counterpart Signatures clause.

E-23 Counterpart Signatures [CAO-9/24/08]

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

5. **General.** In the event of any conflict between the Contract, as unmodified and this modification, the provisions of Modification No. 2 take precedence. All other contract terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Modification No. 2 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

ATTEST:

Beverly Bridges, MMC

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

APPROVED AS TO FORM:

Robert S. Sylvain 7-16-10
Deputy City Attorney Date

WELLS CAPITAL MANAGEMENT, INC.

THOMAS O'MALLEY, Executive Vice President of Liquidity Management Services

"Company"

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; (e) trust – the trustee and beneficiaries.

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 **Contracting Entity**	
Name	WELLS CAPITAL MANAGEMENT
Address	525 MARKET ST., 10TH FL. MAC #A0103-103 SAN FRANCISCO, CA 94105
Telephone	415-396-8000
EIN or DUNS	95-3692822

Block 2 **Description** **Subject Matter of Contract/Agreement**	
Investment Management Agreement	
Contract No.	18522400

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

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.	Wells Fargo Bank, N.A.	420 Montgomery, San Francisco, CA, 94104	800-869-3557
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

JACEK KEVIN MACHNOWSKI
COMM. #1695910
NOTARY PUBLIC - CALIFORNIA
MARIN COUNTY
My Comm. Expires September 26, 2010

Name

7/21/10
Date

Subscribed and sworn to before me this 21 day of July, 2010

Notary Public

City of Las Vegas Agenda Item No.: **35.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Modification No. 2 to Contract No. 070161-CW, Accident Investigation Services - Department of Human Resources - Award recommended to: DAVID MORSE AND ASSOCIATES, INC. ($130,000 - Liability Insurance and Property Damage Internal Service Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $130,000
Funding Source: Liability Insurance and Property Damage ISF
Dept./Division: Human Resources

PURPOSE/BACKGROUND:
This modification provides the City with the option of two one-year contract renewal periods. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: C. White
POC: Henning Heldt - (323) 342-6800

RECOMMENDATION:
That City Council approve award of Modification No. 2 to Contract No. 070161-CW, Accident Investigation Services to David Morse and Associates, Inc. in the annual not-to-exceed amount of $130,000. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Modification No. 2 to Contract No. 070161-CW
2. Certificate - Disclosure of Ownership/Principals

CONTRACT MODIFICATION No. 2

Accident Investigation Services

THIS MODIFICATION No. 2 is being entered into this _____ day of _____, 2010, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and DAVID MORSE AND ASSOCIATES, INC. (hereinafter the "Company"), having its principal office at P.O. Box 26004, Glendale, California 91222.

The purpose of the Modification is to modify the performance period and scope of service.

The Contract between the City and the Company dated March 7, 2007, and modified on June 9, 2008, is hereby modified as follows:

1. Paragraph. B-3 Prices /Costs. Add (a) 6.

DELETE: B-3 Prices/Costs in its entirety.

REPLACE WITH:

B-3 Prices/Costs

(a) The City will pay the Company for services performed as follows:

1. Initial claims investigation at $280.00 to include:

   i. Immediate response and investigation of the accident scene, to include, but not limited to, meeting with the police officer on location and obtaining a printout of initial police information;

   ii. Photographs, up to five (5);

   iii. A first written report (the full preliminary report or preliminary closing report);

   iv. All travel time and mileage to and from the scene;

   v. A Preliminary Notice of Loss, if needed; and

   vi. Cell phone use at no additional charge.

2. Casualty Adjusting Services at $80.00 per hour subsequent to initial claims investigation set forth in Paragraph C-2 (a) and (b).

3. Mileage to and from the scene: $0.55 per mile.

4. Extra photographs: $2.00 per photo, above and beyond initial (5) photographs, and only when additional photos are needed.

5. Accident Reconstruction at $120.00 per hour. This service is subject to prior authorization from the Project Manager.

6. The Company will provide a detailed and coherent itemization of any billed charges exceeding that of the initial claims investigation, 1 through 5 above and C-2 Initial Claim Investigations.

(b) It is agreed that this pricing shall be valid through June 30, 2011, or through June 30, 2012, if renewal option is exercised.

(c) The total amount of this Contract shall not exceed $110,000.00 annually. In no event shall the total payments to the Company for the services provided under this Contract exceed the aforementioned amount appropriated without prior approval of the City.

2. B-4 Performance Period. Extend performance period.

DELETE B-4 in its entirety.

REPLACE WITH:

B-4 Performance Period

The initial term of the Contract shall be for a period from the Award Date through June 30, 2008, with up to four (4), one (1) year renewal options. The City exercised the two original renewal options. The City will provide written notice to the Company when an option is exercised. Exercise of an option does not imply that future options will be exercised. All terms and conditions of the Contract shall remain in effect as written, during the options period(s).

3. SECTION C- Statement of Work

DELETE: C-1 Scope of Services/General

REPLACE WITH:

C-1 Scope of Services/General

(a) The Company shall provide all personnel and materials required to perform the Accident Investigation Services set forth in this Contract.

(b) The Company shall investigate each motor vehicle, and/or bodily injury or property damage claim assigned by the City. The Company shall provide a twenty-four (24) hour, seven (7) days per week phone number to receive assignments and be on the scene of an assigned accident within one (1) hour after receiving the assignment. The Company shall be required to prepare reports based on the investigation of the assigned accidents.

(c) The Company shall not investigate any accident that does not involve a City vehicle unless specifically directed to do so by one of the City employees identified in D-3 City Responsibilities.

(d) The Company shall not respond to accident call-outs involving only property damage or bodily injury without verification by one of the City employees identified in D-3 City Responsibilities. The City will pay only for those assignments verified.

(e) The Company shall provide Initial Claims Investigation Reports, as set forth in Paragraph C-2.

(f) At the request of the Project Manager, the Company shall perform Additional Services, which may include further investigational activities and claim adjuster activities over and above those activities required for the initial investigation. The City will compensate the Company for Additional Services at the hourly rate set forth in Paragraph B-3, above. The Company shall keep complete and accurate records of the time spent performing such services. Upon the conclusion of the performance of Additional Services, the Company shall provide a Final Report to the City containing the information gathered and any investigative conclusions and recommendations resulting therefrom.

4. D-3 City Responsibilities. Add (c)

DELETE D-3 in its entirety.

REPLACE WITH:
D-3 City Responsibilities

(a) The City has designated Holly Jensen as the Project Manager. The City will provide written notice to the Company of any subsequent Project Manager reassignment. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract. The Project Manager will provide all general direction to the Company regarding Contract performance. The Project Manager will act as the primary interface between the City and the Company, will provide guidance regarding the City's goals and policies, and will authorize any incurrence of cost associated with Additional Services. The Project Manager is not authorized to waive or change any material terms of the Contract.

(b) (b) Although the Company must provide Las Vegas Metropolitan Police Department, the City's Detention and Enforcement Department, and/or Nevada Highway Patrol reports as part of the initial Report, it will be the responsibility of the City to obtain physical copies of the reports.

(c) Accident reporting assignments must be verified by contacting one of the following City personnel:

1. Holly Jensen 702-229-5048
2. Ron Prewitt 702-229-5049
3. Vicki Robinson 702-229-5043
4. Mandee Bowler 702-5076

5. D-4 Company Personnel. Add (g) Adjuster names and (h) an Accounts Receivable contact name.

(g) The Company shall assign Annemarie Gibson as the City's primary adjuster and Shani Williams as the City's secondary adjuster.

(h) The Company shall assign a specific billing/accounts receivable employee as the City's point of contact for all City invoice issues.

6. E-5 Insurance and Bonds. Update insurance requirements.

DELETE E-5 Insurance and Bonds in its entirety.

REPLACE WITH:

E-5 Insurance [CAO-1/12/09] R

(a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive.

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a

policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.

(iii) Commercial Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles.

If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in (iii) above, do not apply.

(iv) Professional Liability Insurance (only if the contract is for professional services) of limits no less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) The Company must provide required insurance documentation to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All policy certificates and endorsements are required to be an agent authorized by that insurer and who is licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Company shall annually provide the ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

(c) The City, its officers and employees shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer

and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the City.

(e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

(f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

(g) The Company is encouraged to purchase any additional insurance as it deems necessary.

(h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

(i) The policies required in E-5 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

7. E-23 Counterpart Signatures. Add new electronic signature clause.

E- 23 Counterpart Signatures [CAO-9/24/08]

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

8. General. In the event of any conflict between the Contract and this modification, the provisions of Modification No. 2 take precedence. All other contract terms and conditions remain unchanged.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Modification No 2 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 7-14-10
Deputy City Attorney Date

DAVID MORSE AND ASSOCIATES, INC.

HENNING HELDT, Senior Vice President

"Company"

ATTACHMENT 1

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; (e) trust – the trustee and beneficiaries.

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 Contracting Entity

DMA Claims, Inc. (David Morse & Associates)

Name

Address 2705 Media Center Dr., Los Angeles, CA 90065

Telephone 323-342-6800

EIN or DUNS 95-4424472

Block 2 Description
Subject Matter of Contract/Agreement

Accident investigation services

Contract No. 070161-CW

Block 3 Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

ATTACHMENT 1

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.	Thomas J. Reitze - Pres	2705 Media Center Drive	323-342-6800
2.		Los Angeles, CA 90065	
3.	Charles N. Ohl - VP/Sec	2705 Media Center Drive	323-342-6800
4.		Los Angeles, CA 90065	
5.	Paula Snider - Manager	2705 Media Center Drive	323-342-6800
6.		Los Angeles, CA 90065	
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

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

_____
Name

16 July 2010
Date

Subscribed and sworn to before me this 16th day of July, 2010

_____
Notary Public

See Attached

ACKNOWLEDGMENT

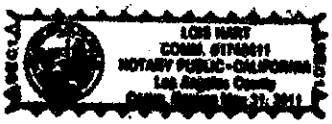
State of California
County of Los Angeles)

On July 16, 2010 before me, Lois Hart
(insert name and title of the officer)

personally appeared Henning Holdt,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Lois Hart (Seal)

A Your Return Mailing Address

Name: Charles N. Ohl, DMA Claims

Address: 2705 Media Center Drive

City: Los Angeles State: CA Zip Code: 90065

REGISTRAR - RECORDER / COUNTY CLERK's FILING STAMP

COPY of Document Recorded

Has not been compared with original. Original will be returned when processing has been completed.
LOS ANGELES COUNTY REGISTRAR-RECORDER

12/06/07

20072681492

1 ☐ First Filing ☑ Renewal Filing
Check one only

FICTITIOUS BUSINESS NAME STATEMENT

THE FOLLOWING PERSON(S) IS (ARE) DOING BUSINESS AS: (Attach additional pages if required)

2 Fictitious Business Name(s)
1. David Morse & Associates
2. DM&A
3. Stein Investigation Agency

Articles of Incorporation or Organization Number *(if applicable)*
AI #/ON 1858251

3 Street Address, City, State, and Zip Code of Principal Place of Business in California (P.O. Box alone not acceptable)
2705 Media Center Drive Los Angeles, CA 90065

4 Full name of Registrant / Corporation / Limited Liability Company
DMA Claims, Inc.

(if corporation - incorporated in what state)
A California Corporation

Residence Street Address (P.O. Box not accepted) City State Zip Code
2705 Media Center Drive Los Angeles CA 90065

4A Full name of Registrant / Corporation / Limited Liability Company

(if corporation - incorporated in what state)

Residence Street Address (P.O. Box not accepted) City State Zip Code

4B Full name of Registrant / Corporation / Limited Liability Company

(if corporation - incorporated in what state)

Residence Street Address (P.O. Box not accepted) City State Zip Code

5 This Business is conducted by: (check one only)
( ) an individual ( ) a general partnership ( ) joint venture ( ) a business trust
( ) co-partners ( ) husband and wife (✓) a corporation ( ) a limited partnership
( ) an unincorporated association other than a partnership ( ) a limited liability company ( ) _____ Other

6 Have you started doing business? If yes, insert the date on the line.
No _____
Yes ✓ Date 5/17/93

7 I declare that all information in this statement is true and correct.
(A registrant who declares as true information which he or she knows to be false is guilty of a crime.)

8 Signature of Registrant(s)

_____ Signature _____ type/print name

_____ Signature _____ type/print name

_____ Signature _____ type/print name

_____ Signature _____ type/print name

8A If Registrant is a CORPORATION or LLC, sign below

DMA Claims, Inc.
Corporation Name / Limited Liability Company

_____ Signature

VP/Secretary
Title

Charles N. Ohl
Type or Print Name

This statement was filed with the County Clerk of LOS ANGELES County on date indicated by file stamp above.

NOTICE - THIS FICTITIOUS NAME STATEMENT EXPIRES FIVE YEARS FROM DATE IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED PRIOR TO THAT DATE. The filing of this statement does not of itself authorize the use in this state of a fictitious business name in violation of the rights of another under federal, state, or common law (See Section 14411 et seq., Business and Professions Code)

REGISTRAR - RECORDER/COUNTY CLERK
BUSINESS FILING AND REGISTRATION
P.O. BOX 53592, LOS ANGELES, CA 90053-0592
PH: (562) 462-2177

FILING FEE: $23.00 for 1 FBN and 2 registrants plus $4.00 for each additional FBN/registrant
RENEWAL FEE: $18.00 for 1 FBN and 2 registrants plus $4.00 for each additional FBN/registrant
REFER TO THE BACK OF FORM FOR INSTRUCTIONS

FORM # 76F286D-F029 (Rev. 1/06)

ATTACHMENT 1

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; (e) trust – the trustee and beneficiaries.

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 **Contracting Entity**
Name DMA Claims, Inc. (David Morse & Associates)
Address 2705 Media Center Dr., Los Angeles, CA 90065
Telephone 323-342-6800
EIN or DUNS 95-4424472

Block 2 **Description**
Subject Matter of Contract/Agreement
Accident investigation services
Contract No. 070161-CW

Block 3 **Type of Business**
☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:

ATTACHMENT 1

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.	Thomas J. Reitze - Pres	2705 Media Center Drive	323-342-6800
2.		Los Angeles, CA 90065	
3.	Charles N. Ohl - VP/Sec	2705 Media Center Drive	323-342-6800
4.		Los Angeles, CA 90065	
5.	Paula Snider - Manager	2705 Media Center Drive	323-342-6800
6.		Los Angeles, CA 90065	
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

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

_____
Name

16 July 2010
Date

Subscribed and sworn to before me this 16th day of July, 2010

Lois Wart
Notary Public

See Attached

ACKNOWLEDGMENT

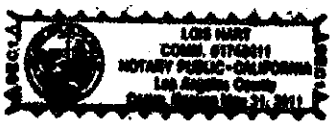
State of California
County of Los Angeles)

On July 16, 2010 before me, Lois Hart
(insert name and title of the officer)

personally appeared Henning Holst,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Lois Hart (Seal)

A Your Return Mailing Address

Name: Charles N. Ohl, DMA Claims

Address: 2705 Media Center Drive

City: Los Angeles State: CA Zip Code: 90065

REGISTRAR - RECORDER / COUNTY CLERK's FILING STAMP

COPY of Document Recorded

Has not been compared with original. Original will be returned when processing has been completed.
LOS ANGELES COUNTY REGISTRAR-RECORDER

12/06/07

20072681492

1 ☐ First Filing ☑ Renewal Filing
Check one only

FICTITIOUS BUSINESS NAME STATEMENT

THE FOLLOWING PERSON(S) IS (ARE) DOING BUSINESS AS: (Attach additional pages if required)

2 Fictitious Business Name(s)
1. David Morse & Associates
2. DM&A
3. Stein Investigation Agency

Articles of Incorporation or Organization Number *(if applicable)*
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( ) an individual ( ) a general partnership ( ) joint venture ( ) a business trust
( ) co-partners ( ) husband and wife (✓) a corporation ( ) a limited partnership
( ) an unincorporated association other than a partnership ( ) a limited liability company ( ) _____ Other

6 Have you started doing business? If yes, insert the date on the line.
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Yes ✓ Date 5/17/93

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(A registrant who declares as true information which he or she knows to be false is guilty of a crime.)

8 Signature of Registrant(s)

_____ Signature _____ type/print name

_____ Signature _____ type/print name

_____ Signature _____ type/print name

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Corporation Name / Limited Liability Company

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Title

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Type or Print Name

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FORM # 76F286D-F029 (Rev. 1/06)

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval to enter into agreement with the State of Nevada, Department of Business and Industry, Housing Division (NHD) to receive $414,828 in FY 2010 Home Investment Partnerships Program Funds – All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $414,828 (Revenue)
Funding Source: State HOME
Dept./Division: Neighborhood Services/Neighborhood Development

PURPOSE/BACKGROUND:
The City of Las Vegas' share of NHD HOME funding is $414,828. This funding will be used for qualified HOME projects or activities. No project may commit and/or expend any funds prior to entering into a written agreement and compliance with NRS 319 and NAC 319.

RECOMMENDATION:
Staff recommends that the City Council approve the State agreement for FY 2010 HOME funding from NHD and authorizes the Mayor to execute any and all related agreements and documents required following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
2010 Agreement to use HOME Investment Partnerships Program ("HOME") Funds by the City of Las Vegas

2010 AGREEMENT TO USE HOME INVESTMENT PARTNERSHIPS PROGRAM
("HOME")
FUNDS BY THE CITY OF LAS VEGAS

THIS AGREEMENT is made and entered into this _____ day of _____, 2010, by and between the State of Nevada, acting by and through its Housing Division of the Department of Business and Industry ("NHD"), and the City of Las Vegas, a municipal corporation within the State of Nevada.

RECITALS

WHEREAS, NHD has entered into a Grant Agreement with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", for participation in the Home Investment Partnerships Program, hereinafter referred to as the "HOME Program," under 24 CFR Part 92 as amended; and

WHEREAS, NHD, as the Entitlement Grantee for the HOME Program, is responsible for the planning, administration, implementation, and evaluation of the program; and

WHEREAS, NHD desires to assist the City of Las Vegas by providing HOME Program funds to assist with qualified projects under HOME rules, statutes, and regulations.

WHEREAS, NHD desires to assist the City of Las Vegas by providing HOME Program funds to assist with qualified projects under HOME rules, statutes, and regulations.

WHEREAS, pursuant to NRS 277.180 any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform.

NOW, THEREFORE, in consideration of the foregoing premises, be it agreed between NHD and the City of Las Vegas that HOME Funds be conveyed to the City of Las Vegas by NHD, subject to the following conditions and limitations:

I. Scope of Services.

A. NHD has determined that the City of Las Vegas is eligible to receive FY 2010 HOME Program funds in the amount of $414,828.00.

B. NHD will provide the City of Las Vegas, $414,828.00 in HOME Program Funds.

C. The City of Las Vegas agrees that any program costs, unless otherwise specified, exceeding the $414,828.00 in HOME Program funds provided by NHD pursuant to this Agreement, will be the responsibility of the City of Las Vegas. Any ongoing project costs such as maintenance and operations shall be the sole responsibility of the City of Las Vegas.

D. The City of Las Vegas agrees to expend the total allotment on project-specific

activities, to the exclusion of administrative or CHDO operating expenses. The City of Las Vegas agrees that the cost of the administration of projects funded under this allotment will be borne by the City of Las Vegas.

E. Before disbursing HOME funds to any recipient, the City of Las Vegas agrees to enter into a written agreement with qualified recipients requiring compliance with the rules set forth in 24 CFR Part 92.

F. The City of Las Vegas agrees to commit (and expend) no less than $150,000.00 of the agreed upon allotment to Community Housing Development Organization (CHDO) activities, and designate this expenditure as the CHDO set-aside for the State of Nevada.

G. Changes in the Scope of Services as outlined herein must be in accordance with HOME Program regulations, made by written amendment to this Agreement and approved by both parties. Any such changes must not jeopardize HOME Program funding.

II. Division General Conditions. The City of Las Vegas agrees to abide by all conditions fully set forth below.

A. The City of Las Vegas has requested the financial support of NHD that is provided for in this Agreement in order to enable the City of Las Vegas to provide affordable housing assistance. NHD shall have no relationship whatsoever with the services provided, except the provision of financial support, monitoring, and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such services on the part of NHD may be claimed or found to exist, the City of Las Vegas shall be an independent contractor only.

B. The City of Las Vegas shall obtain, or require any subgrantee to obtain, any and all federal, state, and local permits and licenses required to execute any individual Project as described in this Agreement's Scope of Services. The City of Las Vegas further agrees to abide by, and shall require all subgrantees to abide by, all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.

C. The City of Las Vegas shall submit to NHD, draw requests for projects and allow the Division a maximum of seven days to process the draw. The City of Las Vegas will close projects in a timely manner.

D. The City of Las Vegas will provide NHD with client usage records per project on an annual basis during the period of this Agreement. These records will contain, but are not limited to, the following data:

1. Total clients served;

2. Racial breakdown of clients served including Black, White, Hispanic, American Indian/Alaskan and Asian/Pacific Islander;

3. Number and percentage of low- and very low- income clients as defined by HUD HOME Program Income Guidelines;

4. Number of handicapped clients served;

5. Number of senior citizens served;

6. Number of female head-of-households served;

7. Name of each head of household served;

8. Number of persons in each household served; and

9. Rent charged each household served.

E. The City of Las Vegas will not use any portion of the allocated HOME funds for other than HOME qualified projects, as defined in the HOME program regulations (24 CFR 92). Any recipient or subgrantee must meet HOME Program requirements and serve eligible low-income residents.

F. If the qualified projects or activities, or any portion thereof, are converted to non-qualified HOME projects or activities without the prior written approval of NHD, the City of Las Vegas shall, upon the request of NHD, repay to NHD, without interest, the amount of HOME Program funds expended on the non-qualified project. The City of Las Vegas shall require reasonable assurances of security for terms of affordability and repayments in the form of a recorded deed of trust for such property, pursuant to 24 CFR 92.252 and 92.254, and which the City of Las Vegas shall cause to be executed as part of providing applicable assistance. A sale, transfer, or other conveyance of the assisted property is subject to the requirement that the amount of HOME funds previously invested in the property be treated in accordance with 24 CFR Part 92.503.

G. The City of Las Vegas may not assign or delegate any of its rights, interests, or duties under this Agreement without the prior written consent of NHD. Any such assignment or delegation made without the required consent shall be voidable by NHD, and may, at the option of NHD, result in the forfeiture of all financial support provided herein.

H. The City of Las Vegas shall carry, or require any subgrantee to carry, Comprehensive Fire and Hazard insurance covering the full replacement costs of an assisted project.

I. The City of Las Vegas shall allow duly authorized representatives of NHD to conduct such occasional reviews, audits, and on-site monitoring of projects as NHD deems to be appropriate in order to determine:

1. Whether the objectives of the program are being achieved;

2. Whether the program is being conducted in an efficient and effective manner;

3. Whether management control systems and internal procedures have been established to meet the objectives of the program;

4. Whether the financial operations of the program are being conducted properly;

5. Whether the periodic reports to NHD contain accurate and reliable information; and

6. Whether all of the activities of the program are conducted in compliance with the provisions of Federal and State laws and regulations and this Agreement.

Visits by NHD to Projects shall be announced to the City of Las Vegas in advance of those visits and shall occur during normal operating hours. The representatives of NHD may request, and, if such request is made, shall be granted, access to the records of the City of Las Vegas that relate to the program. The representatives of NHD may, from time to time, interview recipients of the housing services of the program who volunteer to be interviewed.

J. At any time during normal business hours, the City of Las Vegas' records with respect to the Program shall be made available for audit, examination, and review by NHD, the Attorney General's Office, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.

K. Subject to NRS Chapter 41and 354, the City of Las Vegas will protect, defend, indemnify, and save and hold harmless NHD from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by the negligence, gross negligence or intentional act of the City of Las Vegas or its agents pursuant to this Agreement.

L. The City of Las Vegas will not use any funds or resources which are supplied by NHD in litigation against any person, natural or otherwise, or in its own defense in any such litigation and also to agree to notify NHD of any legal action which is filed by or against it.

M. This Agreement will commence upon its approval and signature by all parties. Funds allocated by NHD to the City of Las Vegas under this agreement must be committed by the City of Las Vegas to specific Projects in HUD's Integrated Disbursement Information System (IDIS) prior to May 31, 2012 used prior to May 31, 2014.

N. In the event that the City of Las Vegas and/or NHD anticipate the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, NHD reserves the right to extract that portion for other projects/programs operated under NHD's HOME Program.

O. The City of Las Vegas agrees that no officer or employee of the City of Las Vegas may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity that would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

P. The City of Las Vegas agrees that no officer or employee of the City of Las Vegas may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.

Q. The City of Las Vegas agrees that no officer or employee of the City of Las Vegas may participate as an agent of the City of Las Vegas in the negotiation or execution of any contract between the City of Las Vegas and any private business in which he or she has a financial interest.

R. The City of Las Vegas agrees that no officer or employee of the City of Las Vegas may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

S. The City of Las Vegas, and any subgrantee, shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any county ordinance or state or federal statute.

T. The City of Las Vegas, and any subgrantee, shall be bound by all county ordinances and state and federal statutes, conditions, regulations and assurances which are applicable to the entire HOME Program or are required by HUD, NHD, or any combination thereof.

U. Any material breach of this section may in the discretion of NHD, result in forfeiture of all unexpended HOME Program funds received by the City of Las Vegas pursuant to this Agreement, or any part thereof.

III. Federal General Conditions.

A. The City of Las Vegas shall comply with the following laws and directives:

1. The Hatch Act as set forth in Title 5, Chapter 15, of the United States Code.

2. The National Environmental Policy Act of 1969 as set forth in Public Law 91-190 and the implementing regulations in 24 CFR, Parts 51 and 58.

3. Title VIII of the Civil Rights Act of 1968, Public Law 90-284.

4. Section 109 of the Housing and Community Development Act of 1974.

5. Title VI of the Civil Rights Act of 1964, Public Law 88-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2.

6. The Fair Housing Act, as amended.

7. Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations of HUD with respect thereto, including 24 CFR, Part 135.

8. Executive Order 11063, as amended.

9. The Age Discrimination Act of 1975.

10. Section 504 of the Rehabilitation Act of 1973.

11. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto.

12. The Fair Labor Standards Act.

13. Section 202(a) of the Flood Disaster Protection Act of 1973.

14. Sections 302 and 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations in 24 CFR, Part 35.

15. The Davis-Bacon Act, as amended, if applicable, which requires that all laborers and mechanics who are employed to perform work on the Project, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under the Housing and Community Development Act of 1974 shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act. The contractor and its subcontractors shall also comply with all applicable Federal laws and regulations which pertain to labor standards, including the minimum wage law.

16. 45 CFR, Part 76, Subpart F of the Drug-Free Workplace Act of 1988.

17. Section 319 of Public Law 101-121, of the Department of the Interior Appropriations Act, which prohibits the City of Las Vegas from using appropriated Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant, or loan, and requires that no Federal appropriated funds have been paid or will be paid, by or on behalf of the City of Las Vegas, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

18. Title I of the Housing and Community Development Act of 1974, as amended, which requires that the City of Las Vegas shall:

    a. not discriminate against any employee or applicant for employment

on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion; and

b. not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and

c. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

19. Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225.

B. No officer, employee or agent of NHD shall have any interest, direct or indirect, financial or otherwise, in any contract or subcontract or the proceeds thereof, for any of the work to be performed pursuant to the Project during the period of service of such officer, employee or agent, for one year thereafter.

C. None of the personnel employed in the administration of the Program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 Title 5, U.S. Code.

D. None of the HOME Program funds to be paid under this Agreement shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

E. The City of Las Vegas shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 92, which are applicable to HOME Program funds, except that the City of Las Vegas will not assume NHD's environmental responsibilities described in 24 CFR 92.352, nor the intergovernmental review process described in 24 CFR 92.359, but shall assist in the completion of required Environmental Reviews.

F. The City of Las Vegas shall comply with applicable uniform administrative requirements, as described in 24 CFR 92.505.

G. The City of Las Vegas shall maintain records in accordance with 24 CFR 92.508.

H. The City of Las Vegas shall comply with the requirements of Executive Order 11625, 12432, and 12138 that provides for the utilization of minority businesses and women business enterprises in all federally assisted contracts. The City of Las Vegas shall provide NHD, on an annual basis, records and data on Minority Business Enterprise, Women's Business Enterprise, and affirmative marketing efforts. These records shall contain, but are not limited to, the following data:

1. Data on the attempts to reach minority-owned and female-owned businesses when announcing business opportunities;

2. Data on racial/ethnic or gender character of business to whom a contract was awarded and the contract amount; and

3. Data on attempts to affirmatively further fair housing.

NHD, in its discretion, may request such other and further information, as from time to time required to ensure compliance with the mandates of the above listed Executive Orders.

I. Program income shall be treated in accordance with 24 CFR Part 92.503. City of Las Vegas will be allowed to keep any program income received using state HOME funds.

J. Any material breach of the terms of this section may, in the discretion of NHD, result in forfeiture of all HOME Program funds received by the City of Las Vegas pursuant to this Agreement, or any part thereof.

K. Upon the expiration or revocation of this Agreement, the City of Las Vegas shall transfer to NHD any HOME Program funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of HOME Program funds, unless waived in writing by NHD.

L. For each qualified project receiving funds pursuant to this agreement, the City of Las Vegas shall establish a term of affordability. The City of Las Vegas agrees to establish this term of affordability for the qualified projects in accordance with HOME Program regulations, Section 92.252, and Section 92.254, if applicable. A sale, transfer, or other conveyance of the assisted property is subject to the requirement that the amount of HOME funds previously invested in the property be returned to be reinvested in other affordable housing units.

M. The City of Las Vegas agrees to maintain, and shall require subgrantees to maintain, the qualified Projects funded pursuant to this agreement in accordance with Housing Quality Standards established by HUD for the Section 8 Program, and, if applicable, local housing code requirements for the duration of this Agreement.

N. The City of Las Vegas agrees, and shall require subgrantees to agree, to undertake an affirmative marketing program in conformance with 24 CFR 92.351(b) and Chapter 3 of the HUD Handbook 7360.01 (Rental Rehabilitation Program) and as described in the State of Nevada Program Description.

O. The City of Las Vegas agrees that the duration of this Agreement is the longest Period of Affordability used in any project receiving funds pursuant to this agreement, commencing from the initial date of payment of HOME funds, pursuant to 24 CFR 92.252 or 24 CFR 92.254.

P. The City of Las Vegas agrees that, for the duration of this Agreement or the Period of Affordability applicable to the project receiving funds pursuant to this agreement, whichever is longer, each project or activity will be operated in compliance with Home Program requirements, specifically those contained in 24 CFR 92.250-92.258, Subpart F.

Q. In conjunction with the acquisition and/or rehabilitation of any qualified project, the

City of Las Vegas agrees, and shall require any subgrantee to agree, to minimize displacement or dislocation of current tenants by honoring all leases in force at the time this Agreement is executed, by referring eligible dislocated tenants to the local Housing Authority for assistance, and by assisting with their relocation per 24 CFR 92.353.

R. Should any tenants be displaced as a result of acquisition or rehabilitation of any qualified project, the City of Las Vegas agrees to assume, or delegate to any subgrantee, the sole financial responsibility for any liability associated with 49 CFR Part 24.

S. All leases with tenants living in HOME-assisted units shall be made for not less than one year, unless a shorter term is mutually agreed upon between the City of Las Vegas and tenant. All such leases must comply with the requirements set forth in 24 CFR 92.253.

T. The City of Las Vegas agrees, and shall require subgrantee to agree, to use qualified housing inspectors to perform an initial housing quality inspection of any qualified project prior to occupancy by HOME Program tenants, or with the replacement of a tenant, or after making any Code corrections, with the housing quality inspection to be performed annually, when applicable.

U. The City of Las Vegas agrees, and shall require any subgrantee, to re-certify project tenant's, if applicable, HOME Program eligibility at least annually as required by HUD regulations.

V. The City of Las Vegas agrees, and shall require any subgrantee, to agree, that maximum rents charged shall not exceed those calculated by HUD per HOME Program regulations, and that the City of Las Vegas will supply tenants with written notice at least 45 days before implementing any rent increase.

IV. Financial Management.

A. The City of Las Vegas agrees, and shall require any subgrantee to agree, to comply with the requirements of the United States Office of Management and Budget (OMB) Circular No. A-110 "Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" and its relevant attachments "A" through "O" excepting Section F.2(H) of OMB Circular A-110 which has been superseded by OMB Circular A-133; and Circular A-122, entitled "Cost Principles for Non-Profit Organizations."

B. The City of Las Vegas agrees, and shall require any subgrantee to agree, that all costs of any project receiving funds pursuant to this agreement, shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the project shall be thoroughly identified and readily accessible to NHD.

C. The City of Las Vegas agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the project will be provided upon request to NHD.

D. The City of Las Vegas agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before the City requests HOME funds. As required by 92.504(c)(1)(vii).

E. The City of Las Vegas shall comply with the Single Audit Act and Circular A-133 and shall provide NHD with a copy of the complete audit report.

V. Modification or Revocation of Agreement.

A. NHD and the City of Las Vegas will amend or otherwise revise this Agreement should such modification be required by HUD or any applicable Federal statutes or regulations.

B. In the event that any of the HOME Program funds for any reason are terminated or withheld from NHD or otherwise not forthcoming, NHD may revoke this Agreement.

C. In accordance with 24 CFR 85.43, NHD may suspend or terminate this agreement if the City of Las Vegas fails to comply with any of its terms.

D. This agreement may be terminated at the convenience of NHD in accordance with 24 CFR 85.44.

E. This Agreement constitutes the entire Agreement between the parties and may only be modified by a written amendment signed by the parties, or as otherwise set forth in the terms of the Agreement.

Remainder of page intentionally left blank

VI. Certification. The City of Las Vegas certifies that it will not contract services of any debarred, suspended or ineligible contractors or allow any of its members to contract services of any debarred, suspended or ineligible contractors.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby, this _____ day of _____, 2010.

CITY OF LAS VEGAS

_____

Oscar B. Goodman Date
Mayor

State of Nevada)
) ss
County of Clark)

On this _____ day of _____, 2010, before me, a Notary Public, personally appeared Oscar B. Goodman, who did say that he is the Mayor of the City of Las Vegas named in the foregoing instrument, and acknowledged that he executed the same.

_____

Notary Public

ATTEST:

_____

Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM ONLY

Robert S. Sylvain 7-13-10

Robert S. Sylvain, Date
Deputy City Attorney

NEVADA HOUSING DIVISION

_____

Charles L. Horsey, III Date
Administrator

State of Nevada)
) ss
County of Clark)

On this _____ day of _____, 2010, before me, a Notary Public, personally appeared Charles L. Horsey, III, who did say that he is the Administrator of the Nevada Housing Division, named in the foregoing instrument, and acknowledged that he executed the same.

_____

Notary Public

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Memorandum of Understanding between WestCare Inc., cities of Las Vegas, North Las Vegas, Henderson, Boulder City and Clark County and Southern Nevada Hospitals relating to the provision of funds for the Community Triage Center (CTC) located at 930 North 4th Street and the City of Las Vegas' contribution of $229,727.98 - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $229,727.98
Funding Source: General Fund
Dept./Division: City Manager's Office

PURPOSE/BACKGROUND:
In 2004, the Southern Nevada Regional Planning Coalition (SNRPC) recognized a report that a significant number of chronic inebriated and mentally ill persons were being held in emergency rooms for long periods of time due to an insufficient availability of mental health beds and other alternative detoxification facilities. In 2005, the SNRPC agreed to create a centrally located Community Triage Center (CTC) for those mentally ill persons and chronic inebriates who are not in need of emergency room care. WestCare agreed to operate the CTC through their facility. For the past five (5) years, this center has been funded by the State of Nevada, local governments and area hospitals.

RECOMMENDATION:
Staff recommends approval of Memorandum of Understanding and authorizes the Mayor to execute any and all agreements upon approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Memorandum of Understanding Among Westcare Nevada Inc., Local Governments within Clark County and Southern Nevada Hospitals Relating To The Provision of Funds For The Community Triage Center
3. WestCare Community Triage Center (CTC) – FY 2010-11 Interlocal Budget

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: August 4, 2010
DEPARTMENT: NEIGHBORHOOD SERVICES
ITEM DESCRIPTION: Approval of a Memorandum of Understanding between WestCare Inc., cities of Las Vegas, North Las Vegas, Henderson, Boulder City and Clark County and Southern Nevada Hospitals relating to the provision of funds for the Community Triage Center (CTC) located at 930 North 4th Street and the city of Las Vegas' contribution of $229,727.98 - Ward 5 (Barlow)

- This is an agreement that has been funded since 2005. This year the budget has been reduced by 10% resulting in a total budget of $2,347,016.11 with a CLV contribution of $229,727.98.
- Agency Hospitals will collectively contribute $665,055.52 annually to the Community Triage Center.
- Local Government Agencies will collectively contribute $655,055.04 to the Community Triage Center.
- The State of Nevada SAPTA Grant will contribute $1,036,905.55 to the Community Triage Center.
- The Community Triage Center (CTC) is a program of WestCare Nevada, Inc., a 501 (c) (3), tax-exempt organization with over 33 years of experience providing services in Southern Nevada. The facilities are open 24 hours, 365 days a year.
- The goal of the CTC is to help relieve local healthcare, social service and law enforcement systems burdened by an overwhelming number of people suffering from mental health and substance abuse disorders.
- The CTC provides an access point for people in crisis that can be used by individuals, hospitals and law enforcement agencies.
- The CTC staff triage the individual's medical condition, mental status, substance abuse and social service needs. They assess individuals to insure that they are appropriate to receive services at the CTC. Individuals with continuing medical problems or in need of further services, medications, prescriptions and referrals are given.
- The majority of CTC clients come directly from the community. Police and emergency service personnel divert individuals away from hospitals to the CTC after a brief field assessment. Additional admissions come from individuals who initially sought care in emergency rooms, but voluntarily came to the CTC. No individuals are refused due to an inability to pay for services.
- WestCare has a dedicated transportation department. A minimum of two vehicles, each with a driver and EMT, is available 24 hours, seven days a week. This department transports individuals in crisis to the CTC and other WestCare facilities, thereby reducing the demand on the police and emergency medical system for transportation services.
- Over 6,000 persons have been diverted from the hospitals, jails, and street since July 2006.

MEMORANDUM OF UNDERSTANDING AMONG WESTCARE NEVADA INC., LOCAL GOVERNMENTS WITHIN CLARK COUNTY, AND SOUTHERN NEVADA HOSPITALS RELATING TO THE PROVISION OF FUNDS FOR THE COMMUNITY TRIAGE CENTER

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into as of July 1, 2010, by and among WestCare Nevada, Inc., a Nevada non-profit corporation ("WestCare"), Boulder City Hospital, Desert Springs Hospital, Sunrise Mountain View Hospital, Inc., a Nevada corporation ("Mountain View Hospital"), Catholic Healthcare West, a California nonprofit public benefit corporation d/b/a St. Rose Dominican Hospitals, Southern Hills Medical Center, LLC, a Nevada limited liability company ("Southern Hills Hospital"), Spring Valley Hospital, Summerlin Hospital, Sunrise Hospital and Medical Center, LLC, a Nevada limited liability company ("Sunrise Hospital"), University Medical Center, Valley Hospital and North Vista Hospital (together referred to as the "hospital parties"), and Clark County, City of Las Vegas, City of Henderson, City of North Las Vegas, and Boulder City (together referred to as the "Local Governments"), to provide funds for the Community Triage Center, also known as the Crisis Triage Center, operated by WestCare at 930 North 4th Street, Las Vegas, Nevada 89101.

WITNESSETH:

WHEREAS, the Southern Nevada Regional Planning Coalition recommended certain strategies which are contained in a report issued by the Southern Nevada Mental Health Coalition and the Chronic Public Inebriate Task Force (the "Report"), to help resolve problems associated with emergency room and detention center overcrowding by mentally ill persons and chronic inebriates; and

WHEREAS, the Report determined that a major contributing factor to the overcrowding problem is that a significant number of chronic inebriates and mentally ill persons are being held in emergency rooms for long periods of time is due to insufficient availability of mental health beds and other alternative detoxification facilities; and

WHEREAS, the Southern Nevada Regional Planning Coalition recommended the creation in the community a centrally located drop-off triage center for those mentally ill persons and chronic inebriates who are not in need of emergency room care, which would be funded by state and local governments, with contributions also made by area hospitals; and

WHEREAS, WestCare submitted a proposal to the Southern Nevada Regional Planning Coalition to establish the Community Triage Center and a related transportation system to help relieve overcrowding of local emergency rooms and detention centers by diverting individuals with substance abuse and/or mental health problems for more suitable treatment; and

WHEREAS, the parties to this MOU each hereby agree that a centrally located drop-off triage center for those mentally ill persons and chronic inebriates who are not in need of emergency room care would be a substantial benefit to the inhabitants of the Southern Nevada region, and that the Community Triage Center established by WestCare is willing to provide such a service; and

WHEREAS, the Local Governments and the hospital parties in conjunction with the State of Nevada have committed to providing certain funds to the Community Triage Center according to the terms and conditions of this MOU to help address the immediate public health crisis and alleviate some of the overcrowding of the hospital parties' emergency rooms; and

WHEREAS, in accordance with the terms and conditions set forth in this MOU, the parties agree to contribute the amounts designated herein to be used and applied solely as their respective contributions toward the estimated operating budget costs for the Community Triage Center and related transportation system operated by WestCare ("WestCare Budget"), for the period beginning July 1, 2010, and ending June 30, 2011, subject to earlier termination as provided herein ("Term").

NOW, THEREFORE, it is agreed by WestCare, the hospital parties and the Local Governments as follows:

1. DEFINITIONS

The following definitions apply to this Agreement.

A. "Commencement Date" means July 1, 2010, or the date thereafter that this MOU becomes effective by execution by all the parties hereto.

B. "MOU" means this Memorandum of Understanding, consisting of 8 pages, and all exhibits and/or attachments, hereto.

C. "WestCare" means WestCare Nevada, Inc.

2. FUNDING OF THE COMMUNITY TRIAGE CENTER

A. At the request of local governments and hospitals, WestCare has reduced the budget for operations. The amounts listed below reflect an additional ten percent (10%) reduction. The funds to be provided by the hospital parties under this MOU for their Monthly share toward the WestCare Budget during the Term shall be as follows:

Boulder City Hospital --	$ 147.73 per month
Centennial Hills Hospital--	$ 1,329.61 per month
Desert Springs Hospital --	$ 2,068.29 per month
Mountain View Hospital --	$ 2,216.02 per month
St. Rose Dominican Hospital- Rose deLima campus --	$ 1,698.95 per month
St. Rose Dominican Hospital- Siena campus --	$ 1,181.88per month
St. Rose Dominican Hospital- San Martin--	$ 886.41 per month
Southern Hills Hospital --	$ 1,034.14 per month
Spring Valley Hospital	$ 3,102.43 per month
Summerlin Hospital --	$ 1,255.74 per month
Sunrise Hospital --	$ 7,829.94per month
University Medical Center --	$19,057.77 per month
Valley Hospital --	$ 7,017.40 per month
North Vista Hospital --	$ 5,761.65 per month

B. The funds to be provided by the Local Governments under this MOU for their monthly share toward the WestCare Budget shall be as follows:

Clark County --	$28,325.69 per month
City of Las Vegas --	$19,143.99 per month
City of Henderson --	$ 1,331.95 per month
City of North Las Vegas --	$ 5,502.44 per month
Boulder City --	$ 283.85 per month

C. For the Term of this MOU, each of the parties agrees to pay its monthly cost as indicated in paragraphs A and B of this Section 2, except that the allocation (but not the total amount) of the per month costs among the hospital parties may be revised one time during the Term of this MOU based upon an analysis of the first six (6) months use of the Community Triage Center by each hospital party. Such analysis and possible revision of the allocation of the total per month hospital costs one time during the Term of this MOU must be requested in writing by a number of hospitals that contribute in the aggregate of at least 75% of the total contributions from the hospital parties, and the request must be received no later than February 1, 2011 by the Southern Nevada Regional Planning Coalition. Such analysis will be conducted by a representative from the Southern Nevada Regional Planning Coalition and the results will be submitted to all parties no later than March 1, 2011. No revision shall be effective unless approved in writing by all hospital parties. Each of the parties agree, to pay its share of the monthly costs as set forth in this MOU simultaneously with the execution of this MOU in a lump sum in an amount equal to the total monthly costs for each of the calendar months occurring after June 30, 2010 and prior to the execution of this MOU, and for each of the calendar months occurring on or after the execution of this MOU, pay on or before the 10th day of each calendar month.

D. The funds to be provided by the hospital parties under this MOU shall be contingent upon WestCare receiving the funds to be provided by the Local Governments under this MOU, and WestCare receiving funding for the remaining balance of the WestCare Budget for WestCare's fiscal year ending June 30, 2011, from state SAPTA grants as well as those monies provided from the 2009 Legislative session or other sources in the amount of $1,036,905.55 ("State Portion"). In the event that WestCare fails to secure the State Portion from sources other than the parties to this MOU by January 1, 2011, then this MOU shall automatically terminate on January 15, 2011, with none of the hospital parties, Local Governments or WestCare having any further obligations or responsibilities hereunder (except as otherwise provided in this MOU), and this MOU shall be cancelled, deemed null and void and of no further effect as of January 15, 2011. If WestCare procures the State Portion, it shall provide evidence of such funding to all parties to this MOU by January 15, 2011.

E. Each of the hospital parties and the Local Governments shall make its monthly cost payment directly to WestCare, who shall provide written receipt of such payments to the contributing party at 930 North 4th Street, Las Vegas, Nevada 89101.

3. SCOPE OF SERVICES TO BE PROVIDED BY WESTCARE

A. WestCare will operate the Community Triage Center at 930 North 4th Street, Las Vegas, Nevada, and provide inpatient mental health, substance abuse, and detoxification services to adults and youths who are homeless and/or chronic inebriates, as well as such services as otherwise set forth in this MOU (the "Services"). Any hospital party to this MOU may refer a client to the

Community Triage Center and WestCare will provide transportation services for such client from said hospital party at no additional cost to such hospital party.

B. In operating this facility, WestCare agrees that at all times during the Term it will:

1. Triage all patients to assess their needs through mental health and substance abuse assessments performed by licensed professionals.

2. Provide all Services on either a residential or outpatient setting based on the needs of the patient.

3. Provide: (i) social model and medically supported detoxification services, (ii) adult psychiatric evaluations by board certified psychiatrists and administer a limited supply of psychiatric medications, and (iii) case management services to assist patients with follow-up and long term medical, psychiatric and substance abuse treatment.

4. Employ management, staff and volunteers with sufficient technical knowledge, skill and expertise necessary to provide the Services.

5. Be available for consultation regarding patient management and referral of patient services with all hospital parties to this MOU during normal working hours and at such other reasonable times as to not conflict with WestCare's other responsibilities.

6. Submit monthly status reports to the parties of this MOU, which shall be due on the 25th of each month following the month for which the report is prepared, with the first report due October 25, 2010. These reports shall cover the activities of the Community Triage Center, including, but not limited to, (i) the number of persons being brought directly to WestCare via EMS, (ii) the number of persons brought to WestCare who were under the influence of drugs or alcohol in a public or private place, (iii) the number of persons who are referred to WestCare from hospitals with separate totals for each hospital, (iv) the number of persons who are referred to WestCare from detention centers and/or are police drop-offs, and (v) the number of persons referred to WestCare from locations other than hospitals, detention centers or are police drop-offs, and the source of those referrals. In addition, the report shall contain the total number of mental health and substance abuse patients seen at the Community Triage Center, including both youths and adults, and the categories of treatment provided. In addition, the report shall contain the costs to WestCare of serving these patients on an itemized basis and a comparison of such costs to the WestCare Budget.

7. Maintain complete and accurate financial records pertaining to all matters relative to this MOU in accordance with generally accepted standard accounting principles and procedures, and retain all such records and supporting documentation applicable to this MOU for a period of five (5) years after termination of this MOU. Furthermore, all such records relating to any analysis or audit performed relative to this MOU or the WestCare Budget shall be retained for five (5) years after such analysis or audit has been performed and any findings have been resolved. In the event that WestCare no longer operates in Nevada, it shall be required to deliver a copy of all of its records relating to this MOU to be retained by Clark County for the required period of time. All parties to this MOU, at their own cost, shall be provided reasonable access to such records for purposes related to the MOU.

8. Maintain all federal, state, and local licenses and registrations applicable to WestCare for the services to be performed at the Community Triage Center and assure that all such services are performed in compliance with all applicable laws, rules and regulations.

9. Maintain appropriate automobile, general liability, casualty, professional liability, workers compensation and other insurance in types and amounts customary for the type of services performed under this MOU, (but in no event less than $1,000,000 per occurrence and $3,000,000 annual aggregate with respect to each of the general and professional liability insurance policies), from insurance companies licensed in Nevada. WestCare shall provide evidence of such coverage to each party prior to the execution of this MOU.

10. Provide timely transportation to the Community Triage Center upon the request of any hospital party for any patient at no additional cost to the hospital party 24 hours a day, 7 days a week.

4. TERM OF MOU

This MOU shall commence as of the Commencement Date and shall be effective until June 30, 2011 ("Expiration Date"), unless sooner terminated as expressly provided in this MOU. The parties to this MOU may at their sole option renew this MOU for an additional 1-year period. Throughout the term of this MOU including any renewal elected by the parties, WestCare agrees to provide the services as required by this MOU within the scope of the MOU.

5. RIGHT TO CONDUCT ANALYSIS AND INSPECT

Clark County shall provide oversight on behalf of the Southern Nevada Regional Planning Coalition for analyzing and inspecting the services of WestCare in the operation of the Community Triage Center and shall provide all reports to the other contributing government entities. However, the hospital parties to this MOU retain the right to review and inspect the Services of WestCare in the operation of the Community Triage Center, including, but not limited to, inspection of West Care's books and records as they pertain to this MOU.

6. TERMINATION

A. This MOU may be terminated by WestCare with respect to a particular hospital party in the event of a failure of such hospital party to make its contribution hereunder after giving such hospital party written notice of default and a period of 10 calendar days to cure such default by making its contribution. If a hospital party defaults in its obligations hereunder, and fails to cure such default, the MOU may be terminated as to the defaulting hospital party only. This MOU shall not be terminated in its entirety for a default of one hospital party except by mutual agreement of all remaining hospital parties. If this MOU is terminated as to any hospital party for default of such hospital party, the defaulting hospital party will pay WestCare that portion of the monthly cost due from such hospital party which has been earned as of the effective date of termination, which shall be WestCare's sole and exclusive remedy for such termination.

B. This MOU may be terminated by any hospital party with respect to such hospital party in the event of a failure of WestCare to perform its obligations hereunder after giving WestCare:

1. Not less than 10 calendar days written notice of its failure to meet an obligation hereunder and providing a copy to all other parties; and

2. An opportunity to remedy that failure within 10 calendar days, or if the breach cannot reasonably be cured within that 10 calendar day period, to commence remedying the breach during that period and cure such breach in no more than 30 calendar days.

If WestCare defaults in its obligations to one hospital party hereunder, and fails to cure such default, the MOU may be terminated as to that hospital party only. This MOU shall not be terminated in its entirety for a default by WestCare except by mutual agreement of all remaining hospital parties. If this MOU is terminated by any hospital party for default of WestCare and failure to cure within the time frames set forth above, the terminating hospital party will pay WestCare that portion of the monthly cost due from such hospital party which has been earned as of the effective date of termination, no further payments will be made by the hospital party and such hospital party shall have no further obligations hereunder.

C. This MOU may be terminated by WestCare with respect to all hospitals in the event a number of hospitals that contribute in the aggregate 50% or more of the total contributions from the hospital parties fail to make their contributions in anyone month by providing all hospital parties and Local Governments not less than 10 calendar days written notice of such failure to meet an obligation hereunder and an opportunity to remedy that failure within 10 calendar days. In such case, the defaulting hospital parties will pay WestCare that portion of the monthly cost due from such hospital parties which has been earned as of the effective date of termination, which shall be WestCare's sole and exclusive remedy for such termination.

D. No party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of WestCare's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within WestCare's control.

E. No party or any of its respective principals, officers, employees or agents shall have any liability to any other party for termination of this MOU under this Section 6 and termination of this MOU shall be each party's sole and exclusive remedy under this MOU, other than any rights of contribution one party may have against another under Nevada law or WestCare's right to any unpaid monthly costs from the hospital parties to the extent set forth in Sections 6(A), 6(B) and 6(C).

7. MODIFICATION /AMENDMENT

Except as otherwise provided in section 2, paragraph C, this MOU shall not be modified or amended except by the express written agreement of WestCare, the hospital parties and the Local Governments, signed by a duly authorized representative of each party. Any other attempt to modify or amend this MOU shall be null and void and may not be relied upon by any party.

8. EACH PARTY TO BEAR RESPONSIBILITY FOR OWN ACTIONS

Each party to this MOU shall be responsible for the acts and omissions of that party, its officers, directors, employees, contractors and agents.

9. OTHER PARTY INTEREST

This MOU is entered into for the exclusive benefits of the parties hereto and is not intended to benefit any individual or entity not expressly named a party herein.

10. INDEPENDENT ENTITIES

WestCare, the hospital parties and the Local Governments are all independent entities and nothing contained in this MOU shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties among them, contracting with each other solely for the purpose of carrying out the provisions of this MOU on a several basis. Each of the hospital parties and Local Governments enter into this MOU severally only, and shall not be obligated under this MOU jointly, jointly and severally or other than as separate and independent parties.

11. ENTIRE MOU

This executed MOU contains the entire agreement among the parties hereto relating to rights granted and obligations assumed by the parties herein. Any prior agreement, contract, promises, negotiations, or representation, either oral or written, relating to the subject matter for this MOU not expressly set forth in this MOU is superseded by this MOU and of no further force or effect.

12. EXECUTION IN COUNTERPARTS

This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute an agreement. To facilitate the execution of this MOU, the parties may execute and exchange by facsimile counterparts of the signature pages.

IN WITNESS WHEREOF, WestCare, the Local Governments and the hospital parties hereto have caused this MOU to be executed by their duly authorized representatives.

PASSED, ADOPTED AND APPROVED this _____day of _____, 2010.

WESTCARE NEVADA, INC.

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____day of _____, 2010.

BOULDER CITY HOSPTIAL

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2010.

CENTENNIAL HILLS HOSPITAL

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2010.

DESERT SPRINGS HOSPITAL

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____day of _____, 2010.

MOUNTAIN VIEW HOSPTIAL

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2010.

ST. ROSE DOMINICAN HOSPITAL
ROSE deLIMA CAMPUS

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2010.

ST. ROSE DOMINICAN HOSPITAL
SIENA CAMPUS

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____day of _____, 2010.

ST. ROSE DOMINICAN HOSPITAL
SAN MARTIN

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____day of _____, 2010.

SOUTHERN HILLS HOSPITAL

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____day of _____, 2010.

SPRING VALLEY HOSPITAL

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____day of _____, 2010.

SUMMERLIN HOSPITAL

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____day of _____, 2010.

SUNRISE HOSPITAL

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____day of _____, 2010.

UNIVERSITY MEDICAL CENTER

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2010.

VALLEY HOSPITAL

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2010.

NORTH VISTA HOSPITAL

BY: _____

ITS: _____

DATE: _____

ATTEST:

BY: _____

PASSED, ADOPTED AND APPROVED this _____day of _____, 2010.

BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, NEVADA

BY: _____
RORY REID, CHAIR

ATTEST:

BY: _____
DIANA ALBA, CLARK COUNTY CLERK

APPROVED AS TO FORM:

BY: _____
DAVID ROGER, DISTRICT ATTORNEY

PASSED, ADOPTED AND APPROVED this _____day of _____, 2010.

CITY OF LAS VEGAS

BY: _____
OSCAR B. GOODMAN, MAYOR

ATTEST:

BY: _____
BEVERLY K. BRIDGES, MMC, CITY CLERK

APPROVED AS TO FORM:

BY: T. Ponticello 7/22/10
TERI PONTICELLO, DEPUTY CITY ATTORNEY

PASSED, ADOPTED AND APPROVED this _____day of _____, 2010.

CITY OF HENDERSON

BY: _____
ANDY A. HAFEN, MAYOR

ATTEST:

BY: _____
SABRINA MERCADANTE, CMC, ACTING CITY CLERK

APPROVED AS TO FORM:

BY: _____
ELIZABETH MACIAS QUILLIN, CITY ATTORNEY

PASSED, ADOPTED AND APPROVED this _____day of _____, 2010.

CITY OF NORTH LAS VEGAS

BY: _____
SHARI L. BUCK, MAYOR

ATTEST:

BY: _____
KAREN L. STORMS, CMC, CITY CLERK

APPROVED AS TO FORM:

BY : _____
NICHOLAS G. VASKOV, ACTING CITY ATTORNEY

PASSED, ADOPTED AND APPROVED this _____day of _____, 2010.

CITY OF BOULDER CITY

BY: _____
ROGER TOBLER, MAYOR

ATTEST:

BY: _____
LORENE KRUMM, CITY CLERK

APPROVED AS TO FORM:

BY: _____
DAVE OLSEN, CITY ATTORNEY

WestCare Community Triage Center (CTC) – FY 2010/11 Interlocal Budget

Agency	Monthly Cost	Annual Cost	
HOSPITALS			
Boulder City Hospital	$147.73	$1,772.76	
Centennial Hills Hospital	$1,329.61	$15,955.32	
Desert Springs Hospital	$2,068.29	$24,819.48	
Mountain View Hospital	$2,216.02	$26,592.24	
St. Rose Dominican Hospital - Rose deLima campus	$1,698.95	$20,387.40	
St. Rose Dominican Hospital – Siena Campus	$1,181.88	$14,182.56	
St. Rose Dominican Hospital – San Martin	$886.41	$10,636.92	
Southern Hills Hospital	$1,034.14	$12,409.68	
Spring Valley Hospital	$3,102.43	$37,229.16	
Summerlin Hospital	$1,225.74	$15,068.88	
Sunrise Hospital	$7,829.94	$93,959.28	
University Medical Center	$19,057.77	$228,693.24	
Valley Hospital	$7,017.40	$84,208.80	
North Vista Hospital	$5,761.65	$$69,139.80	
		$655,055.52	
LOCAL GOVERNMENT			
Clark County	$28,325.69	$339,908.28	
City of Las Vegas	$19,143.99	$229,727.88	
City of North Las Vegas	$1,331.95	$15,983.40	
City of Henderson	$5,502.44	$66,029.28	
Boulder City	$283.85	$3,406.20	
		$655,055.04	
STATE			
SAPTA Grant		**$1,036,905.55**	
GRAND TOTAL		**$2,347,016.11**	

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an encroachment request from Martin & Martin Civil Engineers on behalf of St. Joseph's Catholic Church, owner (Ogden Avenue and 8th Street) - Ward 5 (Barlow)

Fiscal Impact

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

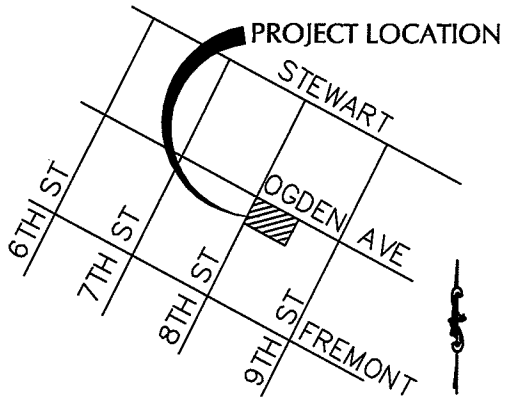
Amount:
Funding Source:
Dept. /Division:

PURPOSE/BACKGROUND:
This request is for landscaping for St. Joseph's Catholic Church of approximately 4 feet wide and 131 feet long amenity zone adjacent to the sidewalk along Ogden Avenue, and on Eighth Street approximately 4 feet wide and 7 feet long amenity zone on each side of the driveway entrance consisting of trees, shrubs, ground cover and an irrigation system.

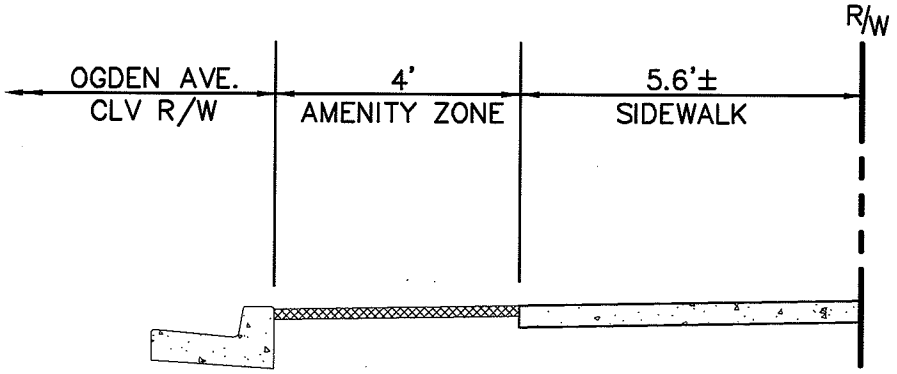
RECOMMENDATION:
Approval. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

BACKUP DOCUMENTATION:
Encroachment Exhibit "A" St. Josephs Church Parking Lot

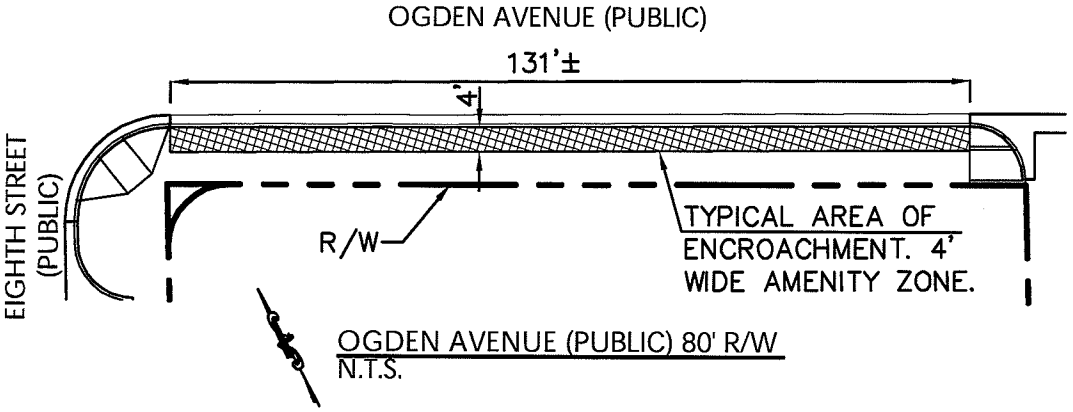
EXHIBIT "A"



VICINITY MAP
N.T.S.



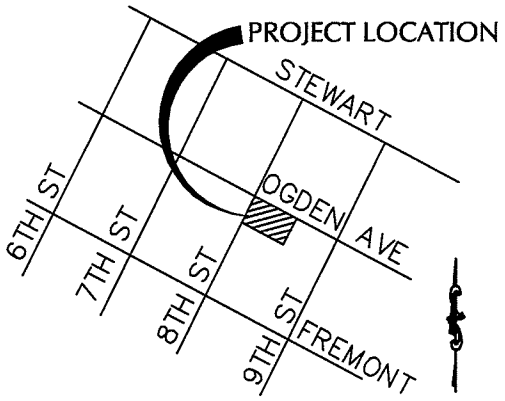
OGDEN AVENUE SECTION
N.T.S.



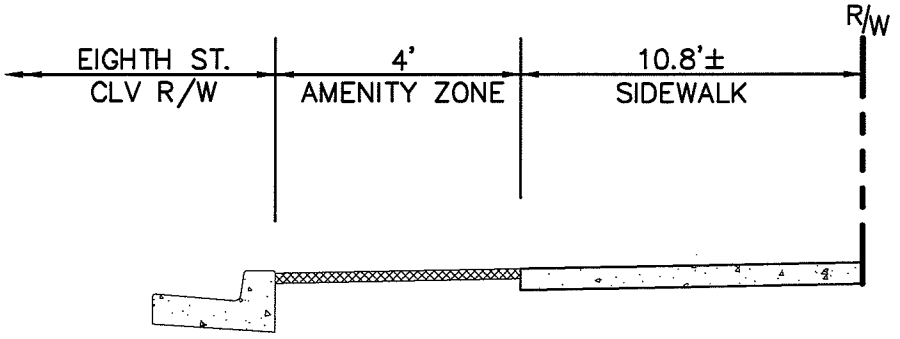
OGDEN AVENUE (PUBLIC) 80' R/W
N.T.S.

ST. JOSEPH'S CATHOLIC CHURCH
PARKING LOT
ENCROACHMENT EXHIBIT

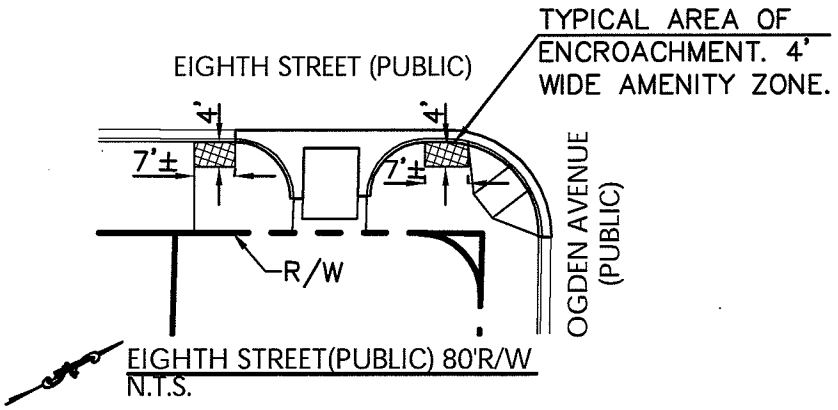
EXHIBIT "A"



VICINITY MAP
N.T.S.



EIGHTH STREET SECTION
N.T.S.



EIGHTH STREET(PUBLIC) 80'R/W
N.T.S.

ST. JOSEPH'S CATHOLIC CHURCH
PARKING LOT
ENCROACHMENT EXHIBIT

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an encroachment request from Hamilton Civil Engineers on behalf of CDF Property Holdings, LLC, owner (Azure Drive and Ranch House Road) - Ward 6 (Ross)

Fiscal Impact

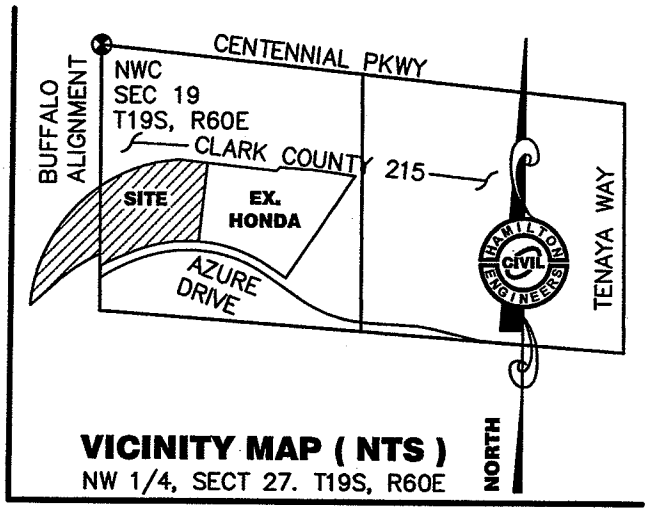
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This request is for landscaping for Findlay North Volkswagen of approximately 4 feet wide and 434 feet long located on the north side of Azure Drive consisting of trees, shrubs, ground cover and an irrigation system to comply with the Town Center landscaping requirements.

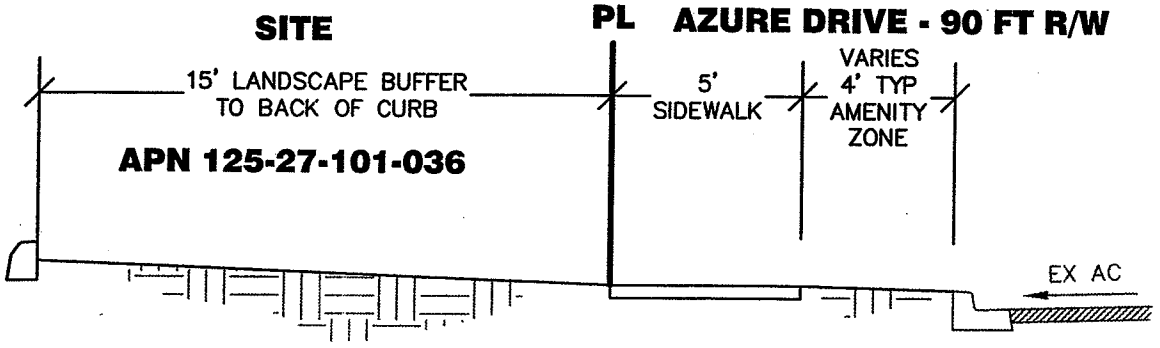
RECOMMENDATION:
Approval. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

BACKUP DOCUMENTATION:
Findlay North Volkswagen Encroachment Exhibit

FINDLAY NORTH VOLKSWAGEN
ENCROACHMENT EXHIBIT

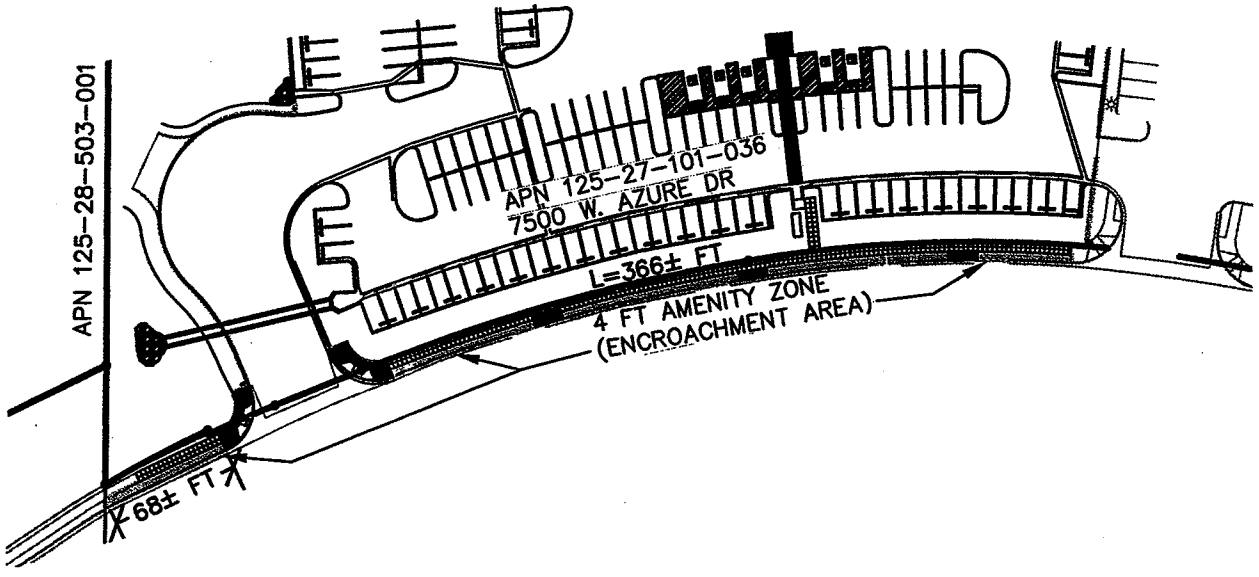


VICINITY MAP (NTS)
NW 1/4, SECT 27. T19S, R60E



4 FT AMENITY ZONE (ENCROACHMENT AREA) AZURE DRIVE

NOT TO SCALE



City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Report and possible action regarding the implementation of the Sustainable Energy Strategy and Green Building Program - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
Staff will provide a required annual report on the status of the implementation of the City of Las Vegas Sustainable Energy Strategy (R-50-2008) and Green Building Program (R-81-2006), as well as discuss the use of American Recovery and Reinvestment Act funds to achieve program goals.

RECOMMENDATION:
Accept report and direct staff accordingly

BACKUP DOCUMENTATION:
1. 2010 Sustainable Energy Strategy Program Report
2. Sustainable Energy Strategy Program PowerPoint Presentation

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Report and possible action for providing citizens mobile access for the submission of service requests, complaints and inquiries for action by City of Las Vegas departments - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas has developed a free mobile website that will allow anyone to easily report a problem to the appropriate City department, using any mobile device capable of browser-based access to the Internet, including cellular phones, smartphones and personal digital assistants. For issues located outside the City of Las Vegas, the user will automatically be directed to the responsible jurisdiction. This solution is very efficient as it enables staff to respond more quickly to reported issues. Over time, the mobile site can be expanded to include other city services like payments and transactions.

RECOMMENDATION:
Approval and authorization for the Department of Information Technologies to move forward with the mobile website technology

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Report by David Byerman, Chief Government Liaison for the Nevada U.S. Census Bureau, regarding the Census 2010 efforts within the City of Las Vegas, Clark County and the State of Nevada - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
David Byerman, Chief Government Liaison for Nevada, U.S. Census Bureau, will provide a short presentation concerning the efforts from Census 2010 for the City of Las Vegas, Clark County and the State of Nevada. The discussion will include outreach coordination efforts, mail-in participation rates, non-response canvassing and follow-up efforts.

RECOMMENDATION:
Accept report as provided

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

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

SUBJECT:
Discussion and possible action regarding the consolidation/reorganization report required in Assembly Bill 494, which was passed during the 2009 Session of the Nevada Legislature - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
During the 2009 Legislature, Assembly Bill 494 (AB 494) was passed which requires the Board of County Commissioners of Clark County, the Board of County Commissioners of Washoe County and the governing body of each city in those counties, to submit a report to the 76th Session of the Nevada Legislature concerning the consolidation or reorganization of certain functions performed by those local governments.

RECOMMENDATION:
It is recommended that the City Council discuss the requirements of AB 494 and direct staff accordingly

BACKUP DOCUMENTATION:
Assembly Bill 494

Assembly Bill No. 494–Committee on Government Affairs

CHAPTER.....

AN ACT relating to governmental administration; requiring certain local governmental entities to submit a report to the 76th Session of the Legislature concerning the consolidation or reorganization of certain functions; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

This bill requires the Board of County Commissioners of Clark County, the Board of County Commissioners of Washoe County and the governing body of each city in those counties to submit a report to the 76th Session of the Nevada Legislature concerning the consolidation or reorganization of certain functions performed by those local governments.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. On or before September 1, 2010, the Board of County Commissioners of Clark County, the Board of County Commissioners of Washoe County and the governing body of each city in those counties shall each submit a report to the Director of the Legislative Counsel Bureau for transmission to the 76th Session of the Nevada Legislature that, with respect to the functions of public safety, public works and general government performed by those entities:

1. Identifies the aspects of those functions that are currently consolidated in whole or in part.
2. Identifies the aspects of those functions that have been or are being considered for consolidation or reorganization.
3. Identifies the aspects of those functions that are not consolidated and whether those aspects may be appropriate for consolidation or reorganization in the future.
4. Analyzes and makes recommendations regarding the consolidation or reorganization of one or more aspects of those functions.
5. Provides estimates of the costs of consolidation or reorganization of one or more aspects of those functions and a projection of any long-term cost savings, to the extent feasible.
6. Analyzes the benefits of the creation of a permanent committee of affected entities that would meet periodically to discuss and coordinate future efforts at consolidation or reorganization of those functions.

Sec. 2. This act becomes effective on July 1, 2009.

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City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: MARK R. VINCENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding an Appeal of Work Card Denial for Brandon Dial, db at Chef's Pantry Catering, 2215 Thomas W Ryan Boulevard - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding an Appeal of Work Card Denial.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BOARDS & COMMISSIONS:

Discussion and possible action regarding creating the City of Las Vegas Citizens Advisory Committee to the Las Vegas Redevelopment Agency and Adopting the By-Laws thereof - Wards 1, 3 and 5 (Tarkanian, Reese and Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The purpose of the Citizens Advisory Committee (CAC) is to act in an advisory capacity and to provide input to the Redevelopment Agency (RDA) and the City of Las Vegas (City) on matters relating to the RDA's proposed projects and programs. The CAC shall consist of nine members appointed by the City Council who serve without compensation. The CAC members shall represent business owners, real estate, business development, homeowners, renters, educators, and community members residing or working in the Redevelopment Area within Wards 1, 3 and 5 and appointed by the Councilperson representing each respective Ward. Terms shall be for three years; with 6 members having initial staggered terms; and limited to two full consecutive three year terms. The CAC will annually elect its Executive Board of Officers: Chairman, Vice Chairman and Secretary. The Office of Business Development Director or designee shall serve as Recording Secretary. The attendance of five voting members of the CAC shall constitute a quorum. Members will be appointed at a later date.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
By-Laws for the City of Las Vegas Citizens Advisory Committee to the Las Vegas Redevelopment Agency

BY-LAWS
CITY OF LAS VEGAS
CITIZENS ADVISORY COMMITTEE
TO THE LAS VEGAS REDEVELOPMENT AGENCY

I. NAME

The name of the organization shall be the Citizens Advisory Committee to the Las Vegas Redevelopment Agency ("Redevelopment Agency") and City of Las Vegas ("City") (hereinafter referred to as the "Committee").

II. PURPOSE

The purpose of the Committee is to act in an advisory capacity and to provide input to the Redevelopment Agency and the City on matters relating to the Redevelopment Agency's proposed projects and programs.

The Committee is to represent the interests of the residents of each City Ward with Redevelopment Plan areas, renters, home owners, business owners, real estate professionals, educators and other stakeholders in key decisions relating to the Redevelopment Agency's Area and the Redevelopment Plan. The Committee gives the Redevelopment Agency staff input on its proposed projects and programs. The Committee may also propose new programs and projects for the consideration of the staff of the Redevelopment Agency. The Committee may be briefed each year on how the Redevelopment Agency annual and five year budget is derived from the Redevelopment Area and applied to the Plan as regards projects and programs, and the Committee may be updated occasionally throughout the year on the status of tax increment revenues. The Committee may provide input and may make recommendations to City staff and the Redevelopment Agency concerning the Redevelopment Area, and areas now outside the Plan area suitable for possible consideration for redevelopment in the future.

III. MEMBERSHIP

A. Number of Members

The Committee shall consist of nine (9) members who shall be appointed by the Las Vegas City Council. Members shall serve without compensation.

B. Composition of Committee

The Committee shall consist of the following:

a. One (1) small business owner or storefront business owner, who is active in the Redevelopment Area.

b. One (1) licensed real estate professional which may include a real estate attorney or realtor who is active in real estate transactions, financing, or analysis within the Redevelopment Area.

c. One (1) member from the development business community which may include an architect, developer or contractor active in building or developing projects in the Redevelopment Area.

d. One (1) member who is a resident homeowner or primary dweller of a single family home located within the Redevelopment Area

e. One (1) member who is an apartment renter or condominium owner and resides within the Redevelopment Area.

f. One (1) member who is an educator or community leader working to benefit children who lives or works in the Redevelopment Area.

g. One (1) Ward 1 Community member, who lives or works in the Redevelopment Area and is selected by the Ward 1 Councilperson at the time of appointment.

h. One (1) Ward 3 Community member, who lives or works in the Redevelopment Area and is selected by the Ward 3 Councilperson at the time of appointment.

i. One (1) Ward 5 Community member, who lives or works in the Redevelopment Area and is selected by the Ward 5 Councilperson at the time of appointment.

C. Training of Committee Members

Newly appointed Committee members must complete an initial training course prior to attending a duly called meeting of the Committee. The training course will be presented by senior members of the Redevelopment Agency and city staff ("presenters"). The content of the training course will be determined by the presenters and will include, but not be limited to, the concepts of American redevelopment, an overview of Nevada redevelopment laws, the creation and development of the Redevelopment Agency, the Redevelopment Plan and its components, and the concepts of community planning.

All Committee members will be required to attend an annual training course which will include an overview of the initial training course materials, updates to redevelopment laws and other relevant information to the Committee.

D. Vacancy on Committee

Whenever there is a vacancy on the Committee or the term of a member expires, or is terminated, his or her successor shall have the necessary qualifications so that the composition of the Committee as required by Section IIIB is maintained. Any person appointed by the City Council to fill a vacancy shall serve until the end of the unexpired term of his predecessor.

E. Terms of Appointment

a. Each of the members of the commission shall serve a term of three (3) years, except the three (3) members of Section III B d., e., and f. of the initial Committee shall serve a term of two (2) years, and the three (3) members of Section III B. g., h., and i. of the initial Committee shall serve a term of one (1) year, so that the terms of the membership shall be staggered.

b. No member may serve more than two (2) full consecutive three (3) terms. If applicable, a partial initial term of less than three (3) years of an unexpired portion of a term to which a member is appointed to fill shall not count towards the two (2) full consecutive three (3) year terms.

F. Resignation of Members

Any member may resign at any time by delivering a written resignation to the Chairman or Secretary of the Committee. The acceptance of any such resignation shall not be necessary to make the same effective.

G. Termination of Membership

If any member attends fewer than fifty percent of the meetings held within the twelve month period following the member's appointment or an anniversary date thereof or, without excuse, attends fewer than seventy-five percent of the meetings held within the twelve month period following the member's appointment or anniversary date thereof without authorization of the Chairman or Secretary, the Committee shall send a letter to the member suggesting his resignation. If said resignation is not forthcoming, the Committee may recommend to the City Council that the member be removed from the Committee. Pursuant to LVMC Section 2.52.030, the City Council shall notify the member to appear at the next regularly scheduled meeting of the City Council to show cause why the member should not be removed from office .have authority to remove a member by providing written notice of termination of membership to the member.

IV. OFFICERS

The officers of the Committee shall consist of a Chairman, Vice Chairman and Secretary. The above officers shall constitute the Executive Board.

V. ELECTION OF OFFICERS

The Chairman, Vice Chairman and Secretary shall be elected annually at the first regular meeting of the calendar year, except that in the case of the election of the first officers of the Committee, said election may occur at any meeting of the Committee following the first meeting. The officers shall be elected by a majority of the Committee members present at said meeting, the notice of which shall have specified such election. Unless an officer resigns, dies or is removed prior thereto, he shall hold office until his successor has been chosen.

The Director of the Office of Business Development of the City of Las Vegas or his/her designee shall serve as the recording secretary of the Committee at meetings. The recording secretary shall have neither voting privileges nor authority to execute documents on behalf of the Committee. The presence of the recording secretary shall not count towards a quorum at any meeting.

VI. RESIGNATION OF OFFICERS

Any officer may resign at any time by delivering a written resignation to the Chairman or Secretary of the Committee. The acceptance of any such resignation shall not be necessary to make the same effective.

VII. REMOVAL OF OFFICERS

Any officer may be removed with or without cause at any time by the affirmative vote of a majority of the members present at a regular or special meeting of the Committee, the notice of which shall have specified the proposed removal.

VIII. VACANCIES OF OFFICERS

Any vacancy in an office of Chairman, Vice-Chairman or Secretary may be filled for the unexpired portion of the term by the Committee.

IX. DUTIES OF OFFICERS

A. Chairman

It shall be the duty of the Chairman to act as presiding officer at all meetings unless he is incapacitated or unable to attend for any other reason. The Chairman may appoint subcommittees as deemed necessary. The Chairman shall have authority to execute documents on behalf of the Committee.

B. Vice Chairman

It shall be the duty of the Vice Chairman to preside at any meeting of the Committee and execute documents of behalf of the Committee in the absence of the Chairman.

C. Secretary

It shall be the duty of the Secretary to administer the affairs of the Committee including the overseeing the preparation of the minutes of the meetings by the recording secretary and attesting the execution of documents by the Chairman or Vice-Chairman. In the event that both the Chairman and Vice Chairman shall be incapacitated or otherwise unable to attend any regular or special meeting, the Secretary shall appoint another member to act as Chairman for that particular meeting.

X. MEETINGS

The Chairman shall call meetings of the Committee with at least five (5) business days notice to Committee members. All meetings and notices of meetings shall be in compliance with the Open Meeting Law set forth in NRS Chapter 241. The Director of the Office of Business Development or designee will assist the Committee with the preparation of the notices and agendas of the meetings

XI. QUORUM

The attendance of five (5) voting members of the Committee shall constitute a quorum at any meeting.

XII. ACTIONS

All determinations by the Committee shall be made on the basis of a majority vote of the members present. Decisions shall be determined either by a voice vote or a showing of hands at the discretion of the Chairman, except that any member including the Chairman shall have the right to demand a roll call vote upon any question. If a roll call is demanded, the specific vote of each member on the particular question shall be recorded in the Minutes of the meeting. Any tie vote shall constitute no action and a new motion may be made on the question at the same meeting. A second to a motion duly made is not required and all motions shall be voted upon. Robert's Rules of Order shall prevail in all cases that are not otherwise provided for in these By-Laws.

XIII. VOTING PRIVILEGES

All members of the Committee, including the Chairman, shall vote on all motions or resolutions presented before the Committee, unless a member(s) has a conflict of interest,

in which instance said member(s) shall abstain from voting. All members shall have the right to make a motion.

XIV. CONSTRUCTION OF BY-LAWS

Whenever the context so requires, the masculine shall include the feminine and neuter and the singular shall include the plural, and conversely. If any portion of these By-Laws shall be valid or inoperative, then so far as it is reasonable and possible:

A. The remainder of these By-Laws shall be considered valid and operative, and

B. Effect shall be given to the intent manifested by the portion held invalid or inoperative.

XV. ADOPTION AND AMENDMENTS

A. Adoption

These rules shall be adopted by a majority vote of the Las Vegas City Council at which the By-Laws are scheduled at a regular meeting for approval.

B. Amendments

These rules may be amended at any time by a majority vote of the members present at a Committee meeting provided such Amendments are not inconsistent with or in conflict with the City Charter or any Ordinance of the City of Las Vegas and provided further that any proposal to amend the Rules shall be presented to the Committee at a regular meeting, discussed and tabled, and be included on the Agenda for action by the Committee at the next regular meeting.

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BOARDS AND COMMISSIONS:

AUDIT OVERSIGHT COMMITTEE - Michael W. Kern, Term Expires 8/18/2010; Paul Workman, Term Expires 8/18/2010; and Jose Troncoso, Term Expires 8/18/2010

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas Audit Oversight Committee was created by City Council Resolutions R-49-98 and R-117-98 for the purpose of overseeing various aspects of the City's internal audit function. Two members must be specifically identified members of the City Council and three members must be from the community-at-large. All three of the community-at-large members' terms will expire August 18, 2010. There is no City residency requirement and no term limits. Chairman Kern and Member Workman are eligible for reappointment and have expressed their desire to be reappointed. Member Troncoso does not wish to be reappointed to this board.

RECOMMENDATION:
Procedure for this Committee requires appointment by the Mayor with ratification by the City Council. Options are:
Reappoint Mr. Kern OR appoint a new community-at-large member.
Reappoint Mr. Workman OR appoint a new community-at-large member.
Appoint a new community-at-large member.

BACKUP DOCUMENTATION:
Current Listing and Authority

City of Las Vegas Audit Oversight Committee

Name					Appointment Date	Expiration Date
1 **Michael W. Kern**					8 /16/2000	8/18/2010
	Reapp:	**8/7/2002**	**8/18/2004**	**8/2/2006**		**7/16/2008**
2 **Councilwoman Lois Tarkanian**					1 /21/2009	1/21/2011
	Reapp:	**N/A**				
3 **Jose Troncoso**					9 /18/2002	8/18/2010
	Reapp:	**8/18/2004**	**8/2/2006**	**7/16/2008**		
4 **Councilman Steve Wolfson**					3 /21/2007	3/21/2011
	Reapp:	**3/18/2009**				
5 **Paul Workman**					9 /4 /2002	8/18/2010
	Reapp:	**8/18/2004**	**8/2/2006**	**7/16/2008**		

AUTHORITY: Created by Resolution R-49-98, 5-26-98 (Member Amendment - Resolution R-117-98, 12-7-98).
(By Laws Amended 8/17/2004 by Audit Oversight Committee; removed term limits.)

MEMBERS: 5 MEMBERS appointed by the Mayor subject to ratification by the City Council
(Two specifically identified members of the City Council and three members of the community-at-large)
Appointment of members of City Council may not fall during the Election cycle appointment process.

TERM: Members shall each serve a term of two years, or until a successor is appointed. No limit to number of terms.
Members may be removed and replaced by the Mayor, subject to Council ratification

NOTES: NO CITY RESIDENCY REQUIREMENT
NO FINANCIAL DISCLOSURE REQUIRED

PURPOSE: The Committee shall have responsibility and authority to perform the following:

- Review and evaluate public reports generated by the internal audit function;
- Evaluate the general effectiveness of the audit program no less often than annually;
- Discuss potential audit assignments and give direction to the City Manager and City Auditor concerning current assignments and anticipated assignments for the upcoming twelve months;
- As individual Committee members and as deemed appropriate, interview applicants for the position of City Auditor and, as a Committee, provide recommendations with regard to the appointment;
- Provide recommendations concerning potential changes to the City Charter concerning the audit function;
- Oversee and reinforce compliance to the City's Internal Audit Policy; and
- Provide such other guidance as necessary in promoting the effectiveness of the audit function.

MEETINGS: The Committee shall meet with the City Auditor and City Manager not less than once per quarter; meetings are subject to the provisions of the Open Meeting Law.

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 4, 2010

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2010-26 – Updates the zoning regulations to establish the use "beer/wine/cooler cultural establishment"; redefine the current use relating to private museums and art galleries to allow the sale of art; and amend the Downtown Centennial Plan to allow certain outdoor events in the district known as "18b The Las Vegas Arts District." (TXT-37811) 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 update the zoning regulations relating to cultural uses. The bill will 1) establish the use "beer/wine/cooler cultural establishment," 2) redefine the current use relating to private museums and art galleries to allow the sale of art, and 3) amend the Downtown Centennial Plan to allow certain outdoor events in the district known as "18b The Las Vegas Arts District."

RECOMMENDATION:
ADOPTION at 8/4/2010 City Council meeting pursuant to the 7/20/2010 Recommending Committee.

First Reading – 7/7/2010; First Publication – 7/23/2010

BACKUP DOCUMENTATION:
Bill No. 2010-26

BILL NO. 2010-26

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE ZONING REGULATIONS PERTAINING TO CERTAIN CULTURAL USES; ESTABLISHING THE USE "BEER/WINE/COOLER CULTURAL ESTABLISHMENT," REDEFINING THE CURRENT USE RELATING TO PRIVATE MUSEUMS AND ART GALLERIES TO ALLOW THE SALE OF ART; AMENDING THE DOWNTOWN CENTENNIAL PLAN TO ALLOW CERTAIN OUTDOOR EVENTS IN THE DISTRICT KNOWN AS "18B THE LAS VEGAS ARTS DISTRICT," AND PROVIDING FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Oscar B. Goodman

Summary: Updates the zoning regulations to establish the use "beer/wine/cooler cultural establishment"; redefines the current use relating to private museums and art galleries to allow the sale of art; and amends the Downtown Centennial Plan to allow certain outdoor events in the district known as "18b The Las Vegas Arts District."

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

SECTION 1: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the description of the use "Museum or Art Gallery (Private)," as found in the "Retail and Personal Services" element thereof, to read as follows:

USE	RESIDENTIAL												COMMERCIAL						INDUSTRIAL		
Museum, [or Art Gallery] Art Display, or Art Sales (Private)	U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
													S	P	P	P	P	P	P	P	P
	Description: A privately-operated facility or area for the acquisition, preservation, study, [and] exhibition or sale of works of artistic, historic or scientific value.																				
	On-site Parking Requirement: One space per 300 square feet of gross floor area.																				

SECTION 2: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding to the "Retail and Personal Services" element thereof a new entry for the use "Beer/Wine/Cooler Cultural Establishment," reading as follows:

. . .

USE	RESIDENTIAL												COMMERCIAL						INDUSTRIAL		
Beer/Wine/Cooler Cultural Establishment	U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
																	S	S		S	S
	Description: An establishment: 1. Whose license to sell alcoholic beverages is limited to the sale of beer, wine and coolers, for consumption only: a. At a facility licensed as an art studio or otherwise licensed for art sales or display (or both); and b. During the hours of an artistic exhibition, presentation or performance; and 2. That meets the Minimum Special Use Permit Requirements set forth below.																				
	Minimum Special Use Permit Requirements: 1. The use is limited to the area located within the boundaries of 18b The Las Vegas Arts District, as described in the Downtown Centennial Plan and as amended from time to time. 2. No gaming is permitted as part of this Special Use Permit. 3. The use must conform to the provisions of LVMC Chapter 6.50.																				
	On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site.																				

SECTION 3: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the term "Museum or Art Gallery (Private)" to read as follows:

"Museum, [or Art Gallery] Art Display, or Art Sales (Private)" means a privately-operated facility or area for the acquisition, preservation, study, [and] exhibition or sale of works of artistic, historic or scientific value.

SECTION 4: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto the following term, together with its corresponding definition:

"Beer/Wine/Cooler Cultural Establishment" means an establishment:

(1) Whose license to sell alcoholic beverages is limited to the sale of beer, wine and coolers, for consumption only:

(a) At a facility licensed as an art studio or otherwise licensed for art sales or display (or both); and

(b) During the hours of an artistic exhibition, presentation or performance; and

(2) That meets the criteria for a beer/wine/cooler cultural establishment as set forth in Table 2, as adopted in Section 19.04.010.

SECTION 5: Section VII (D)(2)(5) of the Las Vegas Downtown Centennial Plan is hereby amended by amending the listing for the use "Museum or Art Gallery–Private," as found under the category of "Retail and Personal Services," to read as follows:

• [Museum or Art Gallery–Private] Museum, Art Display or Art Sales (Private)

SECTION 6: Section VII (D)(2) of the Las Vegas Downtown Centennial Plan is hereby amended by adding to the list of Permitted Uses, at the end thereof, a new entry for Temporary Uses, reading as follows:

10. Temporary Uses

• Outdoor Events, subject to the following:

–Must take place on the same site as, and be in conjunction with, the operation of an established commercial business with a valid business license for that site.

–Limited to Thursdays, Fridays, Saturdays and Sundays.

–Limited to the hours of 10 am to 12 am.

–Measures to prevent or reduce nuisance factors such as glare, excessive illumination, noise, vibration, smoke, dust, dirt, odors, gases and heat must be in place.

–Provision must be made for sanitary facilities and waste collection and disposal.

–Measures to promote safety and security must be provided.

–Outdoor events that are outside of the limits of the days and times stated above shall require the approval of a Temporary Commercial Permit pursuant to Section 19.18.100.

• Temporary Outdoor Commercial Events

SECTION 7: For purposes of Section 2.100(3) of the City Charter, LVMC 19.04.010 and 19.20.020 are deemed to be subchapters rather than sections.

SECTION 8: The Planning and Development Department is authorized and directed to incorporate into the Downtown Centennial Plan the amendments contained in Sections 5 and 6 of this Ordinance.

SECTION 9: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or

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

SECTION 10: 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 _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-22-10
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 4, 2010

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2010-27 – Adopts the Symphony Park Design Standards Manual and related design documents. (TXT-37746) Sponsored by: Mayor Oscar B. Goodman

Fiscal Impact

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

PURPOSE/BACKGROUND:
Several years ago the City Council adopted design standards and related design documents relating to the Union Park development. Since then the development has been renamed "Symphony Park" and the design standards have been refined and updated. This bill will adopt the Symphony Park Design Standards Manual and related design documents as replacements for the design-related documents previously adopted.

RECOMMENDATION:
ADOPTION at 8/4/2010 City Council meeting pursuant to the 7/20/2010 Recommending Committee.

First Reading – 7/7/2010; First Publication – 7/23/2010

BACKUP DOCUMENTATION:
Bill No. 2010-27

BILL NO. 2010-27

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE SYMPHONY PARK DESIGN STANDARDS MANUAL AND RELATED DESIGN DOCUMENTS, AND PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Oscar B. Goodman

Summary: Adopts the Symphony Park Design Standards Manual and related design documents.

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

SECTION 1: The Union Park Design Standards, along with the Appendices thereto, as adopted by Ordinance No. 5974, are hereby replaced with the Symphony Park Design Standards and the included Appendix, which are attached hereto and incorporated herein by this reference.

SECTION 2: The Planning and Development Department is authorized to:

(A) Include the date of the adoption of this Ordinance within or upon the incorporated documents at such locations as are designed to reflect the date of the adoption of this Ordinance;

(B) Replace any page within the incorporated documents that may indicate it is in "draft" form with a final version of that page;

(C) Republish the incorporated documents in final form to reflect desired formatting, make pagination changes, correct any pagination errors, or replace any pages that did not print in a manner that would adequately depict the information intended to be depicted; and

(D) Republish the Union Park Schematic Streetscape Design Documents, previously adopted by Ordinance No. 5974, as the Symphony Park Schematic Streetscape Design Documents, to include any changes necessary to conform those documents to the Symphony Park Design Standards adopted by means of this Ordinance.

SECTION 3: As provided for in LVMC 19.06.060(B), design standards applicable to all or any portion of the Downtown Overlay District that are adopted and amended by the City Council are deemed to be incorporated into LVMC 19.06.060(B), and any such adoption or amendment may be accomplished by ordinance or by resolution. Therefore:

(A) The Symphony Park Design Standards Manual and Symphony Park Schematic Streetscape Design Documents, as referred to in Section 2 of this Ordinance, are incorporated into LVMC 19.06.060(B); and

(B) The election to proceed in this case by ordinance shall not be deemed to limit the City's ability to proceed in future cases by means of ordinance or resolution.

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 _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-23-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

PAGE NUMBERS ARE FROM THE NOVEMBER 2006 VERSION OF THE DESIGN GUIDELINES

SYMPHONY PARK

DESIGN STANDARDS

November 1, 2006
(amended XXXX, 2010)

Inside cover
Prepared for:
CITY OF LAS VEGAS
Project Manager:
NEWLAND COMMUNITIES

Prepared by:

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INTRODUCTION

In 2000, the City of Las Vegas launched a re-urbanization plan for Downtown, looking ahead to a Downtown renaissance by 2020. Population increases have fueled a demand for denser infill housing and urban living near Downtown. The 61 acre Symphony Park parcel is a critical element in the City's renaissance plan. Symphony Park will be a new urban environment for the Downtown area, a walkable downtown village with a compelling identity, appealing landscaped environments and a variety of entertainment and dining choices.

Creation of Urban Density The plan focuses on maximizing density rather than limiting it, to generate the multiplicity of activities and urban excitement that will make Symphony Park memorable. To generate the high density that creates a mixed use urban district, every block must be developed efficiently and densely to achieve the critical mass of residents and visitors that will make it an exciting urban district. The expectations at buildout for land uses in Symphony Park include the following:

- *Diversity of residential building types including low rise town houses and high rise apartments, enough to create an urban village*
- *Medical and general office space creating an employment center in Symphony Park*
- *A critical mass of destination retail, restaurant and entertainment uses to enliven the urban neighborhood*
- *A choice of business, boutique and entertainment related hotels for visitors*
- *A world-class performing arts center on Symphony Park as a regional draw Symphony Park*
- *Parking in each block for each use, serving daytime and evening uses with equal convenience.*

Development Concept To create the exciting urban skyline that is expected, building heights are anticipated to be high. The only limitation on building height is the availability of parking on the parcel or in the immediate area. All off-street parking will be in multi-story structures, some below grade and most above grade. The structures will be wrapped by other uses in most cases except for some instances where they may be exposed.

Development Parcels The 61-acre site is divided into 17 development parcels. The sale parcels consist of all the land behind the back of curb lines on each block. Owner/ developers will provide the streetscape of the sidewalks, and all development behind the back-of-curb line, which is also the build-to line referred to later in this booklet. In this way, the sidewalks are all private property, and the moving and parking lanes are public. Public streetscape, landscape, lighting and signage are intended to create visual amenity and durability while protecting land values and the private investment.

The City's Roles The City will build the Symphony Park streets (between the curb lines) and infrastructure serving each block. The City will also convene a Design Review Committee who will review and approve designs for each project design submittal.

Development Timeline and Process Symphony Park is a multi-phase project, with projects proceeding on coordinated timetables. Some blocks will be phased so that later phase—more intensive—development will be initiated with structured parking and high rise buildings replacing temporary surface parking.

Mixed Use The greater the mix of uses, the more urban the Symphony Park experience. The high-rise environment
provides opportunities for both vertical and horizontal mixed uses.

Critical Housing Density Developers will be expected to create housing densities that are comparable to Chicago, New York or Vancouver, while creating a great number of units closer to the street in liner buildings that create street continuity, and towers that create a distinctive skyline and views.

Environmental Conditions The 61 acre site was formerly owned by the Union Pacific Railroad. Analysis
of contaminated soils has been conducted. Maps of this information are available from the City of Las Vegas Office of Business Development and/or Newland Communities.

Entitlements The City will work closely with Symphony Park developers to entitle each project in a timely manner.

Design Standards Design Standards are graphic and written principles of design which are to be incorporated into the design of each development block in a project area. In this case, they are an aid to achieving a high level of design excellence at Symphony Park. The success of Symphony Park as a place depends upon each developer and designer becoming familiar with all parts of these Design Standards and incorporating them into the designs for each block.

Relationship to Other Documents These design standards shall apply to all development in the project area. Where these development standards are in conflict with Title 19 of the Las Vegas Municipal Code, the City of Las Vegas 2020 Master Plan, or the standards of the Las Vegas Downtown Centennial Plan, then the more restrictive standard shall apply. Where these design standards are silent on a particular issue, the requirements of Title 19 of the Las Vegas Municipal Code, the City of Las Vegas 2020 Master Plan, or the standards of the Las Vegas Downtown Centennial Plan shall apply.

Design Standard Philosophy Symphony Park Design Standards will guide developers and architects through the process of creating a pedestrian-oriented, visually cohesive and economically viable urban community. The Standards promote a clear and consistent process for the development of parcels. While they keep a perspective on the vision, they are also flexible in accommodating a mix of uses while helping to shape a variety of building forms. They do not mandate particular architectural styles or building materials. Instead, the Standards do the following:

- Recognize that Symphony Park will be built and evolve over time
- Create and maintain a standard of quality that will sustain real estate values
- Promote a cohesive development pattern while allowing for diversity and variety in the design and construction of individual projects
- Assist designers, City Staff, developers and others in making consistent design choices that reinforce the vision.
- Provide clear guidance to the process of Design Review and public approvals.
- Each development will be reviewed for compliance with the Design Standards, according to the Design Review process described in the back of this book. This book of Design Standards is organized into four major parts:

SECTION 1

SYMPHONY PARK ORIENTATION: a section that orients the project developer and designer to the systems and requirements that affect not only the individual sites but also the site as a whole. Items such as parking and access, site drainage, public open space and solar orientation are covered in this section.

SECTION 2

STREETSCAPE AND OPEN SPACE: this section delineates the major characteristics of all the streets in Symphony Park, including their cross sections, design themes and streetscape elements. This is important for each developer because it includes design back of the curb line which will be the responsibility of the developer.

SECTION 3

GENERAL SITE AND BUILDING DESIGN STANDARDS: Divided into Intents and Standards, each of the sections covers a different non-geographic feature such as building articulation, signage, site lighting and active building frontages. Each of these contributes to the success of the urban environment by adding a functional and aesthetic note to the overall look and feel of Symphony Park.

SECTION 4

CHARACTER OF THE BLOCKS: This last section describes allowable and encouraged buildings, setbacks, active frontages, parking access and other parameters of each land parcel (block). Setbacks, open space features, view corridors and other features are displayed so that the designer has a logical starting point for design.
Each Design Standard is organized into a hierarchy of Intents and Standards. The Intent is a statement of the purpose or goal behind each design Standard. In the event that specific language of each Standard is not definitive, the Design Review Committee reserves the discretion of making decisions on the basis of their understanding of the Intent. This interpretation shall govern.
Each principle is either a required or a recommended standard. Required standards are accompanied by the language of "shall do" rather than "should" or "it is encouraged." Recommended standards are suggested components, termed as "should do" or "is encouraged." Overall the quality of Symphony Park may depend on the developer following most if not all of these optional elements. However, they also provide negotiation points if either the developer or the Design Review Committee wishes to resolve differences of viewpoint on a design. Some sections include "acceptable" standards which describe something that is allowable or desirable.

PAGE 1

1

SYMPHONY PARK ORIENTATION

Site-wide urban design features are illustrated in this section. These include street types, parking and service access, storm water management, view corridors, active streets and the pedestrian open space system. Each development block relates to each of these site-wide features in a unique way. By understanding how these systems work and applying this knowledge, each designer will help to create a more successful environment in Symphony Park.

PAGE 2

1.1 Features of the Plan

THE FEATURES OF THE PLAN
The Illustrative Plan demonstrates the key concepts for architectural design to create the high quality urban district that is Symphony Park. Foremost among these concepts, illustrated on the following pages, are:

Human-Scale Buildings
A rich, human-scale band of lower building elements at and near the street level.
Bases of each block enriched with continuous active building faces of retail and restaurant activity on several streets.
Active uses, awnings, interesting storefronts and signage create an exciting urban environment.

Comfort
Human comfort and amenity are the major design emphasis of the streets and public open spaces.
Everything in these spaces should be designed and selected for appropriateness to climate, neighborhood concept and sustainability.

Sustainability
Environmentally-responsible urban buildings set a high standard

Art Is Integral
Civic nature of the neighborhood
Themes of streetscape
Performing arts
Well-designed buildings and art pieces
Integral art in streetscape and architecture

Active Uses at the Build-To Line:
Pedestrian-oriented environment
Parking structures are concealed behind residential and commercial building wraps.

Parking
Simple, predictable system of parking and service entrances
Vehicle access should be secondary to pedestrian movement.

Building Scales
Tall towers with articulated shapes
– Recognizable urban skyline
Shapes, massing and locations allow views to the mountains and the Strip

Residential Diversity
A diversity of residential types
– High rise apartment buildings
– Mid-rise connecting towers
– Low-rise townhomes
Conveniences and attractions make a true urban neighborhood.

Quality Design
High quality architectural and landscape design
State-of-the-art environment in a hot desert climate

PAGE 3

1.2 Context of Symphony Park

THE CONTEXT OF SYMPHONY PARK

Symphony Park is in a prime location surrounded by the Las Vegas downtown and numerous development projects. The downtown office core is directly east; the casino center is also across the railroad tracks, with Fremont Street being a center and draw for the entire area. Las Vegas' re-urbanization plan, begun in 2000, is aimed at a Downtown renaissance. The city's population exceeds 550,000 and is expected to reach more than 700,000 by 2020, creating a demand for denser in-fill housing near downtown. Property values have risen accordingly.

Adjacent Development

Several development projects are underway or have been completed adjacent to Symphony Park. Taken together, they represent a wide variety of downtown uses that will create markets for residential units, restaurants, retail shops and office space.

WORLD MARKET CENTER A 1.3 million SF Phase 1 of the wholesale design center, housing a 10 story collection of furniture showrooms, drawing thousands of people to each of its regular conventions. Later phases are planned to increase the showroom area to 12 million SF.

INTERMODAL TRANSIT CENTER Design is underway for the transit center. The facility will be the central regional transportation facility, housing local and express buses, Bus Rapid Transit, a monorail stop and a stop of the future highspeed, inter-city rail system.

LAS VEGAS PREMIUM OUTLET MALL Recently completed, this 435,00 s.f. premium outlet mall west of the Clark County Government Center is already providing a high traffic count of shoppers to the area.

CLARK COUNTY GOVERNMENT CENTER This civic center employs several thousand daytime county and Regional Transportation Commission office workers. A master plan for enlarging the center is being evaluated, including supplementing the on-site parking.

INTERNAL REVENUE SERVICE Construction is nearing completion on the mid-rise IRS building complex by the Molasky Companies, north of Ogden Street. This will provide an even greater midday worker population in the area.

PRIVATE MAIN STREET LAND HOLDINGS A private owner holds much of the strip between Main Street and the railroad tracks, with ambitions to develop these properties.

ARTS DISTRICT Along Charleston, south and east of the site, a district of arts-related and residential projects is envisioned and is taking shape.

These projects are the recent signs of a renaissance of downtown Las Vegas setting up the conditions for an exciting mixed-use high rise development district.

PAGE 4

1.3 Streetscape Network

STREETSCAPE NETWORK

Symphony Park will establish a new precedent for Las Vegas with innovative urban streetscapes that incorporate sustainability practices, enhanced comfort, distinctive and artistic identity and provide destination qualities that define the urban community.

Streets will efficiently move traffic into and through the site, provide direct access to parking and offer comfortable, inviting and safe environments for pedestrians. Vehicle access into and through this site is well distributed, interconnected and coherent, and responds directly to the existing Las Vegas street network.

Designed as a system of linear open spaces, the streets of Symphony Park offer cool and animated areas to gather and connect people to work, home, shopping and public spaces. Rights-of-way and building massing are proportioned to enhance solar comfort. Dining, shopping and public events such as fairs, markets and celebrations are meant to take place in this realm without impeding pedestrian or vehicular circulation. These activities create a lively and activated urban environment.

The Symphony Park streetscape network is comprised of varied street types, each distinguished by function and identity. Grand Central defines the arterial edge of the village and downtown. City Parkway and West Clark combine to provide through circulation from a future highway interchange at F Street. City Parkway is envisioned with a retail emphasis, and the West Clark and its esplanade anchors the medical district and provides a key address opportunity The Promenade Place animates the village with retail and a mix of other uses, functioning as

the primary strolling space. Symphony Park Avenue straddles and is defined by Promenade Place, the organizing space of the village. West Bridger and Carson Avenues function primarily as residential streets. The Symphony Park streetscape network is comprised of several street types, each distinguished by function and identity.

City Parkway
A wide 4 lane boulevard with left turn pockets and on-street parking, direct connection from I-15.

Promenade Place
A narrow two lane shopping street, with on-street parking; no parking entries off the street.

Symphony Park Avenue
A wide street that becomes a one-way way pair just east of Grand Central Parkway flanks Symphony Park on both sides.

West Clark Avenue
A wide four-lane boulevard with on-street parking, left turn lanes and wide sidewalks as the centerpiece for the office district.

West Carson and West Bridger Avenue
Two-lane service streets that connect from Grand Central Parkway.

Grand Central Parkway
A wide, higher speed boulevard with Bus Rapid Transit added to the median.

PAGE 5

1.4 Open-Space Network

OPEN-SPACE NETWORK
The Symphony Park open-space system is organized around an urban framework based in principles of building integration, regional design and street-level comfort. Comprised of a hierarchy of parks, plazas, streetscapes and courtyards, this open-space system offers a variety of spaces intended to attract a diverse mix of residents and uses.

Designed to celebrate and accommodate both urban living and visitor experiences, the open-space system at Symphony Park will be built for enduring quality. Distinct and durable materials, furnishings and finishes will create a visually cohesive system that will establish a standard of quality that complements the intended building quality.

Extreme climatic variations in southern Nevada require an open-space system that provides comfortable outdoor environments by managing solar orientation and creating favorable microclimates. Through careful solar design, parks, plazas, streetscapes and courtyards will extend the daily and seasonal pedestrian experience within this desert village.

The primary organizing axis of the public space network runs east-west along the City's Lewis Street corridor, with streets named to the west of the railroad tracks. A collection of open spaces and active uses along this corridor are intended to establish a strong and direct relationship to downtown Las Vegas. Three primary spaces are positioned as a sequence within Symphony Park: a forecourt at the project entrance on Grand Central Parkway, a major urban park currently known as Symphony Park, and a stepped plaza and associated bridges which allow pedestrians to cross the railroad tracks. This area is currently known as "The Crossing."

The primary north-south open space within the Symphony Park village is a pedestrian-oriented street known as the Promenade. The Promenade is uniquely designed as a signature public space within the development, linking several districts and public spaces along its north-south orientation.

The Promenade is anchored at its northern end by Gateway Plaza, a public space that organizes an entertainment district and transitions Symphony Park to Fremont Street in downtown Las Vegas. On the southern end, the Promenade arrives at a medical district. While medical and supporting uses may be organized around an internal open space system, the primary address for the area is West Clark Avenue. This street has been planned as a cool, green esplanade, with opportunities for both strolling and gathering.

Union Commons is a semi-public space defined by residential uses, intended to primarily serve these residents, but not be gated. Views, sight lines and pedestrian circulation to and from adjoining streets is intended.
A final component of the open space system at Symphony Park is represented by the pedestrian streetscapes, places of comfort, distinctive identity and sustainable quality.

PAGE 6

1.5 Active Streets

INTENT:
To create energized urban streets which support a pedestrian environment.
Active frontages are comprised of retail and restaurant uses, as well as residential and office building lobbies (and some other uses).

REQUIRED

1.5.1 Active Frontages along the Promenade
The promenade will be the most vibrant and energized pedestrian corridor within the site. It shall be continuously lined with active building frontages.

1.5.2 Active Frontages along Grand Central Parkway
Grand Central Parkway will be one of the site's busiest vehicular corridors, and exposed parking will be permitted along it. Active building frontages are encouraged along the Parkway at its intersection with Symphony Park Avenue and other corners.

1.5.3 Active Frontages along West Clark Avenue
This street is an address for the medical/office neighborhood and an important pedestrian conduit within the site, and shall be lined with active frontages.

1.5.4 Active Frontages along Symphony Park Avenue
Discovery Entrance shall be lined with active uses to mark its significance as the primary entrance into the site.

1.5.5 Promenade Place
On The Promenade Place, emphasize only retail and restaurant uses. The Promenade Place shall be terminated at its south end by a knot of active frontages at its intersection with West Clark Avenue. This is the most intensive grouping of active day and night-time uses. Uses along The Promenade Place from Symphony Park Avenue to West Carson Avenue should include service oriented businesses for the residences of Symphony Park.

RECOMMENDED

1.5.6 Grand Central Parkway
Corners on Grand Central Parkway should be developed as spot retail, restaurants and display space at the ground level.

PAGE 7

1.6 Vehicular Access to Parking

INTENT
To provide a simple, easy to navigate system of parking access.
To conceal parking from public view to the greatest extent possible.
To minimize vehicular access (curb cuts) on primary building frontages and to reinforce a clear hierarchy and organization of circulation within Symphony Park.

REQUIRED

1.6.1 Vehicular Movement
Vehicular movement on site is shown on the diagram. All streets shall be two-way, with the numbers of lanes sized to the anticipated traffic volume, varying from street to street.

1.6.2 Parking Access
Parking requirements for the project shall be accommodated within above grade and below grade parking structures. Generally, vehicle access is allowed in the midsection of each block as shown on the diagram and is to be coordinated with adjacent block access. Vehicle access is allowed on more than one block face. However, each block may have only one such access on any block face. Details of block access are illustrated in the individual block guidelines. These guidelines also maximize uninterrupted public sidewalks and minimize conflicts between vehicles and pedestrian.

1.6.3 Vehicular Access Along The Promenade Place
The northern portion of the Promenade shall not be used for vehicle site access between Symphony Park Avenue and West Carson Avenue. All other streets may have vehicle access as shown.

1.6.4 Exposed Parking Frontages
Exposed parking shall be restricted to those building frontages along the railroad tracks and Grand Central Parkway and as otherwise shown in the individual parcel diagrams. Exposed parking shall be avoided along the Promenade, and shall be minimized (and avoided, if possible) along West Clark Avenue and City Parkway. Exposed parking shall be treated architecturally consistent with adjacent buildings.

1.6.5 Parking Pockets
Parking pockets along public streets shall be provided by block developers per landscape schematic design drawings and deeded back to the City for ongoing maintenance. On private streets they will not be deeded to the City. Each block landscape plan shall accommodate 1 "multimeter" parking meter pay station per parking pocket, to be installed and operated by the City.

PAGE 8

1.7 Service Access

INTENT
To minimize and mitigate the negative visual and noise impacts of service and loading areas, trash storage and mechanical equipment on adjoining streets, public spaces and property.
Vehicle access is defined to include service and emergency vehicles as well as general traffic.

REQUIRED

1.7.1 Service Access Along Promenade Place Service access shall not be located along the northern portion of Promenade Place, so as not to disrupt the street's character as the primary pedestrian conduit within the site.

1.7.2 Service / Delivery Locations
Building deliveries, trash pickup and other service needs shall take place primarily in the interior areas of the plots, and shall be screened from primary public view.

ACCEPTABLE

1.7.3 Shared Service Access
Service vehicles may enter at the same locations as general public or resident parking. Service access is also provided through alleys that run along the interiors of the blocks.

1.7.4 Railroad Right of Way
See civil design drawings for detailed condition along railroad ROW and required materials & color for exposed retaining wall.

PAGE 9

1.8 Storm Water Management and Drainage

INTENT
The site is graded to:
Capture storm water runoff in any perimeter landscape areas to potentially clean the water prior to conveyance via pipe to Lake Mead.
Prevent flash flood infiltration within buildings.
Maintain building finished floor elevations at street level to provide strong relationships between buildings and sidewalks.
Establish subtle visual prominence at the centerline ridge defined by the Promenade.
Most street grading will occur as a fill condition over the existing grade. As noted, the site is graded with a subtle ridge established near the arc defined by Promenade Place. Water moves east and west from this area, toward the park and railroad edge and toward Grand Central Parkway.

REQUIRED

1.8.1 Building and Street Flow Line Separation
The City of Las Vegas requires that building finished floor elevations in Symphony Park shall be positioned 12" above the flow line of the street which it adjoins. Strategies to address this requirement vary by street, relying primarily upon careful sidewalk grading from back of curb to future building floor elevations. Sidewalks have been designed with maximum cross-slopes at 2.5%. Street drainage is currently collected by inlets located primarily along east-west streets to intercept accumulating stormwater as it moves away from the Promenade. Each street is crowned along its centerline.

PAGE 10

1.9 Street-Level Views and Spatial Definition

INTENT:
To control the location of building walls to define and contain the street space, to concentrate and reinforce pedestrian activity, create a sense of the street as a place and accommodate associated activities, to emphasize views and vistas within Symphony Park.
Build-to lines or zones have been established to frame the major streets, creating outdoor spaces sheltered from the sun, comfortable and human-scale.

REQUIRED

1.9.1 Building Wall Enclosure
Provide setback and build-to zones for building frontages as shown in the diagrams in Section 4 where it is important to have buildings abut or setback from the street lines.

1.9.2 Promenade Place Building Wall Enclosure
Building frontages at street level to a height of 35-40' along the Promenade shall follow the build-to line. The Promenade building frontages shall follow the curvature of the streets precisely, with allowances being made for the tolerances of manufactured elements, building components and glazing. Above that height, setbacks within the setback zones of up to 25% of the building frontages may occur.

1.9.3 Percent Setback Allowed
On other streets, 75% of the building frontage must follow the build-to line. The remaining 25% may be set back for building entries, patios and pedestrian walkway entrances.

RECOMMENDED

1.9.4 View and Vista Lines
Buildings that terminate view and vista lines within the 61 acres should respond to these focal points with design features that emphasize their location.

PAGE 11

1.10 Occupied Tower Locations and Views

INTENT
To create a visible urban skyline for Symphony Park as a marketing and branding tool.
To preserve views from each occupied tower, and to avoid blocking views from adjacent development.
To preserve views to the occupied towers in Symphony Park from points of view outside the site.
The individual parcel diagrams in Section 4 illustrate where it is permissible to create occupied tower buildings.

REQUIRED

1.10.1 Occupied Tower Location
Each occupied tower shall be located with respect to preservation of the viewsheds of other towers in Symphony Park. In general, this means staggering or offsetting the footprints of occupied towers so that buildings do not face each other directly across narrow spaces.

1.10.2 Parcels With Multiple Occupied Towers
Some blocks will contain more than one high-rise occupied tower. In the event that more than one occupied tower is on one block, the occupied towers shall be offset to preserve the viewsheds and avoid direct views into adjacent buildings.

1.10.3 Occupied Tower Form / Configuration
Occupied towers shall not be created in long slab configurations except where shown, because of the concerns about view blockage. Instead, occupied towers shall be developed as point occupied towers which have a more compact floorplate and less of a visual profile.

1.10.4 Allowable Occupied Tower Locations
Occupied towers shall only be located in the positions shown in the diagram in this section. This diagram illustrates some flexibility on each parcel, to accommodate different locations of cores, building lobbies, service and other design features.

ACCEPTABLE

1.10.5 Lower Occupied Tower Limits
A lower occupied tower structure may be incorporated, which may rise no more than 10 stories or 150' from the podium. The purpose of this is to preserve views over the lower occupied tower from the occupied higher tower. This is shown on several of the residential parcels in this Section.

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1.11 Neighborhood Architectural Character

OFFICE / MEDICAL DISTRICT
Building heights lowest with respect to Symphony Park
Architecture of Parcel A2 should be respectful of and respond to Lou Ruvo Alzheimers' Center

Buildings monolithic and monumental in character, with larger scale fenestration patterns, lower degree of texture on skin and massing, expressing the nature of the use as business
Adopt a formal landscape with respect to public space
Towers form the street wall
Buildings at W. Clark Avenue street level expected to respond to this street in the form of linear plazas facing Clark Avenue

SYMPHONY PARK DISTRICT
Buildings translate the cultural, contextual and vibrant nature of Symphony Park into the vertical in massing, texture, fenestration and skin
Parcel H/I lies on an important public axis—a public space that activates Symphony Park
Buildings exhibit a civic/cultural scale and identity
Buildings on the important axes should reflect that position in their character
Buildings outline Symphony Park —responsible for defining the scale, closure and space
Boutique hotel to directly respond to Symphony Park and the Performing Arts Center
Hotel may create a visual connection to Parcels F/G
Street level activates the area around the park
Formal architectural character, yet making visual/ physical connections to Symphony Park

RESIDENTIAL DISTRICT
Intimate and humane scale
Skin and massing have a high degree of texture compared to other districts
Buildings closer to one another and respond to each other in form and massing
Semi-private character in hierarchy of public space
Green-inspired: fenestration includes operable windows, accessible balconies and decks
Landscapes and green habitable spaces on upper floors of towers
Comfortable and penetrable spaces with informal character
Retail spaces meant to activate the streetscape—towers that reach ground are to activate their streets in this district.

HOTEL / RETAIL / ENTERTAINMENT DISTRICT
These buildings will include the tallest compositions on the site
Gateway towers exploit views into the site
Textures, fenestration, massing is subtle and sophisticated to reveal "entertainment"
Active retail at street level extends into entertainment district to maintain pedestrian densities of restaurants and entertainment spaces
Strong pedestrian link between Fremont Street and Symphony Park
Expressive of physical connection and respectful of adjoining residential units
Strong sense of excitement, movement, dynamic forms

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1.12 Arts in Symphony Park

INTENT
To enrich the resident and visitor experience by providing stimulating, interesting visual and tactile experiences in public areas of Symphony Park
To develop a character and identity for Symphony Park that is about the enduring qualities of intellectual and emotional life, befitting a world class city.
To celebrate the city, its history, culture and achievements through the expression of the arts community

OPPORTUNITIES
The types of opportunities for art in Symphony Park include:
A. Art as an integral, permanent part of individual buildings
B. Art as an integral part of on-site landscape design, seating, lighting, paving, plant materials and other streetscape elements
C. Art institutions which can occupy their own sites or be part of a building complex
D. Performing arts, keying on the thematic presence of the Performing Arts Center
E. Performing arts spaces (external or internal) and performing arts programming throughout the year
F. Commercial art venues, such as art galleries and exhibit spaces
G. Spaces for temporary exhibit of public art as part of a public art program
H. Arts organizations and space for publicly-accessible arts activities such as studios and display space
I. Funding for art pieces, arts programming,

REQUIRED

1.12.1 Minimum Public Art Requirements
Each parcel in Symphony Park shall demonstrate that it contains at least four of the listed opportunities for art-related spaces, design or programmatic features, as part of the Design Review process.

1.12.2 Public Art Accessibility
Each parcel's art-related features that meet the criteria above shall be accessible to the public and accessible to public view during the daytime and evening hours. Such facilities may, because of their special nature, be protected from public access during the late evening and early morning hours.

1.12.3 Public Art Design Review
Public art which is selected or commissioned for display shall be included in the Design Review process for each development parcel, beginning at the initial Design Review presentation. Its development shall be considered in conjunction with the building and site design as part of the Design Review process.

RECOMMENDED

1.12.4 Public Art Coordination
It is recommended that each developer become familiar with the art facilities and programs being developed by others in Symphony Park and, to the extent possible, provide complementary arts offerings that will contribute to a rich and varied offering of the arts in Symphony Park.

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1.13 Sustainable Principles and Goals

INTENT
To utilize sustainable design techniques in developing each site and building in Symphony Park, promoting integrated practices that show that the project is responsible to the future environmentally, economically and socially.

Definition of Sustainability
Project sustainability is an economic state where the demands placed upon the environment by people, activity and commerce associated with the project can be met without reducing the capacity of the environment to provide for future generations.

The American Institute of Architects Committee on the Environment has developed a draft definition of sustainable design practice that is applicable to the projects in Symphony Park. This definition is as follows:
The linked domains of sustainability are **environmental** (natural patterns and flows), **economic** (financial patterns and equity), and **social** (human, cultural and spiritual). Sustainable design is a collaborative process that involves thinking ecologically—studying systems, relationships and interactions—in order to design in ways that remove rather than contribute to stress related to systems.

1.13.1 Measuring Sustainability at Symphony Park
The Design Review Committee will include sustainability in its review of each project. Each applicant shall design their project to a level of sustainability that is LEED Certified or greater. LEED Certified status is achievable by having a conscious strategy of energy conservation and project sustainability from the outset and by exercising a professional level of care with regard to specifying materials and equipment and in other respects using widely available knowledge to create an environmentally-responsive building.
The burden will be on each project design team to set and achieve sustainable goals, and to demonstrate that it is making progress toward these goals, as part of the design review process.
The approach will be implemented by a process that is integral to the Design Review procedure established by these Design Standards. This process includes the following steps, coordinated with the Design Review process described at the back of these Design Standards.

BLOCK PLANS: The developer shall submit a strategy to the Design Review Committee, which shall demonstrate that the project will be designed with the LEED Certified rating as its minimum goal. A preliminary LEED checklist is due at the Block Plan/Schematic Design level.

At the time of Design Review Committee review of the Block Plans, the owner shall submit a signed letter committing to the LEED certification process and building commissioning, including a stated intention to retain a commissioning agent.

DESIGN DEVELOPMENT: The developer shall submit to the Design Review Committee a LEED checklist with some expanded explanation of how the assumed points will be achieved to create a LEED Certified or higher project and a letter from the commissioning agent or LEED-AP confirming the checklist approach.

Buildings must demonstrate 10% improvement in proposed building performance rating compared to ASHRAE Standard 90.1-2004 by whole building simulation (or meet the requirements of LEED ND Green Construction and Technology Credit.)

CONSTRUCTION DOCUMENT: The developer shall submit to the Design Review Committee the completed LEED checklist with a letter from the commissioning agent confirming his review of construction documents. A

letter from the owner confirming his/her intention to submit the required documents for LEED certification at the completion of construction, is also required. The DRC will also review the project with respect to the other criteria that it is responsible for, described elsewhere in this document.

To supplement the LEED program and to assist the developer in obtaining the credits needed to gain LEED Certified rating, the AIA Committee on the Environment has published its "Top Ten Measures of Sustainable Design" Each of these includes credits found in LEED, the most widely used measure of sustainable building projects in the United States.

SUSTAINABLE DESIGN INTENT – having a strategy and following it
REGIONAL THINKING – an appropriate place in the region

Site Ecology at Different Scales
BIOCLIMATIC DESIGN – natural controls working with the climate
LIGHT & AIR – daylighting and natural ventilation
WATER CYCLE – conservation
ENERGY FLOWS AND FUTURE – energy conservation
MATERIALS AND CONSTRUCTION – green materials, recycling, local materials
LONG LIFE, LOOSE FIT – adaptability to change over the life of the building
COLLECTIVE WISDOM AND FEEDBACK – soliciting help and getting responses

The major categories in the LEED system are:
SUSTAINABLE SITES
WATER EFFICIENCY
ENERGY AND ATMOSPHERE
MATERIALS AND RESOURCES
INDOOR ENVIRONMENTAL QUALITY
INNOVATION AND DESIGN PROCESS

Each of these has a series of criteria that are more fully described in the LEED literature.

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1.14 Sustainable Site / Landscape Techniques

SITE SUSTAINABILITY
A number of sustainable site development practices have been highlighted below to define specific opportunities for Symphony Park. The list is not intended to represent a complete LEED description.

1.14.1
Alternative Transportation
Public transportation access (not in scope of individual project)
INTENT: An inter-modal transportation station which includes light rail, commuter rail, regional and local bus service and a monorail, concentration of development density around the transit station.
BENEFIT: Reduce pollution and land development impacts from automobile use, to best serve the development of this site and downtown.

1.14.2
Alternative Vehicle Parking
Each block face shall incorporate motorcycle and/or alternative vehicle parking in remainder areas of parking pockets once auto spaces are accommodated.

1.14.3
Storm Water Management: Rate, Quantity and Treatment (not in scope of individual project)
INTENT: A Grading and Drainage (Storm water) Plan development for the entire 61 acre site. Storm water transport to Lake Mead via pipes after taking it through treatment systems.
BENEFIT: Reuse of storm water volumes.

1.14.3
Water Efficient Landscape
INTENT: Master plan gray water reuse system for the village, high efficiency irrigation products, and selection of streetscape plants with low watering needs. (Ref: Las Vegas Municipal Code Title 14 (water regulations and drought plan))
BENEFIT: Limit or eliminate the use of potable water for landscape irrigation. Overall water use reduction.

1.14.4
Resource Reuse
INTENT: Record and track all salvaged and reused components, village-wide. Determining a common building material, one that is readily available and in large supply, that can be used throughout the village.

BENEFIT: Reducing the demand for virgin materials and to reduce waste, thereby reducing impacts associated with the extraction and processing of virgin resources.

1.14.5
Regional Materials: 20% Manufactured Regionally
INTENT: Common and readily available materials should be pursued.
BENEFIT: Local character of the place. Increasing demand for building materials and products that are extracted and manufactured within the region, supporting the regional economy and reducing the environmental impacts resulting from transportation.

1.14.6
Materials: Light Colored High Albedo Materials
INTENT: Reduce impervious surfaces and thermal mass use. Light non-reflective colors for heat reflection, with glare control.
BENEFIT: Minimize heat gain and glare effect on streets to make the streets more pedestrian friendly.

1.14.7
Shading: Shade Trees, Shading Structures, Building Mass
INTENT: Create shaded streetscapes using shade trees, shade structures and building mass according to the orientation height to width ratio and use of streets.
BENEFIT: Greater use of streets by pedestrians by reducing the impact of the outdoor temperature extremes. To create a comfortable urban micro-climate with optimal street design.

1.14.8
Orientation: East/West Street Orientation, Building Mass Flanking the Streets
INTENT: Building shall be oriented according to sun path in summer and winter.
BENEFIT: Shaded and more pedestrian friendly streetscapes.

1.14.9
Heat Island Effect: Non-Roof: Low Level Landscape, Light-Colored, High Albedo Materials, No Surface Parking
INTENT: Low level landscape, Light-colored, high albedo materials shall be provided. No surface parking shall be included.
BENEFIT: Reduce heat islands -thermal differences between developed and undeveloped areas.

1.14.10
Alternative Transportation: Bicycle Storage and Changing Rooms
INTENT: Bicycle racks shall be included on public streets and open spaces. Changing rooms and shower facilities provided as part of individual building development.
BENEFIT: Reduce pollution and land development impacts from automobile use.

1.14.11
Innovation in Design: Art Work Street Furniture
INTENT: Art work shall be provided on streets as part of street furniture.
BENEFIT: Beautiful streetscapes.

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1.15 Building Design Sustainability

BUILDING SUSTAINABILITY
The potentials for saving energy, conserving resources, making buildings more enjoyable, productive places to live and work, and reducing life-cycle cost are all consistent with one another, since these goals and means are interrelated. Building design is susceptible to the same type of strategy and analysis as the site design. The major categories of these elements in building design include these LEED topics. As discussed, the applicant is free to set goals, create a strategy from these and other elements, and track progress toward meeting the goals. If the applicant wishes to adopt LEED or one of the other systems, this is encouraged.

Potential Sustainability Techniques

INNOVATIVE WASTEWATER TECHNOLOGIES
Reduce generation of wastewater
WATER USE REDUCTION
Maximize water efficiency
BUILDING SYSTEMS COMMISSIONING
Verify that building elements and systems are installed and calibrated to operate as intended
MINIMUM/OPTIMUM ENERGY PERFORMANCE
Achieve higher levels of energy performance above required standards
OZONE PROTECTION

Reduce ozone depletion through reduction of CFC's and other contributing sources
RENEWABLE ENERGY
Onsite renewable energy self-supply
GREEN POWER
Use of grid-source renewable energy technologies
STORAGE AND COLLECTION OF RECYCLABLES
Facilitate collection and retrieval of recyclables used by building occupants
BUILDING REUSE
Increase life cycle of building, and reduce manufacturing and transport of building materials
CONSTRUCTION WASTE MANAGEMENT
Direct construction-related recovered resources appropriately
RESOURCE REUSE RECYCLED CONTENT
Use recycled materials to save on extraction and processing of virgin resources.
REGIONAL MATERIALS
Local resource use where possible
RAPIDLY RENEWABLE MATERIALS
Emphasize over long-cycle renewable materials
CERTIFIED WOOD
Environmentally responsible forest management
IAQ PERFORMANCE
Set and improve on indoor air quality performance
CARBON DIOXIDE MONITORING
Provide for indoor air monitoring for CO2
VENTILATION EFFECTIVENESS
Provide for delivery and mixing of fresh air
CONSTRUCTION IAQ MANAGEMENT PLAN
Program for construction-related indoor air quality
INDOOR CHEMICAL AND POLLUTANT CONTROL
Reduction of indoor air contaminants and chemical exposure from materials
CONTROLLABILITY OF SYSTEMS
Provide for high level of individual and small group control of lighting, thermal and ventilation systems
DAYLIGHT AND VIEWS
Provide for outside connections for building occupants
INNOVATION IN DESIGN
Features building performance that are innovating and not addressed by existing rating systems
LEED OR OTHER SYSTEM ACCREDITED PROFESSIONAL
Set up and run environmental aspects of design program

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2
STREETSCAPE and OPENSPACE

This section describes each Symphony Park street type, streetscapes and open space, with street sections, plans and illustrations of their character, streetscape and other design features. The matrix of available streetscape elements such as light fixtures, benches, waste containers, bicycle racks and other components are more fully described in the Appendix following Section 4. The developer of each block is responsible for implementing these streetscape and open space concepts on each block as they affect that block. The area between the curbs is the responsibility of the City of Las Vegas.
Section 2 is organized into four topics:
HUMAN COMFORT
MATERIAL PERFORMANCE
VILLAGE ERGONOMICS
VILLAGE IDENTITY

An **INTENT** statement is provided for each of these. Then, **REQUIRED** and **RECOMMENDED** Standards for each are enumerated on pages 18 and 19. The Standards are then applied on the following pages of Section 2 to specific Streets, Streetscapes and Open Spaces. Their application is indicated by the number that corresponds with the numbers on pages 18 and 19.
NOTE: Please also refer to the Symphony Park Streetscape Schematic Design documents available separately.

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2.1 Human Comfort

STREETSCAPE AND OPEN SPACE

Guidelines for streetscape and open space are organized to enhance human comfort in the desert, provide sustainable material performance, establish exceptional pedestrian appeal and establish a contemporary identity for this desert village. The guidelines below are organized under these four objectives.

Guidelines itemized below are keynoted on the streetscape and open space plans that follow. For example, on the Promenade Place plan, the guideline "2.2.8 - Tactile Paving" can be found.

In addition to these general guidelines, a detailed set of material and component recommendations have been established for streetscapes and open spaces. These recommendations are itemized on the "Streetscape and Open Space Materials and Components" list found on page 42. Keynote references from this list are also noted on the streetscape and open space plans, normally in conjunction with the general guideline reference. For example, "2.2.8/PV5 - Tactile Paving" refers to Stone Paving at Pedestrian Areas under the tactile paving guideline. An appendix further defines many of the detailed requirements.

While site sustainability intentions have been described previously within these guidelines, they are also incorporated below for completeness. LEED items are highlighted to encourage their application at Symphony Park. The list is not intended to represent a complete LEED description.

2.1 – Human Comfort

INTENT
Comfortable urban micro-climates attract both residents and visitors and result in extended outdoor use, providing additional community, retail and commercial benefits.

REQUIRED

2.1.1 – High-Albedo Paving (LEED)
All pedestrian areas shall be constructed of light colored, high-albedo (radiation reflectivity) paving materials in order to mitigate heat build-up. This requirement should not result in high-glare pavements. This standard is based upon a measure of Solar Reflectance Index of at least 29, as defined in LEED SS Credit 7.1: Heat Island Effect.

2.1.2 – Glare Reduction
Low streetscape plantings, such as groundcovers and perennials, shall be used at prescribed percentages to reduce solar glare and heat absorption. These plantings shall not disrupt pedestrian circulation or access to on-street parking. Additional plants such as vines may occur on vertical surfaces such as green screens and on overhead trellises.

2.1.3 – Shade Structures – Promenade
Architectural shade structures shall be constructed, to village guidelines, along the Promenade Place. The Promenade shade structures may incorporate lighting, ventilation fans, misting, plants and retail signage.

2.1.4 – Shade Structures – Intense Heat Zones
Architectural shade structures covering the streetscape sidewalks shall be built in all intense heat zones identified in the Solar Exposure Analysis on page 65. A minimum of 75% of the walking pedestrian surface shall occur in shade at Noon on June 21.

2.1.5 – Shaded Right-of-Way (LEED)
Street trees shall be selected, spaced and nurtured to maximize the shading of right-of-way pavement by providing a continuous canopy where designated. When trees reach approximately 50% of their mature size, a minimum of 75% of the walking pedestrian surface shall occur in shade at Noon on June 21. All trees shall be a minimum of 60" box size.

2.1.6 – Cool Site Furnishings
All site furnishings shall be light-colored and non-metallic in an effort to limit solar heat conductivity. Vinyl-covered metal is prohibited.

RECOMMENDED

2.1.7 – Cooling Water Features
Cooling water features, aerated water devices and misting systems should be placed near or adjacent to pedestrian circulation and gathering areas and building entrances. Limited amounts of water should be used in order to be environmentally responsible. Use of water features and misting systems shall not conflict with the City of Las Vegas Drought Plan, LVMC Title 14.

2.1.8 – Increased Air Circulation
Where possible, architectural shade structures and large plantings should be designed to funnel prevailing breezes to increase air circulation, evaporation and flush out heated air. Artificial air circulation devices may be utilized as part of shade structures, but without the use of Freon.

2.1.9 – Photovoltaic Elements
Photovoltaic elements should be explored to power 'cool seats', misting elements, water features, ventilation systems, irrigation and lighting. These elements may be incorporated into the street light infrastructure.

2.1.10 – Sunlit Areas
Sunlit spaces and clearings should be designed for use during cool seasons, and should be integrated into the rhythm of the streetscape. Proportioned distinctions between shade and light will typify the Symphony Park streetscape.

2.1.11 – Recessed Gathering Areas
Small recessed (sunken) gathering areas with 'earth seats' that benefit from the cool ground conditions should be considered. These areas may include water and shade canopies. Earth seats are built into the recessed ground.

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2.2 Material Performance

2.2 – Material Performance

INTENT
Use of high quality building materials will establish long-term value at Symphony Park and act as a precedent for future development in downtown Las Vegas.
Durable and environmentally responsible building materials and methods may reduce resource and energy consumption, support the regional economy and inspire future sustainable development in downtown Las Vegas.

REQUIRED

2.2.1 – Efficient Landscapes (LEED)
Landscape development for all streetscapes and open spaces shall utilize water conserving plantings and high efficiency irrigation products and systems. This standard is based upon reducing water consumption for irrigation by 50% from a calculated mid-summer baseline case, as defined in LEED SS Credit 1.1: Water Efficient Landscaping.

2.2.2 – Erosion Control (LEED)
Landscape development for streetscapes and open spaces with slopes greater then 3:1 shall utilize permanent erosion and sedimentation control measures.

2.2.3 – Tree Trenches
Street trees shall be planted in continuous tree trenches beneath sidewalks. These trenches shall be designed to promote thriving long-term tree health by allowing widespread and un-compacted root growth in a welldrained structural soil medium.

2.2.4 – Pavement Loading
All streetscape pavements accessible by vehicles shall be designed to withstand vehicular loading, anticipating potential use by service and emergency vehicles.

2.2.5 – Integrated Pavement Systems
All scoring patterns shall conform to the streetscape module as defined within these guidelines in the Streetscape Network Matrix. Jointing shall integrate with all streetscape elements, material changes and surface utility components. Score lines in curbs and gutters shall align with score lines in sidewalk paving. Where curb and gutter systems are completed prior to sidewalks, sidewalk jointing should be coordinated with curb and gutter jointing.

2.2.6 – Light Pollution Control (LEED)
Light pollution shall be minimized through the use of low lighting profiles, recessed luminaires and minimal luminance levels, where street light in cast downward. This standard is based upon designing exterior lighting so that all site and building-mounted luminaires produce a maximum illuminance value no greater than 0.20 horizontal and vertical footcandles at the site boundary and no greater than 0.01 footcandles 15 feet beyond the site, as defined in LEED SS Credit 8: Light Pollution Reduction.
Note that ambient light emanating from retail storefronts may not be included in these measurements.

2.2.7 – Streetscape Grading
Streetscape grading shall follow City requirements to minimize potential flooding impact to buildings and occupants, while allowing handicap access and avoiding any sidewalk cross-slopes in excess of 2%. A twelve inch vertical separation between building finished floor elevation and street flow-line elevation is required.

2.2.8 – Tactile Paving
A fine-grained pattern of unit pavers shall be used in large contiguous areas at prescribed percentages (see matrix for individual street requirements) to define the scale and visual interest of the pedestrian streetscape. Subtle abstractions of the desert floor may be developed in the paving patterns.

2.2.9 – Consistent Quality
Consistent quality shall be implemented between streetscape and private, building-related improvements, in order to uphold the overall quality of the development. For example, streetscape materials may be extended into private areas such as entries.

2.2.10 – Heavy Duty Quality
All site improvements and furnishings should be heavy duty to withstand the rigors of urban impact and potential vandalism. Residential quality components shall be prohibited.

RECOMMENDED

2.2.11 – Minimize Turf Grass
Planting designs for all streetscapes should avoid the use of turf grass in order to reduce excess water consumption. In open spaces, irrigated turf should be limited to no more than 50% of the developed open space area. Grass species with lower watering needs should be utilized.

2.2.12 – Regional Materials (LEED)
Select regional materials should be pursued where practical in order to minimize transportation costs and benefit the local economy. Where non-regional materials are available more economically to reinforce good trade practices and stimulate global economies, these materials may be pursued.

2.2.13 – Recycled Materials (LEED)
To minimize energy expenditures and new resource extraction for material production, reused and recycled materials should be used for streetscape improvements.

2.2.14 – Clean Storm Water (LEED)
Surface landscape areas and tree trenches should be designed to harvest and clean storm water for reuse in grey water irrigation systems.

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2.3 Village Ergonomics

2.3 – Pedestrian Appeal

INTENT
A welcoming, intimate and safe public environment establishes a sustainable basis for a residential community. Diverse and engaging streetscapes and open spaces encourage return visitors.

REQUIRED

2.3.1 – Seating
On all retail streetscapes (see page 6) and open space edge conditions, one bench shall be placed for every 75 linear feet of street frontage. On all non-retail streetscapes (see page 6) one bench shall be placed for every 100 linear feet of street frontage. Seating may be grouped to address Requirement 2.3.2 below.

2.3.2 – Pedestrian Rooms
Seating elements shall be assembled in groups of two or more to create inviting outdoor pedestrian rooms within the streetscape. To increase the sense of human appeal, these groups of seating elements shall be combined with special paving, lighting, shade, bike racks and elements of art and water. These places will function as small urban oases, places of enhanced comfort and interest along the street.

2.3.4 – Bus Stops
A pedestrian room (noted above - 2.3.2) shall be designed at all bus stops, providing an appealing environment for transit riders.
A bus stop shelter is required to be placed in this location by the appropriate block developer. See Streetscape Schematic Design drawings for requirement.

2.3.5 – Bike Racks (LEED)
Bike racks shall be installed adjacent to all major building entrances and where streetscapes and open spaces meet. A minimum of one four-unit bike rack shall be utilized per each major building entry.

2.3.6 – Utility Coordination
Streetscape designs shall be completed prior to utility placement so utility boxes and vaults can be integrated with the landscape module and placed within preferred utility zones. Utilities shall not interfere with the complete and uninterrupted installation of the streetscape elements.

2.3.7 – Identity Signage

District identity signage/monumentation shall be integrated within the streetscape (both sides of the street) on streets that enter the Symphony Park site where programmed.

2.3.8 – Pedestrian Safety
Bollards, or other approved elements, shall be placed between noted pedestrian and vehicular zones at distances defined on plans. Tactile paving surfaces shall define pedestrian street-crossing areas.

RECOMMENDED

2.3.9 – Screening
Architectural screens should be utilized to filter and mitigate views to and across railroad tracks where Symphony Park streets terminate at the railroad.

2.3.10 – Moveable Furniture
A portion of the specified outdoor furniture should be moveable and adaptable to individual building-related needs, climate variations and group dynamics.

2.3.11 – People-Watching
Streetscape rooms should be designed to maximize peoplewatching opportunities, by organizing proximities and composing furnishings to establish synergies between the two areas.

2.3.12 – Neighborhood Gatherings
Spaces should be created that provide opportunities for neighborhood gatherings and outdoor public life. While these areas may range in size, they should be organized to allow residents the opportunity to temporarily customize them to accommodate neighborhood events and activities.

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2.4 Village Identity

2.4 – Village Identity

INTENT
Regionally appropriate spaces that reflect the Mojave Desert context will define the sense of place at Symphony Park.
Local materials and patterns will create an authentically distinctive atmosphere, unique to the Las Vegas area.
Simple and abstract patterns and forms, rather than historic recreations, establish a timeless and iconic environment.
Widespread and diverse integration of two- and three dimensional art elements will reflect the community's value in culture and the aesthetics.

REQUIRED

2.4.1 – Supplemental Furnishings
When an individual project has more than 5 seating elements, every fifth component shall be picked from the unconventional furnishing list (See appendix 1). Alternatively, these benches can also be custom built by a local artist.

2.4.2 –Special Street/Pedestrian Light Fixtures
Special street and pedestrian light fixtures are required on Promenade Place. See the Schematic Streetscape package for specifications.

2.4.3 – Potted Plants
Sculptural potted plants shall be placed at prescribed percentages to animate and informalize the pedestrian streetscape.

RECOMMENDED

2.4.4 – Integrated Art
Art should be integrated throughout the village as a defining element of the urban community. Art includes two- and three-dimensional representations, sound and performance, furniture and infrastructure pieces.

2.4.5 – Sculptural Plants
Plants should be sought for their diverse tactile and visual qualities to establish natural sculpture gardens.

2.4.6 – Desert Bloom

Multi-season concentrations of desert floral color should be integrated into planting designs, providing a staged year-round presentation.

2.4.7 – Story Telling
Educational and cultural artifacts and devices that tell a story about the region and place should be integrated into the streetscapes and open spaces.

2.4.8 – Kiosks
Retail and information kiosks should be integrated into the village, in select locations to be noted on future schematic master plan. Kiosks will be positioned on private property.

2.4.9 – Shade Structures: Artist
Arbor and pergola shade structures should be commissioned by artists, in select locations to be noted on future schematic master plan.

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2.5 Grand Central Parkway

As with the world's great urban parkways, Grand Central Parkway maintains a strong, continuous building presence and a unified landscape treatment. People, transportation and building uses are sensitively integrated along the parkway. Rebuilt from its current condition to accommodate Las Vegas' Bus Rapid Transit, Grand Central Parkway provides designated bus lanes and transit stops in the median.

INTENT

LINEAR PARK A desert garden theme distinguishes the parkway, symbolically connecting the city to its Mohave Desert context, culminating at the Ruvo Center and Clark County landscapes. The pedestrian area functions as an oasis of sorts, a comfortable, safe and interesting corridor for residents to both stroll and linger. Layers of trees shade the Symphony Park walkway from afternoon sun, and separate auto from pedestrian zones.

DISTRICT EDGE Sense of place drives the parkway plan. The parkway defines the edge of this new downtown district and presents it to passersby as a diverse and animated village. Modulated landscape patterns incorporate diverse and tactile plant forms, celebrating regional qualities that make Las Vegas exotic. Street-front buildings overlook the parkway and showcase it as a high quality mixed-use community.

SUSTAINABLE LANDSCAPE A number of environmentally beneficial practices may occur within the parkway landscape. Prior to entering pipe conveyance, plant and microbial filters could collect and clean storm water runoff. With the use of tree cover and other plants, urban heat island temperatures could be moderated. Sustainable landscape practices may include drought tolerant plants and efficient irrigation systems.

REQUIRED
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED
See Site Plan diagrams, streetscape and open space guidelines (page 18).

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2.6 City Parkway

City Parkway, together with Clark Avenue, functions as the primary internal vehicle route through Symphony Park. Major parking garages can be accessed along the length of this street. Continuous on street parking serves retail uses which define much of this street.

INTENT

FORMAL AND STATELY City Parkway is intended to be elegant and stately, defined by a sophisticated and well-integrated relationship between streetscape and retail uses. Large deciduous trees and tall palm trees reinforce the stately quality of the street.

LAYERED Multiple rows of trees, landscape and building-related shade structures create richness and comfort on this retail street. These elements also help to mitigate the scale of the street.

ANIMATED Intermittent opportunities for sun pockets, water and art are used to establish small venues for gathering and animating the street.

REQUIRED
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED
See Site Plan diagrams, streetscape and open space guidelines (page 18).

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2.7 West Clark Avenue

West Clark Avenue defines Symphony Park's southern medical office district as an addressable, signature street. The generous pedestrian zone on the south side of this street forms a pedestrian esplanade. A series of small venues within this zone enhances West Clark Avenue as a canopied destination space, with places to gather in the shade around water or art.

INTENT

ANIMATED IDENTITY The streetscape reflects its proximity to Performing Arts and World Market, both arts-oriented facilities, with the use of sculptural furnishings, chic lighting techniques and a contemporary floor pattern. Sculptural tree forms, massed in groves along the length of the street, define the signature quality of the street. Clearings between tree groves provide opportunities for art and water.

REGIONAL FIT Desert context establishes a source for plant, paving and furniture selection. Paving systems are organized in blended desert hues. Regional tree species display ornamental characteristics but also benefit from low watering needs. Oversized pre-cast concrete seating elements expose light-colored desert sands and maintain a cool temperature.

COMFORT AND DESTINATION IN AN URBAN GARDEN The urban garden notion for this street suggests an elegant, stately, and green environment. A continuous canopy of thriving urban trees establishes the leading garden component of the space, offering a cool place to gather in the shade.

ESPLANADE The street will function as a comfortable passage for those pedestrians moving to and from the city and destinations within and west of the Symphony Park development. These destinations include the Clark County Government Center, the World Market Center, the Las Vegas Outlet Mall and downtown uses.

CENTERS Two key places will be developed
along the length of the street: Serenity Square at the intersection area of West Clark Avenue and City Parkway, and Rejuvenation Place at the intersection of the West Clark Avenue and Promenade Place. These places will be defined by concentrating a mix of uses to establish centers within the office district. A rich sense of place may be developed here, with building emphasis, paving and other site amenities used to distinguish these areas.

REQUIRED
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED
See Site Plan diagrams, streetscape and open space guidelines (page 18).

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2.8 Promenade Place

Comfort, distinction and destination quality define this signature village space. Promenade Place exemplifies street life at Symphony Park. In celebration of a traditional event, the street may occasionally resemble a middle-eastern bazaar, thick with people, food and other goods, festooned with banners and fabric. On other days, Promenade Place will resemble a busy commercial street, bustling with everyday activities associated with a thriving urban neighborhood. On most days, the street will be enjoyed as a pleasant destination; the storefronts are always changing, the air is cooler and there are people to watch.

INTENT

PEDESTRIAN SPACE Promenade Place welcomes both automobiles and pedestrians, but feels more pedestrian than most streets, with subtle distinctions between the two realms.

SHADE AND COMFORT Street orientation, building massing, trellises, tree canopies and even a light-colored floor play a role in reducing heat absorption and temperature build-up.

REGIONAL CHARACTER Materials, colors and patterns may be used to create a stylized desert expression. Bursts of color celebrate the spectacular desert blooms.

ENDURING QUALITY The Symphony Park village will establish a new and consistent level of quality for downtown Las Vegas. Promenade Place will demonstrate that quality in the most concentrated fashion, where buildings and public spaces occur in a cohesive fashion.

VARIETY While a fairly consistent set of streetscape improvements are intended for the Promenade, a variety of retail expressions are desirable. Storefront design, signage, shade structures and movable furniture will reflect the individual interests and themes of retailers, within the parameters established by these guidelines.

REQUIRED
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED
See Site Plan diagrams, streetscape and open space guidelines (page 18).

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2.9 Symphony Park Avenue – Flanking Park

Positioned as a grand forecourt for the Performing Arts Center, Symphony Park anchors the facility to the Lewis Street corridor and establishes the primary public space for Symphony Park. Serving both Symphony Park residents and city visitors, Symphony Park provides a variety of spaces scaled to accommodate a range of events and uses. While the primary spaces will be monumentally scaled to achieve a civic quality, other spaces within the park will be organized to provide intimacy and solar comfort. Tree and architectural canopy, water and landscape will be used for cooling effects.

INTENT

A PEDESTRIAN SPACE One way vehicle circulation loops the north and south faces of Symphony Park, establishing a counterclockwise circulation that serves drop-off functions at the performing arts facility and minimizes the width of vehicular surfaces. By dividing traffic in this area, the park district is distinguished and made more pedestrian-friendly. The floor of the space may be treated consistently across pedestrian and vehicular surfaces in order to further accentuate the special nature of this civic space.

ACTIVE EDGES The park combines a set of large flexible open spaces with cool and intimate garden spaces that define its perimeter and allow people to gather and overlook the primary open spaces. The perimeter spaces also establish a promenade setting, allowing residents and guests the opportunity to stroll through a cool set of varied gardens, some of which may function as sculpture gardens.

REQUIRED
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED
See Site Plan diagrams, streetscape and open space guidelines (page 18).

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(See new park design to update concept design shown here)

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2.10 Symphony Park Avenue (Entrance)

A distinctive and urbane identity will be important to the arrival experience at Symphony Park, offering a first impression that is grand but welcoming. Landscape and building definition combine to announce the village as a dense and exciting place, but one that offers the appeal of comfortable park and garden spaces that define the public realm of the urban community.

INTENT

FIRST IMPRESSION The generous dimension of this street provides for functional vehicle movement, commits healthy pedestrian zones and allows views deep into the site. Both the Performing Arts Center and City Hall will be visible to drivers and pedestrians passing through this formal entrance to Symphony Park.

REQUIRED
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED
See Site Plan diagrams, streetscape and open space guidelines (page 18).

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(See new park design to update concept design shown here)

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2.11 West Bridger and West Carson Avenue

Great urban neighborhoods are defined by great streets. West Bridger and Carson Avenues rely upon an engaging relationship between ground-floor residential uses and the public streetscape. Here, the semi-public territory of the residence, defined by lobbies, building entries, stoops, patios and gardens are revealed to passersby as a means of activating the street and engaging residents in public life.

INTENT

NEIGHBORHOOD SCALE The sense of neighborhood is enhanced with a streetscape that is intimate, but comfortable to walk. Small gathering opportunities may be developed, e.g. where these streets meet Promenade Place. Solar influences result in an asymmetrical street section, apportioned to address objectives for summer shade and winter sun access.

CONTIGUITY As the extensions of Las Vegas' Bridger and Carson Streets, these streets provide local access and connections through this site. While service and parking garage access may be provided from these streets, curb cuts will be minimized, limited to selected locations.

ORNAMENT Decorative details that such as low garden rails and perennial plantings are appreciated by residents. The role of art in customizing these components may be explored.

REQUIRED

See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED

See Site Plan diagrams, streetscape and open space guidelines (page 18).

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2.12 Street Extensions (Private)

These streets are organized as "T" intersections at the railroad interface, providing access to a service and fire access road which parallels the rail corridor. This service road will be integrated with parking garages which abut the rail.

INTENT

NEIGHBORHOOD PLACES As local streets, these streets may play a role as neighborhood places. Minimal through traffic may allow residents the opportunity to establish block party or other gatherings. As such, the streets are kept simple, but planned with a number of elements that humanize and give pedestrian scale to the street. Columnar trees are spaced to distinguish the space, and lights are suspended over the streets to further define the pedestrian scale.

ELEGANT TERMINUS A concrete court at the end of the street allows auto and fire truck turning radii, but also calls subtle attention to the area as a pedestrian space. Bollards, columnar trees and an architectural screen define and mitigate the rail edge of the space, providing an appealing terminus, and an opportunity for art.

REQUIRED

See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED

See Site Plan diagrams, streetscape and open space guidelines (page 18).

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2.13 Symphony Park Forecourt

INTENT

WOW FACTOR An impressive palm grove envelopes an intimate fountain centerpiece, beckoning attention from passersby and offering a filtered view to the development beyond. While visually dramatic, this area is intended to be less active than Symphony Park, potentially offering a more contemplative experience for residents and visitors. Retail kiosks may be positioned along the Promenade edge, reinforcing the importance and continuity of that important pedestrian street.

REQUIRED

See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED
See Site Plan diagrams, streetscape and open space guidelines (page 18).
(See new park design to update concept design shown here)

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2.14 Symphony Park East

INTENT

CELEBRATE THE ARTS The park will be infused with the energy and attributes of both performance and figurative arts. An informal outdoor performance zone can host scheduled or impromptu events that are linked with the performing arts facility. Sculpture gardens, sound and literary gardens and lyrical use of water may be considered. Night lighting will play an important role in complementing the drama of theatrical settings.

COMMUNITY GATHERING Green space will be important to urban residents in the heat of the desert. Opportunities for strolling, dog walking and informal play and recreation enhance the livability of the village. A promenade defines and frames the outer edge of the park. The promenade is punctuated by gardens and small gathering areas which overlook the primary open space.

SUSTAINABILITY Sustainable landscape practices will be developed both as a responsible practice and as an educational tool. These practices may include storm water control and cleaning, material reuse, photovoltaic power, drought-resistant landscape, and urban heat island reduction.

RETAIL DESTINATION Symphony Park has been developed as a street-fronting, outdoor-oriented retail destination. Retail uses at Symphony Park are planned to complement the street retail experience with a set of restaurant or other specialty kiosks, designed as a set of transparent, gem-like buildings in the park. These components may occur at each end of the park, overlooking the primary open space.

REQUIRED
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED
See Site Plan diagrams, streetscape and open space guidelines (page 18).
(See new park design to update concept design shown here)

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2.15 Gateway Plaza
Gateway Plaza establishes an important pedestrian connection between Symphony Park and downtown Las Vegas, linking the energy and activity of the Fremont Street Experience and Promenade Place. The plaza will also organize entertainment-related development in this area by acting as a forecourt and automobile drop-off.

INTENT

SCALE AND FUNCTION While the plaza may need to accommodate a significant number of automobiles, taxis and limousines, it should also be designed for pedestrian comfort and scale. Several opportunities exist in pursuing this objective. The streetscape at Grand Central Parkway should occur along the western side of the plaza as continuously as possible, interrupted only by one-way auto access and egress.
The perimeter of the plaza should be developed as a continuous pedestrian environment, with active ground-floor building uses, architectural shade structures, trees and other landscape, special paving and seating elements. And finally, a significant centerpiece focal point should mark the plaza as a special place in the city, scaled for visibility from both Fremont Street and Promenade Place. This component should be accessible to pedestrians, and may include art, water and landscape.

CONNECTIONS Pedestrian connections to Fremont Street will require a pedestrian bridge. The bridge presents an iconic opportunity to celebrate the crossing, establish a destination space, and offer upper-level building connections. A monumental stair, potentially accompanied by escalator and elevator service to accommodate handicapped and other users, should be designed integrally with the plaza. A shade structure is desirable in this area, and may be designed to complement the Fremont Street canopy. Cross-street connections to Promenade Place are equally important.

REQUIRED

See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED
See Site Plan diagrams, streetscape and open space guidelines (page 18).

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2.16 The Crossing

A series of steps, plazas and terraces establish a destination-oriented railroad crossing for pedestrians. Water, landscape, shade structures and active building edges create a distinctive and comfortable set of public spaces.

INTENT

FRIENDLY GRADE TRANSITION On two levels, these plazas gain twenty-nine vertical feet to accommodate pedestrian circulation over the Union Pacific tracks, allowing connections to second- and third-floor building uses. A fifteen-foot intermediate level is positioned centrally to allow views across the tracks between Symphony Park and downtown. Two pedestrian bridges link the City Hall Plazas to The Crossing, framing an opening down to the railroad tracks below. Opportunities to view trains from a set of projecting perches may be developed. The train is an important component of the settlement of the west and should be celebrated.

CELEBRATED SPACE Water is used both as a linking device and to celebrate and accentuate the vertical dimensions of the crossing. Kiosks may be used for shade and as an extension of the retail environment organized within Symphony Park. Soft green spaces may be developed with rolling topography as relief from the pervasive hardscape nature of the city.

REQUIRED
See Site Plan diagrams, streetscape and open space guidelines (page 18), Site Materials and Components Matrix (pp. 42, 43), and Appendix with draft components, materials and plants.

RECOMMENDED
See Site Plan diagrams, streetscape and open space guidelines (page 18).

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2.18 Site Maintenance

INTENT
To ensure that all landscape and hardscape areas remain healthy, attractive and safe.

REQUIRED

2.18.1
A maintenance plan, including ongoing tasks and replacement schedules shall be prepared by the overall project association manager for all landscape and hardscape areas that are part of the streetscape behind the curb. This plan shall include:
Litter pickup
Cleaning of surfaces
Mowing of turf
Weeding planting beds
Sweeping
Replacement of dead or dying plant material
Irrigation repair and adjustments
Repair and/or replacement of damaged or severely weathered paving, benches, and other streetscape elements, signage and light fixtures.

2.18.2
overall project association manager shall engage the services of qualified maintenance personnel to perform the described maintenance, upkeep and repair of all the items described above, in accordance with the maintenance plan.

2.18.3
Where there is an association for subcomponents of a project that are private, the sub or block association shall act in the same manner as above for its private areas not including the street edge hardscape and landscape.

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3

GENERAL SITE and BUILDING DESIGN STANDArds

The Standards in this section are applied throughout Symphony Park. Design Standards for signage, fenestration, awnings, parking structure design, parking structure wrapping, landscape materials, lighting and streetscape elements and many other features are individually discussed. Photos illustrate acceptable comparable approaches that will be considered. Standards are shown as one of three types:

REQUIRED These are the compulsory standards described by the word "shall," as in "shall be" or "shall do."

RECOMMENDED These standards are strongly encouraged and strongly enforced, although subject to negotiation and interpretation, and are indicated by the word "should" rather than "shall."

ACCEPTABLE These standards are permitted and encouraged, with minimal or no limitations.

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3.1 Urban Design Principles

There are a set of basic urban design principles that provide the foundation for all architectural design and site planning in Symphony Park. The detailed Design Standards that are illustrated in the later pages of this section are summarized here to illustrate how they work together to create lively mixed use districts. They consist of building and site concepts that illustrate:

A. BUILDING/STREET/PEDESTRIAN INTERACTION
B. BUILDING SETBACKS AND STREET WALLS
C. PEDESTRIAN SIDEWALK ZONES
D. ARCHITECTURAL EXPRESSION

A. BUILDING/STREET/PEDESTRIAN INTERACTION

The success of Symphony Park in its architectural design begins with the positive relationship of the building to the sidewalk. Definition of building corners, entries and storefront to the sidewalk are highlighted here.

1 – Emphasize Corners: The corners of the blocks should have special prominence in the form of towers, street walls along build-to lines at the back of the sidewalk. (see section 3.13 Building Articulation)

2 – Building Articulation/Setbacks: to create outdoor active use areas to enhance the pedestrian environment.

3 – Pedestrian Rooms: On the sidewalk, as zones where walkers can find a refuge, sit and rest or wait for someone. (see Chapter 2.0 Streetscape and Open Space)

4 – Building Entrances: Oriented to the street and pedestrian environment, often recessed

5 – Storefronts: Transparent, attractive fronts at pedestrian level. (see section 3.8 Storefront Design)

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3.1 Urban Design Principles

B. BUILDING SETBACKS AND STREET WALLS

Going vertically, the building composition frames a street room with human scale at the podium base of the building, combined with a strong vertical architectural statement above.

1 – First Floor Active Uses: Active engagement with the sidewalk and continuing first floor height (16-20') above. (see section 3.7 First Floor Heights)

2 – Street Wall Enclosure: Up to 35-40' above the sidewalk, to shape the urban space at a pedestrian scale.

3 – Eyes on the Street: Opportunities for balconies and visual connections to the sidewalk-level activities

4 – Podium Setback: To distinguish the first floor and floors immediately above, a recognizable setback will be established at the 80' level.

5 – Lower Tower Setback/Amenity Deck: The top of the podium will be articulated by the top of the residential townhouse units and the amenity deck.

6 – Tower Setback: The lower tower on blocks so designated should occur at the 150' level so that views from the taller towers are not blocked.

7 – Tower and Roof Articulation: The tower should have articulated facades approximately every 10 floors, topped with an articulated roof as a terminating element.

C. PEDESTRIAN SIDEWALK ZONES
The sidewalks have several roles to play in the creation of a lively, diverse street-level pedestrian environment. By creating zones for the building, pedestrian movement and relaxing, a positive sidewalk-building relationship can be set up.

1 – Building-Related Zone: Transparent storefronts with visually-exciting displays, shade for pedestrians at store entries and outdoor merchandise display space. (see section 3.8 Storefront Design)

2 – Pedestrian Movement Zone: Enough space for pedestrians to move freely along sidewalks, on visually pleasing and environmentally-friendly paving materials.

3 – Pedestrian Room/Amenity Zone: Space for pedestrians to stop, sit and relax, trees for shade, pedestrian lighting, pedestrian amenities, news stands and bike racks the pedestrian room/amenity zone provides a buffer between traffic and pedestrian movement zone. (See streetscape section for specifics)

D. ARCHITECTURAL EXPRESSION
Architectural creativity can produce many different specific architectural expressions for buildings in Symphony Park. Some of the design techniques that will have the most impact on the buildings are illustrated in the diagram.

1 – Transparency: Greatest area of transparent glass should be at street level at storefronts—less transparency at the tower level. (see section 3.5 Building Fenestration)

2 – Materials and Column Alignment: These elements integrate tower and podium.

3 – Landscape to Building Relationship: Shade the top parking deck, creating better views from surrounding towers.

PAGE 48

3.2 Arcades

INTENT
To provide shaded space on the north sides of streets in Symphony Park. These spaces may take the form of arcades, which are linear spaces, open to the sidewalk, defined by the building soffit, the storefront and the structural column line of the building.

REQUIRED

3.2.1 Arcade Design
Depth and height of arcades shall follow the proportions shown in the diagram. The width shall comfortably facilitate pedestrian movement, access and visibility of ground floor businesses, and complement building architecture. The depth of the arcade measured from storefront to the exterior face of the structure shall be no greater than 2/3 of the height from sidewalk to arcade ceiling. The minimum depth of an arcade shall be 8'-0", from storefront to the back face of the columns. The height of an arcade shall be 16'0"–20'0". (photo 3)

3.2.2 Rear of Arcades
The rear enclosing walls of arcades shall consist of storefronts which are transparent to people on the sidewalk. Arcade columns and opening proportions shall allow maximum unobstructed visibility into ground floor uses. (photo 1)

3.2.3 Arcade Depth
The arcade shall not unduly visually separate the retail frontage from the pedestrian traffic.

REQUIRED

3.2.4 Arcade / Building Coordination
The exterior face of the columns should continue the plane of the building above. (photo 2,4)

3.2.5 Arcade Coordination with Adjacent Sidewalk
Sidewalk paving in the arcade should be compatible in materials and design with the adjacent sidewalk. (photo 4)

RECOMMENDED

3.2.6 Location of Arcades
Arcades are allowed where they will enhance the pedestrian environment by providing protection from the Las Vegas afternoon summer sun. They are allowable on the north side of West Clark, Carson, Bridger and Symphony Park Avenues (east-west streets).

3.2.7 Arcade Uses

Use of the arcade may include outdoor dining and outdoor displays of merchandise, if these do not block access to the building.

PAGE 49

3.3 Exterior Building Materials and Finishes

INTENT

To enrich the urban village in its visual and tactile qualities with materials, finishes, detailing and techniques that are timeless, durable, satisfying and sustainable. To brand Symphony Park as a sophisticated urban environment which reflects its desert environment and climate with a high quality exterior expression.

REQUIRED

3.3.1 Material Compatibility
Regionally-appropriate and compatible materials shall be used. Materials and colors shall be compatible with the desert environment, with the intent of reducing reflected heat and glare into exterior public areas. (photo 2,3)

3.3.2 Material Visual Amenity
The materials shall convey a high level of visual amenity that is commensurate with the urban character of the urban village. (photo 6,7)

3.3.3 Material Quality
Establish a consistent and high level of quality that is durable and appropriate to pedestrian contact at the street level. (photo 3)

RECOMMENDED

3.3.4 Material Combinations and Scaling
Consistent, carefully detailed combinations of material that contribute to the architectural scaling of the buildings should be used. (photo 5)

ACCEPTABLE

3.3.5 Material Evolution
Allow the evolution of the development to include new technologies and materials that contribute to the neighborhood character and environmental sustainability; architectural methods and materials that are energy and resource-responsible.

UNACCEPTABLE MATERIALS
E.I.F.S. (Exterior Insulated Finish System) or stucco at the retail level or street level. (EIFS or stucco are acceptable above the retail level of the base or higher, as approved by the Design Review Committee.)
Untreated wood siding
Concrete masonry units
Ornate wrought iron
The Design Review Committee will review all materials and may find other materials inappropriate.

PAGE 50

3.4 Awnings, Canopies and Shading

INTENT

To enhance the pedestrian environment aesthetically and create shade and comfort on the sidewalks
To enhance the pedestrian experience and attractiveness of the area
To create a pedestrian environment with visual interest.

REQUIRED

3.4.1 Awning and Canopy Compatibility
Awnings or canopies shall be an integral part of the architectural design of the buildings to which they are attached and should be compatible with the building. (photo 3,8)

3.4.2 Awning and Canopy Positioning
Awnings or canopies shall be positioned so that signage and views to businesses are not obstructed and so that substantial shade is cast onto the sidewalk at critical times of daytime sun exposure. Fire Department access to upper stories of buildings must be considered in size and placement of awnings, canopies and shading devices. (photo 1,10)

3.4.3 Awning and Canopy Projection
Awning or canopy projections shall be a minimum of 6 feet and not project beyond the back of curb. They shall not project into the tree or street light zones of the sidewalk. (photo 1). Caution, combustible awning materials may require sprinklers."

3.4.4 Awning Materials
Awnings or canopies shall be permanent fixed structures on street faces of buildings. Awnings may be movable (adjustable) on patio or mid-block pedestrian way-facing building frontages. In the case of fixed awnings, durable, high quality permanent materials shall be used. In the case of movable awnings, durable and flexible materials shall be used. Caution: combustible awning materials may require sprinklers. (photo 2,3)

3.4.5 Signage on Awnings
Signage, lettering, logos or other graphics shall not be placed on awnings. (photo 7,9)

PAGE 51
3.4 Awnings, Canopies and Shading

RECOMMENDED

3.4.6 Awning Color
Awnings should be solid color. If not solid color, awning colors and patterns must be approved by the Design Review Committee. (photo 7,9)

3.4.7 Placement of Awning and Canopy Supports
Awnings or canopies may be supported on the sidewalk in a design that is compatible with the main building. If supported on the sidewalk, the column shall be placed in the amenity zone of the sidewalk, located to allow pedestrian movement and to avoid conflicts with streetscape elements. (photo 5,8,11)

3.4.8 Awning and Canopy Coordination
Awning and canopy placement should be coordinated with adjacent development along the Promenade so that a consistent line of awnings or canopies is projected along the street. (photo 6)

3.4.9 Awning Diversity
Diversity in design of the awnings or canopies from building and block to the next is encouraged to reinforce a rich urban environment, but shall be within limits of compatibility with the architecture and the streetscape concept of the street. Designs shall be approved only after review by the Design Review Committee. (photo 11)

PAGE 52
3.5 Building Fenestration

INTENT
To give buildings human scale and relationship to the public environment
To provide some ability to see the activity in the buildings by day and night
To reinforce the differences between residential and commercial structures and uses.

REQUIRED

3.5.1 Street-Level Fenestration
Transparent glass storefronts shall be used on open street-level facades in order to insure the visibility of active uses, and to provide a lighter, more detailed and human-scale architectural expression along the sidewalk. (photo 3)

3.5.2 Minimum Street-Level Fenestration
Commercial building facades fronting on public streets at storefront level shall be not less than 70% vision glazing. A greater proportion of glass is appropriate at the street level. (photo 1,3)

3.5.3 Glass Reflectivity
Transparency and reflectivity of glass shall insure visibility from the sidewalk and minimize the glare that would be produced by highly reflective glass. Clear, low E or slightly tinted glazing should be used. Clear glass shall have a reflectance rating not to exceed .18. No first surface reflective glass coatings shall be permitted. (photo 3)

3.5.4 All-Glass Buildings
All-glass buildings (on all sides) shall not be presented, except as part of a sustainable design strategy which results in improved building environmental performance.

RECOMMENDED

3.5.5 Solar Performance

Upper Level facades on different exposures should be designed to reflect their solar exposure and performance. (photo 2)

ACCEPTABLE

3.5.6 Opaque Glass
Minimal use of opaque glass is acceptable to continue glazing patterns in areas where screening of structure, utilities or uses is required.

PAGE 53
3.6 Amenity Decks

INTENT
To provide residential blocks with private, accessible and usable outdoor open space on the top levels of parking structures. To create short range views of open space and designed landscapes on tops of lower buildings from surrounding towers in Symphony Park.
REQUIRED

3.6.1 Amenity Deck Facilities
Amenity decks shall be developed with at least one of several spaces and facilities useful to the residents of the block: tennis or other sports courts, swimming pools, changing rooms and ancillary facilities, landscaped areas, seating with shade and other similar facilities.

RECOMMENDED

3.6.2 Amenity Deck Microclimates
Amenity decks should be developed to provide at least partial shade at least part of every day during the hot portion of the year.

3.6.3 Views From Decks
Amenity decks should be designed with views of surrounding buildings in mind, as a branding and identity feature.

3.6.4 Size and Location
The developer should provide landscaped decks and/or other shade solutions on parking structures over at least half of the area of a parking structure. This deck shall hide parking to the extent possible, while creating shade for parked vehicles. The location of amenity decks will depend to some extent on the locations of towers and other structures.

PAGE 54
3.7 First Floor Heights

INTENT
To provide ground level building spaces that can house retail and restaurant uses with consistent building heights.
To create a lively pedestrian ambiance on the commercial streets.
To be flexible in housing alternative short-term ground floor uses.
REQUIRED

3.7.1 First Floor Heights
Consistent street level storefront heights of a minimum of 16'–20' shall be developed around each block. This height shall accommodate retail and restaurant uses. (photo 3,4,6)

RECOMMENDED

3.7.2 First Floor Architectural Elements and Scaling
Building facades should provide elements of architectural scale and proportion that relate to the storefront height, the overall building scale and the human scale of the pedestrian environment. (photo 1,2,5,7)

PAGE 55
3.8 Storefront Design

INTENT
To create individualized, attention-getting, well-designed showcases for shops and restaurants as a draw and amenity to Symphony Park.
To stimulate a high level of retail activity on the Promenade and other retail streets.

REQUIRED

3.8.1 Storefront Design
Storefronts and entrances shall support and enhance the pedestrian-oriented environment while giving identity to buildings and uses therein. (photo 1,2,3)

3.8.2 Storefront Entries
Storefront entry thresholds shall be at the adjacent sidewalk pavement level to facilitate shopper and visitor access. Entries should be closely spaced, and storefronts continuous to encourage continuous shopper and pedestrian movement. (photo 3)

3.8.3 Storefront Special Doors
Folding storefront doors, security devices and overhead rolling grilles shall be fully integrated into the storefront architecture and shall be hidden behind glazing and wall surfaces.

3.8.4 Building Entries
Building entries shall be recessed into storefronts where the storefronts face the street (typical condition).

RECOMMENDED

3.8.5 Storefront Scaling
Storefronts should be comfortably scaled and well-detailed to help break down the large façade of the building into smaller units. Large, unbroken surfaces are not recommended unless that is a design feature. Surfaces should be divided by mullions, awnings, signage, decorative elements and other devices. (photo 3)

3.8.6 Storefront Alignment
Storefronts should be aligned with the building build-to line, with exceptions for setback zones for outdoor seating. In no case shall the storefront extend into the sidewalk right-of way, except for overhead signage and awnings. (photo 1)

3.8.7 Storefront Facades
Facades should present a pattern of architectural variety through modulation of the wall plane, detailing, color, texture and materials. (photo 2)

3.8.8 Storefront Variety
A variety of storefront designs should predominate over a uniform series of storefronts. The objective is to create visually interesting and compelling environment that is expressive of the individual businesses along the street. Many small storefront units are preferable to a few long storefront units. (photo 2)

3.8.9 Opening to sidewalk
Accommodating the Las Vegas climate, storefronts and restaurant fronts should incorporate systems such as folding doors, folding glazing units, overhead doors and other devices to open the interiors more completely to the sidewalk. This is especially important on the Promenade.

PAGE 56

3.9 360 Degree Architecture

INTENT
To create an urban environment that is pleasing visually from all points of view, creating value for adjacent properties and for Symphony Park as a whole.

REQUIRED

3.9.1 360 Degree Design
All sides of a structure shall exhibit design continuity. There shall be no unimproved side to a structure. *(Ref: Las Vegas Commercial Development Standards Title 19.08.050).* (photo 1)

3.9.2 Primary Facade Design
Buildings shall relate to all orientations with high quality materials and details as described elsewhere in this section. All sides of a building shall have a design approach that makes them worthy to be a primary façade. (photo 3,4)

RECOMMENDED

3.9.4 Solar Consideration
Differing architectural design strategies should be incorporated for different solar and climatic orientation, and views. *See Section 3.1.6 on Solar Orientation.* (photo 2)

ACCEPTABLE

3.9.5 360 Degree Exceptions
Early phase buildings which will have later phase buildings abutting them may have building faces that are without fenestration or other primary façade design features. However, these building faces should incorporate some design features which will provide visual interest until such abutting building is built.

3.9.6 Parking / Building Relationships
Sides of a structure that directly abut a parking structure are exempt from this standard, at the places where the building and parking structure abut each other. Above the parking structure, the standards above apply.

PAGE 57

3.10 Roofs

INTENT
To make a positive contribution to the downtown skyline by visually terminating tower buildings with articulation which will help in reinforcing the spirit of Symphony Park.
To create opportunities for rooftop open space, minimizing the heat island effect.

REQUIRED

3.10.1 Rooftop / Building Systems
All rooftop building systems shall be incorporated into the building form in a manner integral to the building architectural form and material. (photo 1,4,5)

3.10.2 Mechanical / Communication Systems
All mechanical, electrical and communications systems shall be completely screened from view from surrounding streets, highways and other buildings with elements equal to or greater than the height of the equipment. (photo 1,4,5)

RECOMMENDED

3.10.3 Flat Roofs
Flat roofs and unarticulated building tops should be avoided, except for required heli pad or other code-required flat surfaces and rooftop open space on the upper base buildings. Roofs should be expressive of the spirit of Symphony Park, celebrative and honest expressions of the building's architecture.

3.10.4 Roof Form
Building roof forms should respect the context in which they are viewed, in terms of height, proportions, and views of the building from other buildings, especially the views from higher buildings. (photo 3)

3.10.5 Tower Roof Form
Building tops for Towers with architectural silhouettes which add definition to the skyline, with consideration given for views from buildings around the building in question, not only in elevation are encouraged. (photo 6,7)

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3.11 Parking Structure Design and Concealment

INTENT
To enhance the image and identity of Symphony Park through design of high quality parking facilities
To make parking a positive experience for all Symphony Park visitors, employees and residents
To minimize the visual and noise impact of parking structures
To enhance the quality and pedestrian experience of the Symphony Park streets.
To continue the active street front uses and minimize the visual and functional impact of parking, through wrapping active uses around parking structures

REQUIRED

3.11.1 Sloping Floors
Sloping floors of parking structure ramps shall not be exposed to public view from outside the structure.

3.11.2 Parking Impacts
Minimize the impact of vehicle noise, headlights, lighting and mechanical systems associated with parking facilities. These impacts shall be reduced by:
Keeping parking structures to the interior of the blocks wherever possible, hidden from view of the public right-of-way.
Using cutoff light fixtures to avoid direct light source views from public right-of-way and adjacent buildings. Exteriors of parking structures shall not be lit.

Screening mechanical systems from sight lines from public rights-of-way and adjacent buildings.
Screening headlights of cars from public rights-of-way and adjacent buildings.

3.11.3 Parking Structure Facades
Where parking structure facades are exposed, an architectural treatment shall be applied either expressing individual building fenestration, or a very contemporary architectural expression. Facades may also be screened by a variety of translucent architectural screen materials. Where parking structures separate towers and street level development the facade of the parking garage shall be treated as and occupied building space extending the architectural treatments from the tower or podium down to street level (see alternative 4 on page 60). (photo 1,2,3,4,5,9)

3.11.4 Wrapping Parking
Space and interest to the street shall be created by wrapping parking with retail, office and residential uses, and avoiding large blank walls or parking next to the street level sidewalk. (6,7)

PAGE 59
3.11 Parking Structure Design and Concealment

3.11.5 Garage Mass
Articulation in the wrapping facades shall occur both vertically and horizontally to break up mass and conceal parked cars from view from adjoining public space. (photo 10)

3.11.6 Visual Impacts
Use architecturally compatible finish materials and details with surrounding buildings and uses to minimize the negative visual impacts of parking lots and parking structures. (photo 3,5)

3.11.7 Solar Reflectance Index
A solar reflectance index (SRI) of a minimum of 29 for roofs (or shading) associated with parking will be required.

RECOMMENDED

3.11.8 Sight Lines
Parking must be screened or disguised with walls that emulate fenestration, or other architectural treatment to minimize the visual impact of the parking spaces or where parking spaces may be visible from the street from some angles. (photo 3.6)

3.11.9 Ground Floors
Create a walkable pedestrian-scaled neighborhood. Provide active pedestrian-oriented public uses on street-facing ground floors of parking structures where required by these criteria.

PAGE 60
3.12 Building-Parking Relationships

INTENT
To create positive relationships between parking structures and the spaces or buildings they abut.
To enhance the value ***of adjacent buildings and to create a more efficient site, maximizing parking and other uses.***

REQUIRED

3.12.1 Parking Noise and Vibration Mitigation
Structures Abutting Other Buildings: When structures directly abut inhabited buildings, in addition to the building code requirements for separation of uses, due care shall be taken to minimize transmission of noise and vibration from the parking structure to the other buildings, by acoustically isolating the structures from each other.

3.12.2 Parking Exposure to Open Space
Structures Adjacent to Open Spaces: Where structures are adjacent to interior open spaces, visibility of the structures must be a factor in design of the structures. The finishes and materials must meet the quality of the streetscape and landscape in the open spaces, walkways or courtyards.

3.12.3 Ventilation
Ventilation exhaust of parking structures shall not be directly into these open spaces, and the noise from fans and blowers shall be insulated from these spaces.

3.12.4 Lighting
Parking structure lighting sources must be shielded from visibility from the ground floor level of these structures, and from buildings directly across from the parking structures.

3.12.5 Amenity Decks
Amenity decks and other shading devices shall be developed on the top levels of all parking structures adjacent to residential uses.

ACCEPTABLE

3.12.6 Roof Design
Portions of decks may be developed as usable outdoor areas and portions may be developed as open roofs. Some top level parking may be visible from adjacent buildings.

Alternative Relationships of Parking Structures and Buildings
Typical blocks in Symphony Park have parking structures surrounded by office and residential buildings, usually with retail space on the ground floor. There are several different ways to approach the relationships of these use types.

Each of them achieves the goal of having active ground floor uses, a multi-level parking structure and an office or retail building above. These alternatives are shown here:

1. Building separated from parking structure by 30-40'-wide (variable) covered or enclosed atrium. Lower level building windows face into the atrium between the building and the parking structure. Retail uses can open to the atrium as well as the street.

2. Building separated from parking structure by 30-40'-wide (variable) open space. Lower level building windows face onto the open space between the building and the parking structure. Retail uses can open both ways.

3. Building built partially over the parking structure, with the lower building levels as half-floors, facing the street. An atrium or pedestrian passage separates the retail space from the parking structure.

4. Building built over the parking structure, with an elevator/ service core connected to the ground level. Retail space is tucked into the parking structure at the ground floor. Facade of parking structure shall be treated as and occupied building space above ground level retail space.

5. Building built immediately adjacent to the parking structure, with a pedestrian passage right behind the ground floor retail space. The lower floors of the building have fire separation from the parking structure, and no windows on that side until the building rises above the parking structure.

PAGE 61
3.13 Articulation

INTENT
To provide interesting and comfortable scale relationships of buildings through modulation of building massing—both surfaces and forms—contrasts in form, color and materials.

REQUIRED

3.13.1 Street Wall Requirements
Street walls shall include at least two variations in wall placement per 100 linear feet of street frontage. On the Promenade, this variation is only applicable at upper levels of the buildings facing the Promenade. Variations shall not be less than three feet in depth or projection and not less than four stories in height. These shall include variations in wall plane and building height. (photo 1)

3.13.2 Building Scale
The scale of taller buildings should be broken down by mixing materials, colors, textures and details in addition to the above variations. Variation in building scale shall relate to the scale and function of pedestrian-oriented uses along the street, and shall be integral with the building form and construction. (photo 4)

RECOMMENDED

3.13.3 Facade Variation
Facade variations should relate to the dimensions of room sizes, residential units and/or structural modules. Variations should emphasize primary building entries, important corners or significant architectural features. Building projections may extend beyond the build-to line up to 3'-0" but not impact the build-to line at ground level. (photo 3)

3.13.4 Balconies and Terraces
Balconies and terraces should be incorporated into vertical and horizontal shifts in building massing where possible. Balconies above the first retail floor may extend beyond the build-to line up to 6'-0". (photo 1)

3.13.5 Structural Elements
Building structural elements such as floors and columns, and fenestration should be articulated through changes in plane, use of decorative and functional elements such as sills, lintels, muntins, pilasters, piers, and other elements. (photo 3)

3.13.6 Building Corners
Building corners at street intersections should be enhanced through special corner treatments such as towers, special roof shapes and taller building sections. (photo 5)

3.14.7 Setbacks by Height
Setbacks and horizontal tower articulation should be introduced beginning at the 150' height and every 10 floors to the top of the building.

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3.14 Solar Access and Shading

INTENT
To provide a comfortable and safe indoor and outdoor environment by managing solar access and shading through architectural design of buildings and the urban design framework of streets.

REQUIRED

3.14.1 Providing Microclimates
Building heights shall take advantage of solar orientation, and shall create comfortable micro climates at the street level that protect from prevailing winds, afford summer shade and winter sunshine.

3.14.2 Shading Pedestrians
Buildings and pedestrian ways on the north sides of streets shall be protected by awnings and/or arcades along 75% of the length of the sidewalk to provide options for walking in the shade. (photo 3)

3.14.3 Shading Submittal Requirements
Solar shading diagrams indicating solar shading and access through architectural design shall be submitted for review by the Design Review Committee.

RECOMMENDED

3.14.4 Building Orientation
Building orientation, height and bulk should provide for sun to reach the ground, neighboring buildings and other pedestrian levels in cold weather. (photo 1)

3.14.5 Minimizing Heat Gain
Building orientation should respect the climatic conditions by minimizing heat gain and considering the impact of shade on adjacent land uses and areas.

3.14.6 Facade Treatment
The façade treatment should be unique to the solar orientation; the south and west facades should be more opaque with a punched window expression (or louvered and screened), and the east and north facades should have more lightness and greater expanses of glass. See the section on Fenestration.

3.14.7 Protection Building Entries
Building entries should be sun-protected.

3.14.8 Facade / Building Articulation
A high degree of building articulation will provide more opportunities for shading external building spaces (such as rooftop courtyards) with external building features such as overhangs, balconies, shading devices, etc. (photo 1,4,5)

PAGE 63

3.15 Solar Orientation

INTENT
To create environmentally responsive and responsible buildings with respect to solar orientation
To create comfortable site conditions for everyone using outdoor spaces.
In this section, standards for solar orientation and shading relate to the external performance of the building with respect to its site, the public right-of-way, and neighboring buildings.

REQUIRED

3.15.1 Year-round Solar Orientation
Buildings shall create comfortable micro-climates for all four seasons, minimizing or blocking uncomfortable winter winds and maximizing beneficial summer shading and air circulation. Building designs should include protected spaces and pathways to enable comfortable year-round use by visitors and residents. (photo 1,2)

3.15.2 Material Reflectivity
Buildings shall not contain gold glass or other highly reflective or mirrored glass which reflects excessive solar heat and light onto the site, other buildings or onto the public right-of-way.

3.15.3 Shading Cross Streets and The Promenade Place
Buildings on the south side of the cross streets shall shade the sidewalks and landscaped areas on the south sides of those streets. They shall do this with their height and setbacks. Buildings on the west side of the Promenade shall shade the Promenade from noon through the afternoon during the hottest part of the year. (photo 1)

3.15.4 Winter Shade
Buildings should minimize the impact of winter shade on adjacent buildings, to the extent possible.

RECOMMENDED

3.15.6 South / West Sun Protection
East, south and west faces of buildings which face the sidewalk should have sun protection in the form of awnings and/or canopies. See the section on Awnings, Canopies and Shading. (photo 3)

ACCEPTABLE

3.15.7 Arcades
Arcades are permitted on the north sides of the cross streets, to provide shade on the north sides of these streets. See the section on Arcades.

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3.16 Building and Site Signage

INTENT
To provide clear identification of businesses and buildings
To add visual interest and delight to Symphony Park
To maintain a pleasing visual relationship between the function of identification and the architecture of Symphony Park

REQUIRED

3.16.1 All signs, regardless of section, will need to have the approval of the Design Review Committee.

3.16.2 Relationship to Las Vegas Zoning Code
The design, installation and maintenance of all signs shall be in conformance with Las Vegas Zoning Code Chapter 19.14 SIGN STANDARDS, as revised and amended, except as noted in this section of the Symphony Park Design Standards.

3.16.3 Reviewing and Approving Body
The approving body shall be the Symphony Park Design Review Committee, described on page 104. The Design Review Committee shall be referred to instead of "the City" or "the Department" or "the Director" (of Planning).
Each section of the Sign Standards is noted herein, with a notation of the adoption of the section in the Design Standards (meaning it is required), the deletion of certain sections (meaning this section is not required), or the revision of each section (by text in this Standards document).

3.16. 4 Required Zoning Code Sections
19.14.010 Conformance and Purpose
19.14.020 General Requirements
19.14.030 Exempt and Prohibited Signs
19.14.050 Signs Allowed in All Districts Except as Limited
19.14.090 Only paragraphs B, F, G and H are acceptable
19.14.110 Signs in Public Rights-of-Way
19.14.120 Certificates and Permits
19.14.130 Master Sign Plan
There shall be a master sign plan for each block identifying signage for each building and business
19.14.140 Certain Illegal and Abandoned Signs
19.14.150 Appeal

19.14.160 Nonconforming Signs
19.14.170 Violations, Remedies, Penalties
19.14.180 Illustrations

3.16.5 Deleted Zoning Code Sections (items not permitted unless by reference in Design Standards).
19.14.040 Signs Permitted Without a Certificate
19.14.070 Residential Protection Standards
19.14.080 Historic Signs
19.14.100 Off-Premise Signs
19.14.110 Signs in Public Right-of-Way

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3.16 Building and Site Signage

3.16.6 Dimensional and Other Standards for Symphony Park
Section19.14.060 of the Las Vegas Zoning Code is replaced by this section of the Design Standards for Symphony Park, as described herein. Signs not mentioned in this section are not permitted.
5.A ARCADE SIGNS
One business per entrance, 8 SF, min. ht. 8', external illumination
5.B AWNING SIGNS
No awning signs shall be permitted
5.C CANOPY SIGNS
One sign per canopy, 25% of area of face of canopy, internal or external illumination
5.D FREESTANDING SIGNS
No freestanding signs outside the building except parking and traffic directionals shall be permitted
5.E MONUMENT SIGNS
One per street frontage, 75 SF per sign, 10' high, on or behind build-to line, internal or external illumination
5.F PROJECTING SIGNS
One per entrance, 32 SF, height of first floor, 8' minimum ht., maximum 8' projection from building face
5.G WALL SIGNS
One per building face, 2% of building wall area for building, 1% maximum for building tenant, one tenant per building, may project to no closer than 2' below top of parapet, 4' projection, internal or external illumination
5.H WINDOW SIGNS
No window signs shall be permitted except for minor tenant information such as hours of operation or emergency contact info.
5.I MARQUEE SIGNS
One per building elevation, 20% of building elevation, may extend to 2' below top of parapet and over sidewalk to 5' back of curb, min. ht. 8'
5.J CONSTRUCTION AND REAL ESTATE SIGNS
Temporary construction and real estate signs are permitted on the same site as the approved development and on the construction fence subject to the provisions of the Downtown Centennial Plan and SP-DRC approval.
5.K DIRECTORY/DIRECTIONAL SIGNS
Freestanding or building mounted tenant or use directory or directional signs are only permitted inside the building line, at a maximum of 8 feet high, and subject to SP-DRC approval.
5.JL ROOF SIGNS
No roof signs are permitted.

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3.17 Building Lighting

INTENT
To provide illumination that complements the urban nature of Symphony Park
To provide aesthetic appeal and safety, promoting comfortable, safe pedestrian activity at night
To distinguish Symphony Park from the largely externally illuminated and bright night-time environment of The Strip

REQUIRED

3.17.1 Adjacent Property
Building lighting shall be shielded such that the light source is not directly visible from adjacent properties or the public rights-of-way. (photo 1,2)

3.17.2 Light Color
Light sources shall be color-correct types such as highpressure sodium and metal halide. Light types of limited spectral emission, such as low pressure sodium or mercury vapor lights are prohibited.

3.17.3 Lighting Levels

Minimum external building lighting levels at main building entries and stairs are 5.0 footcandles, and at loading docks, 15.0 footcandles.

3.17.4 Pole Mounted Fixtures
Site pole-mounted light fixtures shall not be used to illuminate buildings.

RECOMMENDED

3.17.5 Internal Building Lighting
Internal building lighting should be emphasized. External building lighting should provide definition of building massing and features such as entries. Light will be seen through windows, indicative of an urban, mixed use downtown. (photo 5,6)

3.17.6 Night Sky Preservation
Impact of building lighting on the night sky should be minimized where possible with cutoff and downward facing fixtures. (photo 2)

3.17.7 Lighting Fixtures
The emphasis on building lighting should be on the lighting effect, rather than on the fixtures as visible elements. (photo 4)

3.17.8 Lighting Power Consumption
All external lighting should be designed and located to reduce power consumption to its lowest practical level. Among the techniques to achieve this include: automatic shutoff after certain times of the early morning and daylight hours, switching localized for individual control, and avoidance of over-illumination on buildings.

ACCEPTABLE

3.17.9 Accent Lighting
Accent lighting of building entries or features is permitted.

3.17.10 Neon Lighting
Neon lighting is subject to review and approval by the Design Review Committee.

3.17.11 Prohibited Lighting Types:
Blinking, flashing or changing intensity lighting, except for temporary holiday displays
Any fixed light that produces incident or reflected light that is disturbing to the operator of a motor vehicle.
Any light that may be confused with a traffic control device.
Beacon or search light, except as a one-time event feature.

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3.18 Building and Site Security

INTENT
To protect the occupants of buildings from death and injury and to limit damage to buildings and their contents from hostile acts, while maintaining a desirable aesthetic for both buildings and sites (transparent design).
Three types of measures are listed; all are acceptable and recommended, none are required. The sole requirement is that all measures designed into buildings or the site not be primarily identifiable as security measures.

3.18.1 Site Security
Provide emergency communication required by the City of Las Vegas ordinance and CCTV surveillance of key areas, with communication link to metro.
Protect vulnerable areas with security measures such as alarms, card readers and cameras (photo 3,5)
Introduce appropriate levels of lighting to create a safe, comfortable environment without over lighting
Maintain lines of sight to parking lots, public areas and structures from adjacent buildings
Limit entrances into publicly-accessible buildings, especially after hours
Provide emergency call stations
Provide redundant utility systems to support life safety and rescue functions

3.18.2 Airborne Contaminants
Locate outside air intakes above ground level to prevent public access
Prevent public access to building roofs and to mechanical equipment on roofs
Secure return air grilles to prevent public access
Install HVAC control options with energy management and control to regulate airflow and pressures within the buildings
Isolate lobbies, mail rooms, loading docks and storage areas where quantities of contaminants may enter

Install air quality monitors to detect chemical, biological or radioactive substances and control air distribution
Install high efficiency building filtration systems to reduce consequences of release of toxic airborne material

3.18.3 Blast Mitigation
Utilize pavement, planter, bench, bollard and other street furniture designs that are structural barriers to unauthorized vehicles while providing visually appealing streetscape elements (photo 1,4,6)
Provide helicopter landing pads and rooftop emergency exits to allow alternative evacuation routes as required by the Building Code. photo 2)
Building design should incorporate flexible frames, blast-resistant materials, including interior materials and assemblies that protect building occupants from blast effects
Provide wall assemblies sufficient to protect utility and communications systems

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3.19 Storage, Equipment, Loading and Screening

INTENT
To minimize the negative visual and noise impacts of service and loading areas, trash storage and mechanical equipment on adjoining streets, public spaces and property.

3.19.1 Storage, Equipment and Loading Visibility
Loading docks, trash storage, service courts and mechanical equipment shall not be visible from public rights-of-way. (photo 5)

3.19.2 Screening and Buffering
Loading docks, trash storage, service courts and mechanical equipment shall be screened and/or buffered by a combination of walls, screens, louvers and/or other features which are integrated with the architecture of the buildings. (photo 1,4)

3.19.3 Parapet Profiles
Parapet profiles shall, at a minimum, equal the height of adjacent rooftop equipment and all mechanical and utility equipment (e.g., ducts, vents, fans, condensers, etc.) The inside of the parapet should be painted in colors compatible with the color of the roof. (photo 4)

3.19.4 Ground Mounted Utilities
Meters, electrical cabinets, transformers and switchgear shall be located within the building they serve. Ground-mounted utility vaults and detector check valves should be screened with landscape or incorporated into trash enclosures or street furniture elements.

RECOMMENDED

3.19.5 Enclosure / Screening
All permitted uses and their resulting products which are not required to be contained entirely within a fully-enclosed structure should be screened from view from streets and neighboring properties. (photo 5)

3.19.6 Area Drainage
Courtyard and areaways should be graded to catch and retain runoff and spills from vehicles, trash or other storage and operations in order to minimize runoff onto sidewalks, gutters and streets and paved surfaces.

3.19.7 Loading Area Circulation
Circulation and parking for service areas shall not disrupt the normal flow of on-street traffic. Off-street loading areas should be designed to include adequate space for ingress, egress and maneuvering.

ACCEPTABLE

3.19.8 Roof Utility Screening
Antennas, including but not limited to earth satellite stations, are permitted with specific approval of the Design Review Committee. Locations of antennas shall minimize their impact on the appearance of the immediate area. Antennas should be properly screened from public view and nearby taller buildings. (photo 4)

3.19.9 Ground Level Screening
Ground level screening may be provided by landscaping or landscaping in combination with walls, if it results in complete visual screening.

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4
CHARACTER of the BLOCKS

Each parcel and block is a unique opportunity to make a contribution toward the character of the high density, mixed use Symphony Park urban neighborhood. To succeed, each of the blocks must apply the design standards and intents of the standards described in Sections 1 through 3.

The specific applications of each design standard to each block from A through Q are described in three ways on facing pages for each block:

Design Standard Description Text description of each block, including the expected program, open space, vehicle access, view corridors, open space, and many other factors are briefly described.

Parcel Plan A parcel plan diagram for each block shows the plan view annotated with several graphic icons that represent various design directions that are generated by the Master Plan. Items such as lobby location options, permitted exposure of parking structures, active street frontages, tower location, open space and other desired features of each block are shown at their points of application.

Three Dimensional Model A perspective exploded view illustrates the relationships of the layers of the block to each other, and represents a building height and massing that corresponds to the program expected for each block. This view begins with subterranean parking, proceeds upward through street-level retail, town homes and podium parking, and topped in many cases by towers with view corridors and height recommendations. The Sketch up drawings that are the basis of these models are available to the applicant.

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4.1 Character of the Blocks

A2 – West Clark Avenue Entry

Objective:

This parcel has the important function of providing the first view of Symphony Park for people arriving from the south and a backdrop to the Lou Ruvo Alzheimer's Center. The buildings form part of the gateway into the site on West Clark Avenue and they also form an access courtyard between the Ruvo Center and the office buildings on West Clark Avenue. These buildings may have parking below the new buildings. This site may also be built out as a single building with parking above grade but fully screened.

Target Program
Office 300,000 SF
Parking 800 spaces below grade and levels 3-8
Note:|

A1 is the adjacent site, accommodating the Lou Ruvo Brain Institute with no parking on the site, this site is to accommodate all of the parking for A1.
The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a case-by-case basis.

A2.1 Pedestrian Circulation
Walkways are required from West Clark Avenue to the Lou Ruvo Center and from the Promenade Place to the Center. If the building is built as a single building, a pedestrian entrance shall still be provided through the building to visually connect West Clark Avenue to the Lou Ruvo Alzheimer's' Center.

A2.2 Active Frontages
Active street frontages are required on this site at the intersection of West Clark Avenue and Promenade Place and Grand Central Parkway. Commercial uses should front on West Clark Avenue or the walkway leading south from it or Promenade Place.

A2.3 Parking Access
Entries to parking may only be located on Grand Central Parkway and the Promenade Place. Both of these drives must meet in front of the Lou Ruvo Alzheimer's' Center in a courtyard which will serve all the buildings on this block.

A2.4 Open Space and Amenities
The space around the Lou Ruvo Center is to be kept open for optimum views of the building. An auto access courtyard in the center of the parcel will focus all three buildings on a central plaza area.

A2.5 Tower Locations
Two towers can be located on either side of the north-south walkway, symmetrically framing the entrance to the Lou Ruvo Alzheimer's' Center. A single tower may be located at the Grand Central Parkway corner or Symphony Promenade Place Corner.

A2.6 Build-To Lines and Setbacks

Setback zones are allowed facing Promenade Place and on Grand Central Parkway. An open space is required at the intersection of West Clark Avenue and Promenade Place. At the base of the building the allowable setback shall not exceed 10'-0" and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

A2.7 View Corridor
A wide view dual access corridor shall be kept open from West Clark Avenue to the Lou Ruvo Alzheimer's Center. In the case of one building, clear views must be maintained through the lobby at ground level.

A2.8 Concealed and Exposed Parking
Parking structures above grade to all center shall not be exposed to any views except along Grand Central Parkway. If above grade, structures shall appear to be office uses.

A2.9 Tower Height
Building heights for two towers should be equal. Buildings are expected to be approximately 13 stories.
NOTE : One tower may be built on the site rather than the pair shown. Final building heights will be subject to review and approval by the Design Review Committee.

A2.10 Courtyard
Through access from Grand Central Parkway to the Promenade shall be limited to emergency vehicles only, controlled by a physical means to be determined.
The courtyard is to be approximately 100' x 100', and is to be a combined auto drop-off and pedestrian courtyard.
Parking in the courtyard shall not be permitted except for drop-off.
Parking and service access shall be as close as practical to Grand Central Parkway and Promenade Place.
Grading in plaza shall be established to eliminate curbs in this area.
The courtyard shall be landscaped to characterize the space as primarily a pedestrian and drop-off space.
Limitations on delivery times for the buildings on A1 and A2 should be explored to minimize conflicts between the drives and the courtyard/drop-off.

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4.2 Character of the Blocks

B – West Clark Avenue/Discovery Symphony Park Avenue

Objective:
This parcel forms the northern half of the gateway from Grand Central Parkway onto West Clark Avenue, and at its north end, it is also half of the gateway into Symphony Park from Symphony Park Avenue. It fronts along The Promenade Place, and has active retail on its east street front. Its uses are primarily office space and retail. It forms the entry to the Symphony Park Civic Axis along Symphony Park Avenue.

Program Shown
Residential 282 units
Office 331,500 SF
Retail 49,670 SF
Parking 2350 spaces

Note:
The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a case-by- case basis.

B.1 Pedestrian Circulation
The major pedestrian movement is along The Promenade Place and the Civic Axis adjacent to Symphony Park.
No pedestrian walkways are required within the site.

B.2 Active Frontages
Active uses shall be located on the north end of the Grand Central Parkway frontage, extending along the Civic Axis, wrapping around the corner to Promenade Place.

B.3 Tower Locations
Two towers shall be located on the block at the north and south ends of the parcel.

B.4 Build-To Lines and Setbacks
Setback zones are allowed facing Grand Central Parkway and along West Clark Avenue. Build-to lines shall be maintained on Symphony Park Avenue, wrapping around to Grand Central Parkway and Promenade Place. At the base of the building the allowable setback shall not exceed 10'-0" and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

B.5 Parking Access

Parking access may be brought in from Grand Central Parkway, Promenade Place, West Clark Avenue and one point only on Symphony Park to structured parking between the office buildings.

B.6 Concealed and Exposed Parking
Parking shall not be exposed except along portions of Grand Central Parkway. Along other frontages of the parcel, parking shall be wrapped with active uses, office uses or residential units.

B.7 Open Space and Amenities
An open space shall be developed in front of the lobby entrance on the north side of T 2.

B.8 Base of Towers
The two towers will appear to begin at ground level on the corners of the walkway at West Clark Avenue, and on Promenade Place.

B.9 Tower Height
There is no maximum height of towers T 1 and T 2. The lower tower is to be no more than 150'.

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4.3 Character of the Blocks

C – West Symphony Park Avenue North Side Entry

Objective:
Parcel C is the northern half of the gateway into the site from Grand Central Parkway. The parcel's uses are primarily residential and retail, and it forms a part of the street wall definition of Symphony Park at the entry into the public space.

Program Shown
Residential 593 units
Retail 27,790 SF
Parking 1082 spaces
Note:
The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a case-by-case basis.

C.1 Pedestrian Circulation
The major pedestrian movement is along The Promenade Place and the Civic Axis adjacent to Union Symphony Park.
No pedestrian walkways are required within the site.

C.2 Active Frontages
Active street frontages shall be developed along Symphony Park Avenue and Promenade Place, potentially wrapping around the corner on West Bridger Avenue.

C.3 Tower Locations
Two towers shall be located on the north and south sides of the site. The southern tower (T1) shall be set back an equivalent distance from Discovery Drive as the northern tower (T2) on Parcel B. The northern tower is not required to set back, but may be set back within the setback zone.

C.4 Build-To Lines and Setbacks
Setback zones are allowed facing Promenade Place and on Grand Central Parkway. Build-to lines must be maintained on the Symphony Park Avenue corners of the site. Minor setbacks are allowed on Symphony Park Avenue, but the majority of the street wall shall be at the back of sidewalk. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

C.5 Parking Access
Parking access shall only be brought in from Grand Central Parkway, West Bridger Avenue and Symphony Park Avenue. Parking is in a structure adjacent to and under the office buildings.

C.6 Concealed and Exposed Parking
The parking structure shall not be exposed except on a portion of Grand Central Parkway. On other frontages, parking shall be wrapped with active uses and residential units.

C.7 Open Space and Amenities
An open space amenity deck or other shading and screening devises should be developed on the roof of the parking structure.

C.8 Base of Towers

The two towers will have their bases sitting on a podium level behind lower residential units.

C.9 Axes and Views
The two towers shall be positioned so that sites to the east have views to the west between them, and that the towers have views past each other.
C.10 Tower Height
Lower tower height is limited to 150'. There is no maximum tower height for T 1 and T 2.

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4.4 Character of the Blocks

D – Grand Central Block (North of C)

Objective:
This parcel fronts on Grand Central Parkway and The Promenade Place, as well as two east-west neighborhood streets. Its primary role is to be a residential parcel as part of the neighborhood, as well as part of Promenade Place's street front retail frontage.

Program Shown
Residential 328 units
Retail 11,960 SF
Parking 791 spaces
Note:
The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a case by- case basis.

D.1 Pedestrian Circulation
The major pedestrian movement is along Promenade Place, with minor movement along Carson and Bridger Avenues. No pedestrian walkways are required on the interior of the parcel.

D.2 Active Frontages
Active street frontages shall be developed along The Promenade Place, potentially wrapping around the corners on Bridger and Carson Avenues. Second level retail or restaurant space may be developed on the corners of the site.

D.3 Tower Locations
Two towers shall only be located on the north and south sides of the site. Towers T 1 is not required to be set back; it should be brought to the sidewalk level.

D.4 Build-To Lines and Setbacks
A setback zone is allowed facing Promenade Place, along Grand Central Parkway and wrapping around to Carson and Bridger Avenues. The majority of the length of the street walls shall be built to the back of sidewalk along Promenade Place. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

D.5 Parking Access
Parking access shall only be brought in from Grand Central Parkway and Carson Avenue. Parking shall be in a podium. Service access shall be brought in from no more than 2 different locations.

D.6 Concealed and Exposed Parking
The parking structure shall only be exposed on a portion of Grand Central Parkway, wrapping around to Carson Avenue. On the remaining frontages, parking shall be wrapped with active uses and residential units. Parking shall not be exposed directly under a tower.

D.7 Open Space and Amenities
An open space amenity deck should be developed on the roof of the parking structure.

D.8 Base of Towers
The tower will have its base beginning at the ground level on the West Carson Avenue frontage.

D.9 Axes and Views
The tower shall be positioned so that sites to the east have views to the west.

D.10 Tower Height
There is no maximum height for Tower T 1.

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4.5 Character of the Blocks

E - City Parkway

Objective:

This parcel is a key Gateway parcel, part of the introduction to Symphony Park from City Parkway, across Grand Central Avenue. An iconic high rise office tower is expected on this parcel, with lower, perhaps multi-level retail and an internal parking structure podium wrapped by retail space facing onto a midblock pedestrian promenade.

The ***Promenade Place as a pedestrian and visual access and connection to Parcel Q and to Promenade Place continued to the south is a key linkage from Fremont Street and the Gateway entertainment uses to other parts of Symphony Park.***

Program Shown

Office 500,000 SF
Retail 152,192 SF
Parking 2000 spaces

Note:

The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a case-by-case basis.

E.1 Pedestrian Circulation

The major pedestrian movement is along the extension of Promenade Place, which will be an open mid-block plaza element through the parcel to City Parkway. There will be some pedestrian activity along City Parkway.

E.2 Promenade Place Through the Block

The Promenade Place through the block should be open air but if covered shall be open to the pedestrian traffic at each end, shall be light, airy and street like. The Promenade Place through the block may be designed slightly differently then the rest of the Promenade Place but maintain basic tree planting and material character.

E.3 Active Frontages

Active street frontages should be developed along Promenade Place, potentially wrapping around the corner on Carson Avenue. Second level retail or restaurant space may be developed on the corners of the site.

E.4 Tower Location

An office tower may be located on the north end of the site. It should relate directly to the open space on the other side of City Parkway on Parcel Q. The tower should rise directly from the sidewalk level.

E.5 Build-To Lines and Setbacks

The faces of buildings should extend the visual line of the faces of buildings along Promenade Place. Setback zones are allowed facing Promenade Place and on Grand Central Parkway. The majority of the length of the street walls shall be built to the back of sidewalk. Promenade Place presents a special opportunity to create retail and restaurant exposure to this street-width plaza. The low retail/restaurant pavilion across Promenade Place should optimize use of the east side of Promenade Place open space. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

E.6 Parking Access

Parking access will be from Grand Central Parkway and Carson Avenue. Parking will be in a podium south of the office building.

E.7 Concealed and Exposed Parking

The parking structure shall not be exposed except to Grand Central Parkway and to Carson Avenue. On other frontages the parking structure shall be wrapped with active uses.

E.8 Open Space and Amenities

An open space amenity deck or other shading and screening devises should be developed on a portion of the roof of the parking structure.

E.9 Base of Tower

The tower will have its base beginning at the ground level on City Parkway at Grand Central Parkway.

E.10 Axes and Views

The view through the site along Promenade Place shall not be obstructed. The tower shall be a compact form so as to minimize the obstructions to views from the site and to other buildings on the site.

E.11 Tower Height

There is no maximum height for the Tower T 1.

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4.6 Character of the Blocks

F/G - Middle Neighborhood Block

Objective:

This parcel is an internal residential neighborhood parcel with active retail edges along City Parkway and The Promenade Place. The unit types in this parcel are town house types combined with a residential tower, in contrast to the higher residential towers along Grand Central Parkway and City Parkway.

Program Shown

Residential 280 units
Retail 41,470 SF
Hotel 250 rooms
Parking 898 spaces

Note:

The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a case-by-case basis.

F/G.1 Pedestrian Circulation

The major pedestrian movement is along Promenade Place and City Parkway. A walkway across the Union Commons park in the interior of the parcel shall connect Promenade Place and City Parkway. This walkway shall have enough width and open configuration to allow and encourage unimpeded pedestrian movement across the block between Promenade Place and City Parkway. Other pedestrian walkways to the interior of the block may be created from the surrounding streets.

F/G.2 Active Frontages

Active street frontages shall be developed along Promenade Place and City Parkway. Second level retail or restaurant space may be developed on the corners of the site. Retail frontage shall be developed along City Parkway.

F/G.3 Tower Locations

Residential towers shall be located on the north end and south ends of the site. The towers shall establish their bases at the podium level. They are not required to be set back.

F/G.4 Build-To Lines and Setbacks

Buildings shall be built on the build-to line along Promenade Place to maintain a strong definition of this street space. Buildings may be setback within the setback zone along City Parkway. The majority of the length of the street walls shall be built to the back of sidewalk along this street. At the base of the building the allowable setback shall not exceed 10'-0" and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

F/G.5 Parking Access

Parking access shall only be brought in from City Parkway in the vicinity of West Bridger Avenue. Parking is underground on this parcel.

F/G.6 Exposed Parking

Parking structures shall not be exposed on this parcel.

F/G.7 Open Space and Amenities

Ground level open space shall be developed as a private park, identified as Union Commons. This park is for the use of the surrounding neighborhood and visitors, as well as residents of Block F/G. The park may be gated for resident use even though it will be a public visual amenity. Design and final size should be a function of the final architectural design of adjacent buildings.

F/G.8 Bases of Towers

The north tower shall have its base beginning at the podium level on the Carson Avenue frontage. The south tower (T1) shall begin on a podium in a position fronting Symphony Park.

F/G.9 Axes and Views

A view and access across the parcel between Promenade Place and City Parkway shall be kept open to visual and walking access.

F/G.10 Tower Height

There is no maximum height for T 1 or T 2.

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4.7 Character of the Blocks

H/I – Performing Arts Center

Objective:
This is the Performing Arts Center parcel, facing onto Symphony Park and the Civic Axis. The west side of the parcel will have retail and restaurant uses facing onto Promenade Place. The back of the parcel shall contain service and office space.

Program Shown
Performing Arts Center 586,000
Office 13,000 SF
Note:
The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a caseby- case basis.

H/I.1 Pedestrian Circulation
The major pedestrian movement and the building's main access shall be from the Symphony Park (north) side of the site. No other pedestrian circulation is required internal to this site, except in the building.

H/I.2 Active Frontages
Promenade Place side of the site shall have active retail or restaurant uses facing Promenade Place.

H/I.3 Build-To Lines and Setbacks
A build-to line shall be established along Symphony Park (front entrance) side of the site to maintain a strong definition of this street space. Setback zones are allowed on City Parkway and on Promenade Place. The majority of the length of the street walls shall be built to the back of the sidewalk along this street. The building may extend beyond the back-of-sidewalk line (over the sidewalk) at upper levels, but not at the sidewalk level. The sidewalk level on Symphony Park Avenue is to be kept open as a pre and- post-function outdoor circulation space. At the base of the building the allowable setback shall not exceed 10'-0" and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

H/I.4 Parking and Delivery Access
Parking access to the West Clark Avenue side of Parcel H/I is shall be brought in from Promenade Place and/or City Parkway. Delivery access for the Performing Arts Center is to be brought in from Promenade Place and City Parkway. Truck docks are to be placed along this access between the two streets, sufficient for heavy truck access.

H/I.5 Open Space and Amenities
The open space of the site shall be focused on the sidewalk in front of the main entrance to the Performing Arts Center, facing Symphony Park.

H/I.6 Axes and Views
The view of the front of the Performing Arts Center from the Civic Axis should be maximized.

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4.8 Character of the Blocks

J – West Clark Avenue South Side

Objective:
This is a hotel and office site fronting on West Clark Avenue, just east of the Lou Ruvo Alzheimer's' Center. It also has a frontage on the section of Promenade Place which is not required to be an active frontage.

Program Shown
Office/Medical 166,000 SF
Hotel 500 rooms
Parking 1185 spaces
Note:
The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a case-by-case basis.

J.1 Pedestrian Circulation
The major pedestrian movement is along West Clark Avenue. No pedestrian walkways are required on the interior of the parcel.

J.2 Active Frontages
There shall be active frontages along West Bridger Avenue, wrapping around the corner on Promenade Place. Second level retail or restaurant space may be developed on the corners of the site.

J.3 Tower Locations
Two towers shall be located on the block—on the east and west sides of the site. The west (hotel) tower from its hotel base and the east (office) towers shall establish their bases at the podium level.

J.4 Build-To Lines and Setbacks
Setback zones are allowed facing Promenade Place and West Clark Avenue. The majority of the length of the street walls shall be built to the back of sidewalk. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

J.5 Parking Access
Parking access shall only be brought in from Promenade Place, at the mid-parcel from West Clark Avenue and from an extension of City Parkway on the east side of the block. Parking shall be in a podium under the east tower and east of the hotel tower.

J.6 Concealed and Exposed Parking
The parking structure shall only be exposed on a portion of Bonneville Street east of the hotel tower. On other frontages, the parking shall be wrapped with hotel uses and active uses.

J.7 Open Space and Amenities
The building setback on West Clark Avenue shall create a linear open space which widens as it approaches Parcel K at City Parkway. T his shall be a landscaped sidewalk/plaza for the hotel and the office tower and act as the central amenity space for this medical/office district. (See Streetscape Section) An open space amenity deck or other shading and screening devises should be developed on the roof of the parking structure.

J.8 Base of Towers
The east (office) tower shall have its base beginning at the podium level on West Clark Avenue. The west (hotel) tower shall have a base beginning at the podium level.

J.9 Axes and Views
The two towers shall be positioned so that sites to the north have views to the south between them, and so that the towers have views past each other.

J.10 Tower Height
There are no maximum heights for Tower T 1 or T 2.

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4.9 Character of the Blocks

K - Southeast Corner Block

Objective:
This parcel is at the SE corner of West Clark Avenue and City Parkway, and plays a role in terminating the axes of both of these streets. It is primarily an office parcel. Passing immediately in front of this parcel is the access to the pedestrian bridge across Bonneville Street to the Clark County Government Center.

Program Shown
Office 175,940SF
Parking 1080 spaces
Note:
The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a case-by-case basis.

K.1 Pedestrian Circulation
The major pedestrian movement is along the extension of City Parkway, which will be an open plaza element through the parcel, continuing on to a possible pedestrian bridge to the Clark County Government Center. Other pedestrian activity shall be focused at the northwest corner of the site.

K.2 Active Frontages
No active frontages are required on this site. Any active uses on this parcel should be at the northwest corner of the site, relating to City Parkway.

K.3 Tower Location
An office tower should be located on the west side of the site. It should rise directly from the parking podium.

K.4 Build-To Lines and Setbacks
The majority of the length of the street wall along City Parkway should be built to the back of sidewalk to frame the views down City Parkway. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

K.5 Parking Access
Parking access will be from an extension of City Parkway, at the south end of the site or from the extension of West Clark Avenue.
Parking will be in a podium east of the office building.

K.6 Concealed and Exposed Parking
The parking structure may be exposed to Bonneville Street, the railroad r.o.w. and a portion of the north edge of the site.
Elsewhere, the parking structure shall be wrapped with office or other active uses.

K.7 Open Space and Amenities
A sidewalk-level landscaped plaza should be developed on the northwest corner of the site at sidewalk level. An open space amenity deck or other shading and screening devises should be developed on the roof of the parking structure.

K.8 Base of Tower
The tower will have its base beginning at the ground level on City Parkway.

K.9 Axes and Views
A view of the tower from the south side of West Clark Avenue will be framed by other development along West Clark Avenue, including a setback of the street wall on Parcel J. The tower design should respond to this view at the end of the street.

K.10 Tower Height
There is no maximum height for T 1.

K.11 Pumping Station and Service Access
A pumping station and service access shall be provided on the southeast corner of the parcel.

K.12 Railroad Edge
See civil engineering drawings for railroad edge treatment.

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4.10 Character of the Blocks

L – South Site Civic Access

Objective:
This is primarily a residential parcel facing City Parkway on the west, the railroad r.o.w. on the east, and the park transition over the rail tracks on the north (Parcel M). Retail and restaurant uses face onto City Parkway at sidewalk level.

Program Shown
Residential 479 units
Retail 20,863 SF
Parking 1624 spaces
Note:
The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a caseby- case basis.

L.1 Pedestrian Circulation
The major pedestrian movement is along City Parkway. No pedestrian walkways are required on the interior of the parcel.

L.2 Active Frontages
Active street frontages should be developed along City Parkway, potentially wrapping around the corner on West Clark and s Symphony Park Avenues. Second level retail or restaurant space may be developed on the corners of the site.

L.3 Tower Locations
Two towers can be located on the north and south portions of the site. The southern and northern towers shall establish their bases at the sidewalk level. The towers are not required to be setback, but may be set back within the setback zone.

L.4 Build-To Lines and Setbacks
Setback zones are allowed facing Promenade Place and Wellness Way and Discovery Drive. The majority of the length of the street walls should be built to the back of sidewalk. At the base of the building the allowable setback

shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

L.5 Parking Access
Parking access can be brought in from West Clark Avenue and Symphony Park Avenue. Parking shall be in a podium under and between the office buildings.

L.6 Concealed and Exposed Parking
The parking structure may be exposed on a portion of railroad R.O.W. On the City Parkway frontage, parking shall be wrapped with active uses and residential units.

L.7 Open Space and Amenities
An open space amenity deck shall be developed on the roof of the parking structure.

L.8 Base of Towers
The northern and southern towers will have their bases beginning at ground level.

L.9 Axes and Views
The two towers shall be positioned so that sites to the east have views to the west between them, and so that the towers have views past each other.

L.10 Tower Heights
There is no maximum height for towers T 1 and T 2. There is a 150' maximum height for the lower towers.

L.11 Railroad Edge
See civil engineering drawings for railroad edge treatment.

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4.11 Character of the Blocks

M4 – Civic Access Block

Objective:
This parcel has no active uses at this time. It is a pedestrian open space, linear park and transitional space up to the railroad tracks between the Performing Arts Center and proposed City Hall. The park space is built over structured parking with entrances from City Parkway and s Symphony Park Avenues. The parcel is one of four M parcels, which, taken together make up the entire Symphony Park Civic Axis open space through the middle of the site. This is a possible site for a modest public use consistent with the site size and civic nature.

Program Shown
Parking 300 spaces
Note:
The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a case-by-case basis.

M.1 Pedestrian Circulation
The major pedestrian movements shall be along City Parkway, and up from City Avenue across the railroad r.o.w. to the proposed City Hall site. Pedestrian movement up to and across the tracks will be facilitated by steps, and potentially escalators or elevators as required by ADA regulations.

M.2 Parking Access
Parking access shall be from City Parkway along each side of the parcel, into the parking structure which will be under the linear park bridge connection on the west side of the railroad r.o.w.

M.3 Concealed and Exposed Parking
The parking structure shall only be exposed to the railroad r.o.w. On other frontages, the parking shall be wrapped with open space, stairs, walkways and landscape areas.

M.4 Open Space and Amenities
The parcel is the extension of the civic axis that connects Discovery Drive and Symphony Park through City Hall to the Federal Courts on Lewis Street.

M.5 Axes and Views
The view along the civic axis will be facilitated by a gradual step up in the open space levels so that views up and down along the crossing are unobstructed. An example is the view of the proposed City Hall across the tracks from Symphony Park.

M.6 Standards for Future Uses
At such time as future uses may be contemplated for this site, setbacks, heights, aces and views, circulation and pedestrian circulation will be established for this site.

M.7 Railroad Edge
See civil engineering drawings for railroad edge treatment.

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4.12 Character of the Blocks

N - North Side Civic Access

Objective:
A residential parcel similar to Parcel L, on the north side of the Parcel M adjacent to the tracks.

Program Shown
Residential 578 units
Retail 12,482 SF
Parking 966 spaces
Note:
The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a case-by-case basis.

N.1 Pedestrian Circulation
The major pedestrian movements are along City Parkway and across Parcel M. No pedestrian walkways are required in Parcel N.

N.2 Active Frontages
An active street frontage shall be developed along City Parkway, wrapping around the corners into the parking access streets on either side of the parcel.

N.3 Tower Locations
Two towers can be located on the north and south sides of the site. The southern and northern towers are not required to set back, but shall establish their bases at the podium level.

N.4 Build-To Lines and Setbacks
Setback zones are allowed facing City Parkway and the parking access streets. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

N.5 Parking Access
Parking access will be from the parking access streets to the north and south of the parcel. Parking shall be in a podium adjacent to the railway tracks.

N.6 Concealed and Exposed Parking
The parking structure may be exposed to the railway tracks. On other frontages, the parking shall be wrapped with active uses and residential units.

N.7 Open Space and Amenities
An open space amenity deck shall be developed on the roof of the parking structure.

N.8 Base of Towers
The south tower shall have its base beginning at the podium on City Parkway and the parking access street frontages. The north tower shall have its base beginnings at street level.

N.9 Axes and Views
The two towers shall be positioned so that views are maintained across the site between them, and so that the towers have views past each other.

N.10 Tower Heights
There is no maximum height for towers T 1 and T 2. There is a 150' maximum height for the lower towers.

N.11 Railroad Edge
See civil engineering drawings for railroad edge treatment.

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4.13 Character of the Blocks

O1 – Middle Avenue Block

Objective:
A residential parcel on City Parkway, similar to Parcels L and N in terms of uses and relationship to City Parkway.

Program Shown
Residential 406 units
Retail 26,882 SF
Parking 747 spaces
Note:
The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a case-by- case basis.

O1.1 Pedestrian Circulation
The major pedestrian movement is along City Parkway. No public pedestrian walkways are required within the parcel.

O1.2 Active Frontages
Active street frontages shall be developed along City Parkway, wrapping around the corners into the parking access streets. A grocery store may be developed along City Parkway.

O1.3 Tower Locations
Two towers shall be located on the north and south sides of the site. The southern tower may be set back from the south side of the site; however it shall establish its base at the podium along City Parkway. The northern tower is not required to set back. It shall establish its base at the podium along City Parkway and the parking access street.

O1.4 Build-To Lines and Setbacks
Setback zones are allowed on all sides of the parcel, along City Parkway and the parking access streets. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

O1.5 Parking Access
Parking access will be from the parking access streets to the north and south of the parcel. These are the extensions of West Bridger Avenue and West Carson Avenue. Parking is in a podium adjacent to the railway tracks.

O1.6 Concealed and Exposed Parking
The parking structure may be exposed to the railway tracks.
On other frontages the parking structure shall be wrapped with active uses and residential units.

O1.7 Concealing Parking Structure
The parking structure shall be wrapped on the City Parkway frontage with active uses at the street level and residential units above.

O1.8 Open Space and Amenities
An open space amenity deck shall be developed on the roof of the parking structure.

O1.9 Base of Towers
The tower will have their bases beginning at the podium level on City Parkway.

O1.10 Axes and Views
The tower shall be positioned on the east side of the site.

O1.11 Tower Height
There is no maximum height for Tower T 1.

01.12 Railroad Edge
See civil engineering drawings for railroad edge treatment.

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4.14 Character of the Blocks

O2 – South of Gateway Block

Objective:

A residential, retail & entertainment parcel facing City Parkway.

Program Shown
Residential 243 units
Retail/Entertainment 4,068 SF
Parking 472 spaces
Note:
The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a case-by-case basis.

O2.1 Pedestrian Circulation
The major pedestrian movement is along City Parkway. No pedestrian walkways internal to the parcel are required.

O2.2 Active Frontages
Active street frontages shall be developed along City Parkway, wrapping around the corners into the parking access streets.

O2.3 Tower Location
The tower is to be located on the front (street side) of the parcel. It will be architecturally expressed as a building that originates at the sidewalk level rather than at the podium.

O2.4 Lobby Location
The lobby location shall be at or near the southwest corner of the parcel.

O2.5 Build-To Lines and Setbacks
A setback zone is allowed along the parking access on the north side of the parcel. Build-to lines are important to maintain on the City Parkway and south side of the parcel. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

O2.6 Parking Access
Parking access will be from the parking access streets to the south of the parcel. Parking is in a podium under the building and adjacent to the railway tracks.

O2.7 Concealed and Exposed Parking
The parking structure shall only be exposed to the railway tracks and the rear portion of the parking accesses. The parking structure shall be wrapped with active uses along the City Parkway frontage. The retail on City Parkway may be two or more stories in height.

O2.8 Open Space and Amenities
No open space is required interior to this parcel.

O2.9 Tower Height
There is no maximum height for Tower T 1.

O2.10 Railroad Edge
See civil engineering drawings for railroad edge treatment.

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4.15 Character of the Blocks

P – Gateway Block-South

Objective:
An entertainment/commercial and parking parcel facing City Parkway.

Program Shown
Retail 15,996
Parking 986 spaces
Note:
The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a case-by-case basis.

P.1 Pedestrian Circulation
The major pedestrian movement is along City Parkway. No pedestrian walkways internal to the parcel are required.

P.2 Active Frontages
Active street frontages shall be developed along City Parkway, wrapping around the corners into the parking access streets.

P.3 Tower Location
No tower is required on this parcel.

P.4 Build-To Lines and Setbacks
Setback zones are allowed along City Parkway and the parking access streets. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

P.5 Parking Access
Parking access will be from the parking access streets to the north and south of the parcel. Parking is in a podium adjacent to the railway tracks.

P.6 Concealed and Exposed Parking
The parking structure shall only be exposed to the railway tracks. The parking structure shall be wrapped with active uses along the City Parkway frontage. The retail may be two or more stories in height.

P.7 Open Space and Amenities
There are no open space requirements.

P.8 Railroad Edge
See civil engineering drawings for railroad edge treatment.

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4.16 Character of the Blocks

Q – Gateway Block-North

Objective:
This is a key Gateway parcel greeting arrivals from City Parkway. Along with Parcel E, this parcel will feature an iconic tower forming part of a gateway off City Parkway. A major element of this site is the large hotel tower envisioned for the west side of the site. Another major feature is the auto court that enters the site from City Parkway and provides the drop off and turnaround needed for the hotel and casino.

Program Shown
Hotel 1000 rooms
Parking 1170 spaces
Note:
The number of units, square footage and parking spaces planned for each block are generalizations.
The actual numbers shall be approved by City Council on a case-by-case basis.

Q.1 Pedestrian Circulation
The major pedestrian movement is along City Parkway. A pedestrian bridge through the parcel will bridge across the railway line to connect the site to Fremont Street and the entertainment district on the other side of the tracks. The pedestrian connection to Fremont Street at the pedestrian bridge level shall be very direct and open to the public through the site, not internalized to a hotel or casino.

Q.2 Active Frontages
Active street frontages should be developed along City Parkway and the pedestrian bridge.

Q.3 Tower Location
The hotel tower will be located at the north end of the site. It shall relate directly to the auto court, and form the gateway to the site together with the office tower on Parcel E . Tower T 1 should rise from the podium level rather than off the parking and retail podium.

Q.4 Build-To Lines and Setbacks
Setback zones are allowed on all sides of the parcel. At the base of the building the allowable setback shall not exceed 10'-0", and 80% of the face of the building shall be placed on the build-to line at the back of the sidewalk.

Q.5 Parking Access
Parking access will be from the parking access street to the south of the parcel and can also come in through the auto drive. Parking is in a podium to the north of the site, to the west of the hotel tower.

Q.6 Concealed and Exposed Parking

The parking structure shall only be exposed to the railway tracks. The parking structure elsewhere on the parcel shall be wrapped with hotel lobby, function areas and active uses.

Q.7 Open Space and Amenities
The auto court with its central median can be developed as an open space amenity. An elevated pedestrian bridge shall connect the auto court via a pedestrian bridge to development on the other side of the railway tracks.

Q.8 Base of Tower
The hotel tower should establish its base at the parking podium off the auto court, City Parkway and Grand Central Parkway.

Q.9 Axes and Views
Physical and visual access should be maintained along the pedestrian bridge spanning across the railway tracks.

Q.10 Tower Height
There is no maximum height for Tower T 1.

Q.11 Railroad Edge
See civil engineering drawings for railroad edge treatment.

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5.0 Design Review Process

Design Review
To ensure that each project in Symphony Park complies with the Design Standards, each project in Symphony Park will be reviewed with respect to its urban design, architectural and landscape design qualities, as measured by the Design Standards. A related goal is that each developer be directed toward the most beneficial planning and design approaches so that projects can proceed without undue delays.

The objectives of the Design Review process are:
To provide an equitable, orderly application of the Design Standards for all projects.
To implement the goals and requirements of the Master Plan,
To insure compliance with the Design Standards and the Master Plan, especially in regard to:
Establishment of a high quality urban planned community
Provision of the overall density, mix of uses, heights and building types as contemplated by the Master Plan and Design Standards.
To protect the City's capital investment in infrastructure.
To enhance the value of all property in Symphony Park by maintaining a high level of architectural design.
To provide timely, fair and firm design direction for each project, and to resolve differences in design approach between the developer, Newland Communities and the City of Las Vegas.

Design Review Committee
To review and evaluate each proposal and protect these values, the Symphony Park Design Review Committee (SP-DRC) is hereby created. The SP-DRC shall consist of five members, with two members to be appointed by Newland Communities, and one representative each from the Office of Business Development, the Planning and Development Department, and the Public Works Department. The SP-DRC may retain consultants as necessary to review plans for conformance to the design guidelines. The SP-DRC shall have the authority to adopt rules and regulations concerning its administrative procedures.
The design review process shall consist of the procedures listed below, (please see expanded Design Review submittal requirements from DRC):

1. Block Plan Review. The applicant will provide the SP-DRC with a submittal including conceptual plans of the first phases and subsequent block buildout for the block in question. Application for the review shall be made to the Office of Business Development, serving as support staff to the SP-DRC, and shall include the following information:

Site plan, including the location of all buildings;
Parking and access;
Pedestrian access and open space;
Conceptual elevations;
Computer-generated 3-D massing model (to enable the project to be seen from all sides and in context to the overall Symphony Park development);
Building program;
LEED Checklist (preliminary).
The SP-DRC shall have 30 working days from the date of submittal to make a recommendation on the submitted plans. The SP-DRC may make a recommendation of approval, approval with conditions, or denial. Upon making a recommendation, the SP-DRC shall provide the applicant with written notice of the decision; recommendations for

denial shall include the basis for the denial. Failure to make a recommendation within 30 working days by the committee shall constitute a recommendation of approval.

2. Design Development Review. Upon approval of the initial block plan, the applicant shall prepare design development drawings for review by the SP-DRC. Application for the review shall be made to the Office of Business Development, serving as support staff to the SP-DRC, and shall include the following information:

Site plan, showing all driveways and access points;
Grading plan;
Floor plans;
Elevations, showing key façade details;
Landscape and streetscape plans;
Materials, finishes and colors;
Site signage;
Refined computer-generated 3-D massing model;
Solar shading diagram;
LEED Checklist (with explanation).

The SP-DRC shall have 30 working days from the date of submittal to make a recommendation regarding the submitted application. Utilizing a development standards checklist, the SP-DRC may make a recommendation of approval, approval with conditions, or denial. Upon making a recommendation, the SP-DRC shall provide the applicant with written notice of the decision; recommendations for denial shall include the basis for the denial. Failure to make a recommendation within 30 working days by the committee shall constitute a recommendation of approval.

3. Site Development Plan Review. Upon approval of the Design Development Review application, the applicant shall submit a Site Development Plan Review application and any other required applications to the Planning and Development Department for review by the City of Las Vegas in accordance with the requirements of Title 19.18 of the Las Vegas Municipal Code. Applications will not be accepted unless accompanied by a letter with a recommendation for approval from the SP-DRC.

4. Construction Document Review. After receiving approval of the Site Development Plan Review application and any other required applications, the application shall submit construction documents for review by the SP-DRC. The construction documents shall be submitted to the Office of Business Development, serving as staff support for the SP-DRC, and shall be submitted prior to or concurrently with an application for a building permit. The SP-DRC shall have 30 working days from the date of submittal to make a recommendation regarding the submitted documents. The review by the SP-DRC shall be limited to the conditions of approval placed upon the project by the City of Las Vegas; any amendment to the approved plans shall be in accordance with the requirements listed in Title 19.18 of the Las Vegas Municipal Code. Upon making a recommendation, the SP-DRC shall provide the applicant with written notice of the decision; recommendations for denial shall include the basis for the denial. Failure to make a recommendation within 30 working days by the committee shall constitute a recommendation of approval. Building permits shall not be issued until the applicant provides a letter of recommendation for approval from the SP-DRC. (See page 14 for LEED requirements of this approval step.)

Review of Construction
The SP-DRC may review construction documents to ensure that approved developments are constructed in accordance with approved plans and drawings. Consultants may be retained by the SP-DRC to assist with construction document review.

Approval of Subsequent Phases
All building developments within any Block shall be developed as established in the Block Plans and related documents, except as changes may be mutually agreed upon in writing by the Design Review Committee. Newland Communities may submit different plans for Building Developments within such Block so long as such plans are in compliance with the Master Plan and other relevant terms and conditions.

Waivers to the Design Standards
Waivers to the Symphony Park Design Standards contained herein may be granted by the City Council upon a recommendation from the SP-DRC with clear and convincing evidence for demonstrated economic hardship or to further the City's redevelopment efforts. The SP-DRC is hereby authorized to approve minor deviations (as defined in the Glossary) from required standards, subject to a majority vote of the Committee.
Sign Waivers: The SP-DRC is hereby authorized to approve waivers from the standards contained in Subsection 3.16, other than prohibitions contained in Paragraph 3.16.5, if the applicant establishes that a waiver is warranted based upon the conditions specific to the parcel and the SP-DRC determines the waiver will not compromise the design objectives of the sign standards and will further the City's redevelopment efforts.

Amendments to the Design Standards

The SP-DRC may recommend amendments to these development standards, as warranted to address deficiencies or changes in development patterns. Changes to these standards shall be processed in the form of a T ext Amendment, in accordance with the requirements of Title 19.18 of the Las Vegas Municipal Code.

Permitted Uses – Parkway Center Development Standards Symphony Park
Permitted Land Uses :
Commercial Office, Class A, including without limitation:
Professional and General
High-Technology
Service
Research and Development
Major or Minor Medical

Flexible Office/Work Space, Class B, including without limitation:
Internet and high-technology incubators
Computer server farms
Internet backbone facilities
Light assembly and fabrication

Government/Public Office, including without limitation:
United States
State of Nevada
Regional Bodies and related
Clark County
City of Las Vegas
United States Post Office

Commercial/Retail, including without limitation:
General Retail
Restaurant/Delicatessen/Coffee Shop/Bakery/Banquet Facility/Catering Service
Health Club
Bank/Credit Union/Savings and Loan/Trust
Children's Day Care (fewer than 12 children)
Convenience Retail
Offices with frequent public access requirements
Trade Center/Wholesale and Retail Showrooms
Exhibition Space
Transportation Services, including without limitation: Transportation Center, helipad, monorail, gasoline facilities
Parking Facilities, including multi-level parking structures
Entertainment/Retail
Tavern, Supperclub, Restaurant Service Bars, Social Event with Alcoholic Beverage Sales, and beer/wine uses subject to special use permit
Convention/Conferencing Facilities/ Temporary Exhibitions
Non-Profit/Institutional, including:
Museums, Performing arts centers, Musical Theaters

Residential
High Density Residential, market rate, including without limitation:
Townhouses, flats, lofts, live-work units
Mid-Rise Housing
Courtyard/streetwall apartments or condominiums
Loft-style apartments or condominiums
High-Rise Housing apartments or condominiums

Hotels
Non-Gaming Hotels
Casino/Hotels, and non-restricted Gaming but only within the Gaming Enterprise Overlay District, as amended
Existing Interim Billboard Signs, to be removed or incorporated with adjacent development

Private Sidewalks: See "Outdoor Dining Standards—Private Sidewalk Areas" on page 134.

Communication Devices: Wireless Communication Facility, Stealth Design – building mounted only, subject to conditional use approval

Prohibited Land Uses :
Trailer Parks and RV Camps

Transient Sales Lots
Rental Storage Businesses, with outdoor storage
Contractors Plant, Shop and Storage Yard
Construction materials and Supply Yard
Auto Repair Garage
Asphalt and Concrete Batch Plants
Environmentally Hazardous Materials
Salvage or Reclamation Yards
Landfill
Outside storage
Trucking Company
Heavy Manufacturing
Towing and Impound Yards
Cold Storage Plants
Wholesale Distribution Centers
Sexually Oriented Businesses
Any other use that would otherwise be permitted as-of-right in Manufacturing (M) or Commercial Manufacturing (CM) zoning districts

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APPENDICES

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Using this Appendix

Using this Appendix in Conjunction with the Schematic Streetscape Design Package

The following references are keyed to streetscape elements identified in Section 2 of this document and the Schematic Streetscape Design package. The cover of Schematic Streetscape Design package is illustrated to the right.
The Schematic Streetscape Design package states that the Block developer is responsible for the implementation of all streetscape design shown from back of curb to build-to line, except the Centennial streetlights which may be built by the City of Las Vegas during the public street construction.
The schematic streetscape design has been completed for all streetscapes within the sixty-one acre Symphony Park. Schematic design has been completed in order to accomplish the following objectives:
A. Uphold the overall vision established by Newland Communities and the City of Las Vegas to develop a sustainable urban community;
B. Establish a unified and continuous streetscape layout, regardless of project phasing by individual developers;
C. Establish a consistent level of quality throughout the development;
D. Establish a consistent application of streetscape components and furnishings.
Refer to the Schematic Streetscape Design Package for further information.
Schematic design includes a number of fixed streetscape design elements that are required by all developers. These items are outlined within this appendix and labeled as "FIXED DESIGN DECISIONS." This schematic design document also includes flexible opportunities for design input that is expected of all developers. These items are outlined within this appendix and labeled as "FLEXIBLE DESIGN OPPORTUNITIES."

PV.1 Cast-in-Place Concrete at Pedestrian Area

INTENT
Maintain a consistent paving system across the 61 acre site that minimizes heat gain and artfully expresses the Las Vegas desert context.

Fixed Design Decisions
Color: 1% +/- Solomon 306 Canvas (test pour dependent)
Finish: Expose sands and fine aggregates with a light concrete retarder applied to the concrete immediately after it is poured. This treatment will result in a slightly rough, sand-textured feel to the concrete (test pour dependent).

Flexible Design Opportunities
Slight variations in the sand/aggregate exposure, analogous to the natural patterns of the desert, recall water and wind erosion. Refer to AR.3 - Art Opportunity in Pavement Design for more information. All designs and layouts to be approved by Symphony Park Design Review Committee.

Minimum Concrete Performance Criteria:
Strength @ 28 Days: 4500 PSI
Water/Cement Ratio: .45-.65
Cement : 5.2 sacs / CY
Cement Type : V
Fly Ash: 20% x 1.2
Aggregate Size: 3/8-3/4
Air Content : 5-7%
Slump : 1-4" Maximum
Ad Mixtures : Pozzolith 322N,
Buckeye cellulose fiber

PV.2 Cast-in-Place Concrete at Private Vehicular Area
See Civil Documents

PV.3 Concrete Unit Paver at Pedestrian Area

INTENT
Maintain a consistent concrete unit paving system across the 61 acre site that provides a tactile quality, mitigates storm water runoff rates, reduces glare, minimizes heat gain and complements the concrete and stone paving.

Fixed Design Decisions
Manufacturer: Hanover Architectural Products
Model: Prest Concrete Paver—11 3/4" x 11 3/4" —2 1/2" Thick
Finish: Tudor
Color: Cream, Limestone Grey, Brown, Antietam, or Matrix #1119
Flexible Design Opportunities
Choose from the colors listed above. Paver layout pattern to be determined by project design teams.

PV.4 Concrete Unit Paver at Private Vehicular Area
Model: Prest Concrete Paver—17 5/8" x 17 5/8"— 4" Thick
All other properties are the same as PV.3—Concrete Unit Paver at Pedestrian Area

PV.5 Stone Paver at Pedestrian Area
Minimum Stone Performance Criteria:
Compressive Strength 8,000 psi minimum
Acceptable Absorption 3.00%
Minimum Density 160 lbs. per cubic feet
Minimum Flexural Strength 9,000 psi
Coefficient of Friction 0.8 to 1.0
Minimum Abrasion Resistance 1.0

INTENT
Maintain a consistent stone paving system along the Promenade that provides a tactile quality, mitigates storm water runoff rates, reduces glare, minimizes heat gain, complements the concrete and concrete unit pavers and artfully expresses the Las Vegas desert context.

Fixed Design Decisions

Product : 4" Square Paver, 1 1/2" - 1 3/4" Thick
Stone : Quartzite
Color: Sorted color range with three subtly distinct colors is desired, as defined in approved mock-up
Finis h: Natural Cleft
Edges : Sawn, Top Edge Eased
Layout : See Next Page

Flexible Design Opportunities
There are no flexible design opportunities with the stone paving. A consistent stone paving system along the entire length of the Promenade is critical to the success of this street.

ASTM Stone Performance Criteria:

MINIMUM COMPRESSIVE STRENGTH:	8,000 psi
MAXIMUM ACCEPTABLE ABSORPTION:	1.00%
MINIMUM DENSITY:	160 lbs. lb/cu ft
MINIMUM FLEXURAL STRENGTH:	9,000 psi
COEFFICIENT OF FRICTION:	0.8 to 1.0
MINIMUM ABRASION RESISTANCE:	1.0

PV.5 Stone Paver at Pedestrian Area, Continued

Promenade and Stone Paving Concept:
Materials, colors and patterns create a stylized desert expression. Erosion and repetition establish the primary influences. Gradual tonal transitions take place across the sidewalk floor, reflecting the subtleties and nuance of the desert. This plan shows how the stone paving pattern is applied across a generic block of the Promenade. Zones A, B and C are laid out across all blocks. Transitions between Zones A, B and C should be blended and soft. Refer to full size mock up for more detail.

PV.6 Not Used

PV.7 Not Used

PV.8 Potential Architectural Treatment at Public Intersection
Subject to future City decision

PV.9 Not Used

PV.10 Not Used

PV.11 Spill Curb
See Civil Documents

PV.12 Gutter Pan
See Civil Documents

PV.13 Potential Driveway/Curb Cut
See Civil Documents

PV.14 12" Concrete Access Strip
Illustrated in detail PL.1 - Street Tree in Landscape Panel

PV.15 24" Concrete Buffer Strip
Illustrated in detail PL.1 - Street Tree in Landscape Panel

PV.16 Accessible Ramp A
See Civil Documents
For all pedestrian-accessible ramps internal to the project

PV.17 Accessible Ramp B
See RTC Documents
For pedestrian-accessible ramps adjacent to Grand Central Parkway only

PV.18 Special Asphalt Paving Vehicular Area
Subject to future City decision

PV.19 Stone MulchINTENT

Utilize local materials to reflect regional identity, prevent erosion and mitigate moisture loss.

Fixed Design Decisions
Product 1: 3/8" Washed Rounded Gravel **Color:** Birds eye Brown
Product 2: Decomposed Granite, Stabilized

Flexible Design Opportunities
Placement of these two products to be determined by project design teams.

PV.20 Tree Gate A

INTENT
Maintain consistent contemporary tree grate across the 61 acre site with removable growth rings to allow for healthy trunk growth. Allow for uninterrupted ADA rated pedestrian traffic.

Fixed Design Decisions
Manufacturer: Fair Weather
Model: SP Series—4' square and 6' square
Finish: Raw Carbon Steel (not painted)

Flexible Design Opportunities
There are no flexible design opportunities with the tree grates.

Notes
All tree grates for deciduous trees to be 4' square. All tree grates for palms to be 6' square. Orient grate "joint" perpendicular to curb. All tree grates for palms on the Promenade to be custom 4' x 6' grates. Some palm tree grates in the Schematic Design drawing package are illustrated in error as 4' square. Please refer to the notes above for proper tree grate sizes.

PV.21 Tree Gate B

INTENT
Highlight and distinguish Symphony Park by using a unique tree grate adjacent to and opposite the park (on Discovery Street and City Parkway).

Fixed Design Decisions
Manufacturer: Ironsmith Design
Model: Nemo series A.D.A.
Size: 4' square and 6' square
Finish: Raw Carbon Steel (not painted)

Flexible Design Opportunities
There are no flexible design opportunities with the tree grates.

Note
Use this tree grate on all Symphony Park Avenue trees (deciduous and palm) associated with, adjacent to and opposite the central park. The street trees opposite the central park on City Parkway should also use this grate. Refer to the Schematic Design package. All tree grates for deciduous trees to be 4' square. All tree grates for palms to be 6' square. Orient grate "joint" perpendicular to curb. Some palm tree grates in the Schematic Design drawing package are illustrated in error as 4' square. Please refer to the notes above for proper tree grate sizes."

JN.1 Sawn Control Joint

INTENT
Maintain sharp, consistent control joints across the 61 acre site.

JN.2 Expansion Joint INTENT

Maintain consistent, effective and durable expansion joints across the 61 acre site.
Match caulked joint color to cast in place concrete paving.

SW.1 Cast-In-Place Concrete Seat Wall

INTENT
Maintain generally consistent proportions and detail for site walls across the 61 acre site while

providing an opportunity for art.

Fixed Design Decisions
Size: 1'-6" Wide by 1'-6" Tall

Flexible Design Opportunities
Wall finish and color to be to be determined by project design teams.
All designs and layouts to be approved by Symphony Park Design Review Committee.

Notes
Align control/expansion joints of wall to control/expansion joints of paving.
Walls at Symphony Park Avenue entrance (Parcels B and C) to be integrated with raised planting beds.

SF.1 Project Bench

INTENT
Utilize a village standard across the 61 acre site to promote a district quality. Alternative seating options are outlined in AR.5—Art Opportunity with Supplemental Seating.

Fixed Design Decisions
Manufacturer: Landscape Forms - www.landscapeforms.com
2. Model: Arcata Series–Backed and Arcata–Backless, surface mounted
3. Color/Material: Black/Ipe - Powder-coat finish
Colors: Polysite Seat–Driftwood
Steel–Galvanized if possible
Steel alternative–Powder Coat Silver

Flexible Design Opportunities
Layout of benches to be to be determined by project design teams.

Note
Provide footing per manufacturer's recommendations.

SF.2 Not Used

SF.3 Not Used

SF.4 Movable Tables and Chairs

INTENT
Foster diversity among movable tables and chairs that meet product objectives. Allow for movable furnishings to complement the adjacent tenant or land use.

Fixed Design Decisions
Product Objectives : Non-plastic furnishings that are cool to the touch.
Heavy products that will deter vandalism and theft.
Non-fixed furniture to allow for tenant and pedestrian movement.
Contemporary in appearance.

Flexible Design Opportunities
All product selection and layout to be to be determined by project design teams. All designs and layouts to be approved by Symphony Park Design Review Committee.

SF.5 Not Used

SF.6 Not Used

SF.7 Trash Receptacle

INTENT
Utilize a village standard across the 61 acre site to promote a district quality.

Fixed Design Decisions
Manufacturer: Landscape Forms
Model: Chase Park
Colors: Steel–Galvanized if possible
Steel alternative–Powdercoat Silver

Flexible Design Opportunities
Layout of trash receptacles to be to be determined by project design teams.

SF.8 Drinking Fountain

INTENT
Utilize a village standard across the 61 acre site to promote a district quality.

Fixed Design Decisions
Manufacturer: DAE
Model: Oscar Doll

Flexible Design Opportunities
Layout of drinking fountain to be to be determined by project design teams.

SF.9 Bicycle Rack

INTENT
Utilize a consistent, artful bike rack across the 61 acre site.

Fixed Design Decisions
Manufacturer: Landscape Forms
Model: Bola
Color: Galvanized if possible
Alternative–Stainless Steel

Flexible Design Opportunities
Layout of bike racks to be to be determined by project design teams.

SF.10 Newspaper Box

INTENT
Consolidate and corral newspaper boxes.

Note
Product to be determined by Symphony Park Community Association.
Use of news paper boxes is subject to implementation by the Symphony Park Community Association.

SF.11 Planter Pot A

INTENT
Utilize consistent, artful planter pots across the 61 acre site.

Fixed Design Decisions
Manufacturer: Kornegay Design
Model: Dune Series
Color: Natural Concrete

Flexible Design Opportunities
Layout and size of Dune Series planter pots to be to be determined by project design teams.
75% of project planter pots should be selected from the Dune Series.

Note
All planter pots must be drip irrigated and accommodate a drainage system that drains into an adjacent landscape
panel. Organize planter pots in small groupings to accentuate garden qualities.

SF.12 Planter Pot B

INTENT
Utilize consistent, artful planter pots across the 61 acre site.

Fixed Design Decisions
Manufacturer: Charles Swanson
Model: Living Earth Series—"Ceres" and "Lura"
Color: All colors acceptable

Flexible Design Opportunities
Layout and color of Living Earth Series planter pots to be to be determined by project design teams. 25% of project planter pots should be selected from the Living Earth Series.

Note
All planter pots must be drip irrigated and accommodate a drainage system that drains into an adjacent landscape panel.
Utilize planter pots as sculptural elements, composed in groupings and patterns.

SF.13 Bollard

INTENT
Utilize sculptural bollards to distinguish pedestrian from vehicular zones.

Fixed Design Decisions
Manufacturer: Furnitubes
Model: Millennium
Color: Stainless Steel

Flexible Design Opportunities
Layout of bollards to be to be determined by project design teams.

SL.1 Promenade Light

Note
Refer to sheet L4-3 of the Schematic Streetscape Design package.

SL.2 Uplight

INTENT
Maintain a consistent lighting product that illuminates the trees along the Promenade.

Fixed Design Decisions
Manufacturer: Kim Lighting
Model: LED Lightvault

Fixed Design Opportunities
There are no flexible design opportunities with the uplight.

Note
Four up lights are placed 2'-6" from all deciduous street trees on the Promenade.

SL.3 Pedestrian Light

Note
Refer to sheet L4-2 of the Schematic Streetscape Design package

SL.4 Down Light

INTENT
Maintain a consistent lighting product that subtly illuminates the dramatic ground cover planting along Grand Central Parkway.

Fixed Design Decisions
Manufacturer: Kim Lighting
Model: Choose an arm mounted KIM landscape light. Consider LED luminaires.

Flexible Design Opportunities
Refer to the Schematic Streetscape Design package for lighting layout.

PL.1 Street Tree in Landscape Panel

INTENT
Maintain a consistent landscape panel/tree trench treatment across the 61 acre site.
Utilize a structure soil tree trench that supports pavement compaction while allowing for aerated, well-drained, nutrient-rich growing medium.

PL.2 Street Tree in Hardscape

INTENT
Maintain a consistent hardscape/tree trench treatment along the entire Streetscape. Utilize a structure soil tree trench that supports pavement compaction while allowing for aerated, well-drained, nutrient-rich growing medium.

PL.3 Street Tree in Tree Grate

INTENT
Maintain a consistent tree grate/tree trench treatment across the 61 acre site.
Utilize a structure soil tree trench that supports pavement compaction while allowing for aerated, well-drained, nutrient-rich growing medium.

PL.4 Palm in Landscape

INTENT
Maintain a consistent planting treatment throughout the 61 acre site.

PL.5 Palm in Tree Grate

INTENT
Insure palms thrive throughout the 61 acre site. Maintain a walkable surface to the tree trunk.

Note
All palm tree grates on the Promenade are 4' x 6' in size. Cantilever stone paving with steel elbows to achieve 4' dimension.

PL.6 Ground Cover Planting

Note
See Sheet L2-01 and L1-02 of the Schematic Streetscape Design package.

PL.7 Landscape Panel Planting

Note
See Sheet L2-01 of the Schematic Streetscape Design package.

PL.8 Tree Trench

Note
Illustrated in detail PL.1, PL.2, and PL.3.

BF.1 Green Screen

INTENT
Provide solar protection, wind mitigation, visual screening and garden qualities.

Fixed Design Decisions
Manufacturer: Green Screen

Flexible Design Opportunities
Layout of green screens to be determined by project design teams.

Note
Consider using this product line on the south and west sides of seating areas that receive even modest amounts of solar exposure. Refer to page 63 of this document for the conceptual Solar Exposure Analysis. These products should also be used as screening devised throughout the site.

BF.2 Landscape Panel Barrier A

INTENT
Provide visual separation between hardscape and landscape panel. Maintain a consistent, artful landscape panel barrier across most of the 61 acre site.

Fixed Design Decisions

Manufacturer: Landscape Forms
Model: Robert–Santa & Cole
Color: Galvanized, if possible
Alternative–Stainless Steel

Flexible Design Opportunities
There are no flexible design opportunities with this element.

BF.3 Landscape Panel Barrier B

INTENT
Provide visual separation between hardscape and landscape panel. Maintain a consistent, artful landscape panel barrier that highlight and distinguishes Symphony Park.

Fixed Design Decisions
Product: 1/2" corten steel, sealed with eased edges.
Dimension: 12" from finished grade

Flexible Design Opportunities
There are no flexible design opportunities with this element.

Notes
Use this barrier on all Symphony Park Avenue landscape panels associated with, adjacent to and opposite the central park. The landscape panels opposite the central park on City Parkway should also use this barrier. Refer to the Schematic Design package.
Allow stormwater to enter landscape panel through 1" x 3" scupper holes every 36" along steel barriers facing architecture.

MS.1 Bus Stop—Seating Zone/Shelter

INTENT
Provide a welcoming and comfortable seating zone or shelter at bus stop.

Fixed Design Decisions
Ensure selected shelter is simple and elegant and has a cover.
Consider perforated metal as a translucent yet durable sun/wind break in potential shelter.
Provide space for transit information in shelter.
Provide lighting in shelter at five footcandles (preferably supplied by solar PV panels if sun exposure is adequate).
Provide a minimum of one six-foot bench.

Flexible Design Opportunities
Model selection and layout of seating zone/shelter to be determined by project design teams.

Notes
Refer to AR.2—Art Opportunity at Bus Stop
All designs, layouts and products to be approved by Symphony Park Design Review Committee.

MS.2 Future BRT Station

Work by others

MS.3 Shade Structure

Refer to AR.1 - Art Opportunity at Shade Structure

MS.4 Possible Wind Turbine Zone

INTENT
Possible wind turbines zones are illustrateds as potential power sources for streetscape irrigation and lighting. Wind turbines could also act as large vertical sculptural elements marking Symphony Park entrances and identifying this project as a green development.

MS.5 Symphony Park Project Signage Zone

INTENT
Provide electrical connection and room for this project signage zone.

AR.1 Art Opportunity at Shade Structure

INTENT
Provide an opportunity for creative expression along the Promenade.
All designs and layouts to be approved by Symphony Park Design Review Committee.

AR.2 Art Opportunity at Bus Stop Seating/Shelter

INTENT
Provide an opportunity for creative expression throughout the site.
All designs and layouts to be approved by Symphony Park Design Review Committee.

AR.3 Art Opportunity in Pavement Design

INTENT
Provide an opportunity for creative expression through the use of subtle variations in the pavement design. Consider subtle water and wind erosion patterns when exposing sand/aggregates in the concrete paving.
All designs and layouts to be approved by Symphony Park Design Review Committee.

NEW PAGE

OUTDOOR DINING STANDARDS— PRIVATE SIDEWALK AREAS

The standards of this subsection apply to outdoor dining or seating that occurs or is proposed to occur within private sidewalk areas. For the purposes of this subsection, the term "outdoor dining" and "outdoor dining area" refer to dining within the area of a private sidewalk or similar pedestrian area, unless the context refers otherwise.

1. OBJECTIVE AND INTENT.

The objective of establishing the Outdoor Dining Standards is to promote pedestrian-friendly use of private sidewalks and similar pedestrian areas in connection with providing economic opportunities for ground floor retail. The Outdoor Dining Standards have been developed to ensure that the space used for outdoor dining is consistent with the general design of the public right-of-way and to allow for adequate pedestrian circulation. The Outdoor Dining Standards are also intended to guide applicants with the design of outdoor dining areas, establish or enhance an identifiable sense of place, create a comfortable and interesting pedestrian environment, maintain a continuous and visible pedestrian activity between nodes and building anchors, and provide minimum standards for beautification.

2. STANDARDS.

Outdoor dining may be permitted to take place within a sidewalk area or similar pedestrian area, but only in accordance with the Outdoor Dining Standards.

a. **Location.** Outdoor dining/seating may occur only as an accessory use to an eating establishment and may be permitted only in the private sidewalk or similar pedestrian area immediately adjacent to the front of the establishment. The dining area may not extend beyond the side property boundaries of the abutting property and shall not be located in a manner that interferes with the building ingress and egress as required by the International Building Code (IBC).

Outdoor dining in a private sidewalk or similar pedestrian area may occupy up to two thirds of the total width of the sidewalk or available pedestrian area. In the case of a sidewalk or similar pedestrian area up to fifteen feet wide, there shall remain a minimum pedestrian clearance of six feet. For sidewalks or similar pedestrian areas with a greater width, the minimum pedestrian clearance is eight feet. This minimum clearance area must occur between any outdoor dining and a continuous line that represents where sidewalk or pedestrian obstructions are located. Such obstructions include without limitation tree planters, landscape planters, street furniture, streetlight poles, utility poles, fire hydrants, signposts, and permitted news racks.

b. **Barriers.** Outdoor dining and outdoor seating areas on private property shall have a railing or other similar barrier to define the area and to prevent encroachment onto adjacent properties or rights of way. Barriers shall be a substantial material such as metal fence or masonry wall (with or without landscape planters integrated into it), not

flimsy in appearance or performance. Barriers must be aligned in a straight line or parallel with the face of the building. Barriers are subject to approval by the UPSP-DRC if known before initial building construction and the Symphony Park Owners Association (UPOA) after initial building construction.

c. **Shade and Wind Protection.** Shade covering of areas with an awning or canopy will be addressed on a case-by-case basis by the UP- DRC if known before initial building construction and by the UPOA after initial building construction. Wind protection will also be handled on a case by case basis as with shade covering above, but must be substantial in appearance and performance such as glass or polycarbonate panels.

d. **Furniture.** All furnishings within an outdoor dining area shall be movable and made of sturdy, durable and commercial grade material. They shall be designed to complement the design theme of the business. Ordinary plastic lawn chairs and tables and similar furniture are not acceptable.

e. **Lighting.** Lighting, when provided, shall be shielded and of low wattage so as to illuminate only the outdoor dining area (ie. a full cutoff fixture) and so as to avoid producing glare that has a negative impact on pedestrian or auto traffic. The design of the light fixtures shall be compatible with the architectural theme of the building and business.

f. **Maintenance.** Outdoor dining areas shall be kept in good state of repair and maintained in a clean, safe and sanitary condition. Any item of furniture or equipment that is broken, rusting, degraded, torn, or tattered shall be removed promptly.

g. **Music and Live Entertainment.** Music and Live Entertainment are permitted as an accessory amenity. Any music or entertainment will comply with applicable noise ordinances and standards.

h. **Alcoholic Beverage Service.** Alcoholic beverage service in outdoor seating areas shall conform to LVMC Title 6.

3. APPROVAL PROCESS.

Outdoor dining and outdoor seating areas on private property require the approval of a Site Development Plan. The approval process shall be listed under Title 19.18.050(F), "Minor Review of Site Development Plans."

PAGE 134

Glossary

Active Uses/Active Street Frontages: Ground floor businesses that serve and engage the public and generate pedestrian traffic through retail and restaurant activity rather than closed spaces such as offices, parking and residential uses.

Arcade: A linear, shaded building setback at the street level which has storefronts along its edge. It is shaded by the building mass above, which usually is located at the build-to line, supported on columns which are located at the build-to line.

Awnings and Canopies: Overhead extensions from the front of a building, over the sidewalk, for the purpose of shading the sidewalk from the sun. They may be fixed or movable, as defined in the guidelines.

Block Face: The street edge of a block bounded by building facades.

Build-to Line: A required location for a building face, usually at the back of sidewalk. The building shall not be set back behind that line except as provided for in this document.

Design Review: The administrative process by which a development proposal's design is evaluated, critiqued and either approved, denied or modified.

High-Albedo: A property of a surface that describes its ability to reflect and reject heat. High albedo surfaces have both a light color (high solar reflectance) and a high emmittance (can reject heat back to the environment).

Infrastructure: The utilities and public services which are typically placed underground. These may have visible elements which appear at street level.

Massing: An element of architectural design which places the spatial volumes of the building in relationship to each other.

Minor Deviation: An adjustment of placement or location, not a wholesale elimination of a Design Standard requirement. This may include changes of +/- 5% from stated quantities, not otherwise required by ordinance. Examples of deviations may include, but are not limited to, driveway or access locations, landscape placement,

percentage of glazing, etc. A minor deviation does not include any variation prohibited by LVMC Title 19.18.050(H).

Mixed-Use: Two or more different activities housed in the same building or adjacent to each other. Mixed use often includes residential, office and retail/restaurant in the same building or same block.

Recommended Design Standard: A non-mandatory but important design recommendation, denoted by the words "should" or "is encouraged," as in "the building height should be..."

Required Design Standard: A design requirement which is mandatory, denoted by the word "shall," as in "the building height shall be..."

Right of Way (ROW): The width of a public street or other public way, which is measured from back of curb to back of curb, including the sidewalk, curb, gutter and vehicle travel and parking lanes.

Setback Zone: A width of land usually beginning at the back of sidewalk in which a percentage of the building face can be located instead of at the build-to line.

Site Furnishings: Individual elements which are placed on a site or a public right-of-way as convenience, aesthetic or safety items, such as benches, light fixtures, trash receptacles, bollards and other similar elements.

Solar Orientation: The relationship of a building's facades and massing to the movement and exposure to the sun.

Sustainability: An economic state where the demands placed upon the environment by people and commerce can be met without reducing the capacity of the environment to provide for future generations.

Waiver: A deviation from the standards and guidelines, which the developer may request, and which will be considered by the Design Review Committee.

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 4, 2010

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2010-28 – Adopts the Safety and Seismic Safety Element of the Las Vegas 2020 Master Plan. 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:
The City Council approved the Safety and Seismic Safety Element of the Las Vegas 2020 Master Plan at its meeting of May 19, 2010. This bill will merely formalize the adoption by ordinance.

RECOMMENDATION:
ADOPTION at 8/4/2010 City Council meeting pursuant to the 7/20/2010 Recommending Committee.

First Reading – 7/7/2010; First Publication – 7/23/2010

BACKUP DOCUMENTATION:
Bill No. 2010-28

BILL NO. 2010-28

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE SAFETY AND SEISMIC SAFETY ELEMENT OF THE LAS VEGAS 2020 MASTER PLAN, AND TO PROVIDE FOR OTHER RELATED MATTERS.

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

Summary: Adopts the Safety and Seismic Safety Element of the Las Vegas 2020 Master Plan.

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

SECTION 1: The document entitled "Safety and Seismic Safety Element," the essential contents of which were approved by the City Council on May 19, 2010, is hereby adopted as a part of the Las Vegas 2020 Master Plan and is incorporated therein by this reference. The document so identified shall function as the safety element and the seismic safety element of the Las Vegas 2020 Master Plan, and shall replace and supersede the Public Safety Element that was adopted on September 19, 2001, by means of Ordinance No. 5362.

SECTION 2: The Planning and Development Department is authorized and direct to:

(A) Include the date of the adoption of this Ordinance within or upon the document referred to in Section 1 at such locations as are designed to reflect the date of the adoption of this Ordinance;

(B) Replace any page within the document that may indicate it is in "draft" form with a final version of that page;

(C) Publish the document in final form, in a format deemed necessary or appropriate, including the reorganization of text and maps as may be appropriate; and

(D) File the final document with the City Clerk.

SECTION 3: 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 4: 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 _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-23-10
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 4, 2010

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2010-29 – Adopts the Historic Properties and Neighborhoods Preservation Plan Element of the Las Vegas 2020 Master Plan. 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:
At its meeting of July 7, 2010, the City Council is scheduled to approve the Historic Properties and Neighborhoods Preservation Plan Element of the Las Vegas 2020 Master Plan. This Plan element is intended to replace and supersede the previously-adopted Historic Properties Preservation Plan Element. This bill will merely formalize the adoption by ordinance.

RECOMMENDATION:
ADOPTION at 8/4/2010 City Council meeting pursuant to the 7/20/2010 Recommending Committee.

First Reading – 7/7/2010; First Publication – 7/23/2010

BACKUP DOCUMENTATION:
Bill No. 2010-29

BILL NO. 2010-29

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE HISTORIC PROPERTIES AND NEIGHBORHOODS PRESERVATION PLAN ELEMENT OF THE LAS VEGAS 2020 MASTER PLAN, AND TO PROVIDE FOR OTHER RELATED MATTERS.

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

Summary: Adopts the Historic Properties and Neighborhoods Preservation Plan Element of the Las Vegas 2020 Master Plan.

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

SECTION 1: The document entitled "Historic Properties and Neighborhoods Preservation Plan Element," the essential contents of which were approved by the City Council on July 7, 2010, is hereby adopted as a part of the Las Vegas 2020 Master Plan and is incorporated therein by this reference. The document so identified, including its appendices, shall function as both the historical properties preservation element and the historic neighborhoods preservation element of the Las Vegas 2020 Master Plan, and shall replace and supersede the Historic Properties Preservation Plan Element that was adopted on September 5, 2007, by means of Ordinance No. 5931.

SECTION 2: The Planning and Development Department is authorized and directed to:

(A) Include the date of the adoption of this Ordinance within or upon the document referred to in Section 1 at such locations as are designed to reflect the date of the adoption of this Ordinance;

(B) Replace any page within the document that may indicate it is in "draft" form with a final version of that page;

(C) Publish the document in final form, in a format deemed necessary or appropriate, including the reorganization of text and maps as may be appropriate; and

(D) File the final document with the City Clerk.

SECTION 3: 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 4: 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 _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-23-10
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 4, 2010

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2010-30 – Revises and updates Chapter 14.17 of the Municipal Code relating to wastewater collection and treatment. 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 revise and update the City's regulations pertaining to wastewater collection and treatment. The provisions of the bill are designed to keep the City's regulations in conformance with State and Federal requirements, while allowing for more regulatory flexibility where appropriate.

RECOMMENDATION:
ADOPTION at 8/4/2010 City Council meeting pursuant to the 7/20/2010 Recommending Committee.

First Reading – 7/7/2010; First Publication – 7/23/2010

BACKUP DOCUMENTATION:
1. Bill No. 2010-30
2. Business Impact Statement

BILL NO. 2010-30

ORDINANCE NO. _____

AN ORDINANCE TO REVISE AND UPDATE CHAPTER 14.17 OF THE MUNICIPAL CODE RELATING TO WASTEWATER COLLECTION AND TREATMENT, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Jorge Cervantes, Director of Public Works

Summary: Revises and updates Chapter 14.17 of the Municipal Code relating to wastewater collection and treatment.

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

SECTION 1: Title 14, Chapter 17, Section 5, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.005: The purpose of this Chapter is to set forth uniform requirements for the direct and indirect use of the wastewater collection and treatment system of the City [in order] and to comply with all applicable State and Federal standards that are established in accordance with [the Clean Water Act of 1977,] Federal clean water legislation, the General Pretreatment Regulations (40 CFR Part 403) and all related and applicable Federal regulations and grant conditions, as they are now constituted or as they may hereafter be amended or recodified.

SECTION 2: Title 14, Chapter 17, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.010: The objectives of this Chapter are to:

(A) Provide for the beneficial public use of the wastewater collection and treatment system through the regulation of the construction and use of [sewers;] the system;

(B) Prevent the introduction of pollutants into the system which will interfere with the operation of the system or contaminate the resulting wastewater or sludge, or both;

(C) Prevent the introduction of pollutants into the system which will pass through the system inadequately treated or will be incompatible with the system;

(D) Improve the opportunity to recycle and reclaim wastewater and sludge from the system;

(E) Provide for the equitable distribution of the total cost of the system and all of

the related programs through the establishment of fair and equitable fees, charges, assessments and penalties;

(F) Regulate, through the issuance of permits to certain users and through the enforcement of general requirements for all users, users whose wastewaters are discharged [directly or indirectly] into the system;

(G) Provide for monitoring and enforcement activities;

(H) Establish civil, administrative and criminal penalties for violations of the provisions of this Chapter;

(I) Provide procedures for complying with the requirements that are placed upon the City by other governmental agencies; and

(J) Conform with the policies of the agencies of the State and Federal governments concerning the requirements that:

(1) Relate to the proper design and construction of all wastewater collection and treatment facilities, including without limitation connections to the system;

(2) Prohibit the introduction of toxic, hazardous and incompatible pollutants into the system; and

(3) Prohibit any new connection [from an inflow source] that would introduce into the system[.] water or material that should be discharged into a storm drain.

SECTION 3: Title 14, Chapter 17, Section 15, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 4: Title 14, Chapter 17, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.020: (A) This Chapter applies to:

(1) [persons] Persons within the City; and

(2) [to persons] Persons outside the City who are, by permit, contract or agreement with the City, users of the system.

(B) Except as may be otherwise provided in this Chapter, the [director] Director shall administer, implement and enforce the provisions of this Chapter.

SECTION 5: Title 14, Chapter 17, Section 25, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 6: Title 14, Chapter 17, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 25, reading as follows:

14.17.025: Except where the context otherwise requires, the following definitions shall govern the construction of this Chapter:

"Act" means the provisions of the Clean Water Act, as amended and as set forth in 33 U.S.C. §§ 1251 et seq., together with all guidelines, limitations and standards that are promulgated by the EPA pursuant to the Act.

"Aliquot" means a portion of a sample.

"Authorized representative," with respect to a user or industrial user, means:

(A) A responsible corporate officer, if the user submitting the information required by this Chapter is a corporation. For the purpose of this definition, a responsible corporate officer means:

(1) A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation; or

(2) The manager of one or more manufacturing, production, or operation facilities employing more than 250 persons or having gross annual sales or expenditures exceeding $25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(B) A general partner or proprietor, if the user submitting the information required by this Chapter is a partnership or sole proprietorship, respectively.

(C) A duly authorized representative of an individual designated in Subsection (A) or Subsection (B) of this definition if:

(1) The authorization is made in writing by the individual described in Subsection (A) or Subsection (B) of this definition;

(2) The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the discharge originates, such as the position of plant manager or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and

(3) The authorization is submitted to the Director.

➥If an authorization under this Subsection (C) is no longer accurate, a new authorization satisfying the requirements of this Subsection (C) must be submitted to the Director prior to or together with the submission of any reports to be signed by an authorized representative.

"Best management practice" or "BMP" means a structural device, facility, measure, source control practice, or any activity, along with any required documentation thereof, that helps to achieve compliance with any discharge requirement set forth in this Chapter.

"Biochemical oxygen demand" or "BOD" means the quantity of oxygen, expressed in milligrams per liter, utilized in the biochemical oxidation of organic matter, as determined in accordance with the procedures that are set forth in 40 CFR Part 136 or procedures that have been approved by NDEP.

"Bypass" means the intentional diversion of wastestreams from any portion of an industrial user's pretreatment facility.

"CFR" means the Code of Federal Regulations, a codification of regulations issued by the executive departments and agencies of the Federal Government.

"Chain of custody" means a record of each person involved in the possession and handling of a sample, from the collection of the sample to the final analysis of the sample.

"Collection system" or "sanitary sewer" means the part of the system that is used to convey wastewater to wastewater treatment plants.

"Compliance schedule" means the period that is allowed by the Director for an industrial user to comply with its permit conditions or discharge requirements, which may include specific milestone dates for completion of any increment of the compliance schedule.

"Composite sample" means a collection of a minimum of four aliquots obtained at intervals over a twenty-four hour time span. A composite sample may be either an equal-time composite, in

which an aliquot proportional to the flow is collected during a regular interval (e.g., once per hour), or an equal-volume interval, in which aliquots of equal volume are collected after a specified flow passes the sampling point (e.g., 100 ml of sample per 1000 gallons of flow).

"Cooling water" means the water that is discharged from any use, such as air-conditioning, cooling or refrigeration or to which the only pollutant that is added is heat.

"Determine compliance" refers to the sampling and analysis conducted on specific industrial wastes to ascertain compliance with LVMC 14.17.080 to 14.17.135, inclusive, or with any more stringent applicable national pretreatment standards.

"Director" means the Director of Public Works of the City, or an authorized agent or representative of the Director.

"Discharge" means the introduction of wastewater into the system.

"Discharger" means any person who discharges wastewater into the system or otherwise allows wastewater to enter the system.

"Domestic wastewater" means wastewater discharged by residences, commercial establishments, industries, and other dischargers that is similar to wastewater ordinarily discharged by residences. The term includes wastewater containing human excretions, household cleaning wastes, household food wastes, and household drain-cleaning products used in domestic quantities. The term excludes process wastewater from any business or industrial process, ground garbage and food wastes from restaurants and other commercial food vendors, and hazardous materials from residences and other users except as otherwise provided in this definition.

"Effluent" means the liquid outflow from any treatment plant or facility that is designated to treat, convey or store wastewater, liquid waste or industrial waste.

"Environmental control permit" means the permit that is described in LVMC 14.17.140, 14.17.145 and 14.17.150.

"EPA" means the United States Environmental Protection Agency, and, when it is appropriate, the Administrator thereof or any other duly authorized official of that agency.

"Fee" means any charge to a person that is made under this Chapter and shall include without limitation all fees specified in this Chapter.

"Garbage" means the putrescible animal and vegetable wastes that result from the handling, preparation and dispensing of food.

"Grab sample" means a sample collected at a particular time and place which represents the composition of the wastewater only at that time and place.

"Holding tank waste" means any liquid, solid material or waste from a holding tank, such as those associated with vessels, chemical toilets, campers, trailers, septic tanks, vacuum pump tank trucks or other tanker trucks.

"Industrial user" means:

(A) Any user who discharges or has the potential to discharge industrial wastewater into the system; or

(B) Any user who is subject to regulations promulgated in accordance with Section 307(b), (c), or (d) of the Act.

"Industrial wastewater" means any wastewater that is not domestic wastewater or stormwater.

"Interceptor" means any grease interceptor, sand/oil interceptor or any other device that is designed, constructed and operated for the purpose of removing and retaining floatable or settleable material from wastewater by differential gravity separation before its discharge into the system.

"Interference" means a discharge which, alone or in conjunction with a discharge or discharges from other sources, both:

(A) Inhibits or disrupts the system, its treatment processes or operations, or its sludge processes, use or disposal; and

(B) As a result:

(1) Causes a violation of any requirement of the City's NPDES permit (including an increase in the magnitude or duration of a violation); or

(2) Prevents the use or disposal of sewage sludge in compliance with all applicable State and Federal requirements.

"Lower explosive limit" means the minimum concentration of a combustible gas or vapor in air (usually expressed in percent by volume at sea level) which will ignite if an ignition source (sufficient ignition energy) is present.

"Mass emission rate" means the weight of the material that is discharged into the system during any given period.

"Micrograms per liter (μg/L)" means a unit of the concentration of a water or wastewater parameter. One μg/L is one microgram of the parameter in one liter of water. It approximates parts per billion (ppb) when reporting the results of water and wastewater analysis.

"Milligrams per liter (mg/L)" means a unit of the concentration of a water or wastewater parameter. One mg/L is one milligram of the parameter in one liter of water. It approximates parts per million (ppm) when reporting the results of water and wastewater analysis.

"Monitoring facility" means an approved location in a building sewer to allow for sampling, monitoring and flow measurement of the contents of the sewer.

"National pretreatment standard" means any regulation that contains pollutant discharge limits promulgated by the EPA in accordance with Section 307 (b) and (c) of the Act, and that applies to industrial users. The term includes prohibitive discharge limits established pursuant to 40 CFR 403.5.

"NDEP" means the Division of Environmental Protection of the Nevada Department of Conservation and Natural Resources.

"NPDES permit" means a National Pollutant Discharge Elimination System permit that is issued by NDEP pursuant to Section 402 of the Act, authorizing a person to discharge pollutants into the waters of the United States.

"Nuisance" means anything that is hazardous, indecent or offensive to the senses or is an obstruction to the free use of property in such a manner as to interfere with the comfortable and safe enjoyment of life and property.

"Parameter" means any chemical element, substance, compound or wastewater characteristic.

"Pass through" means a discharge that exits the system into the waters of the State in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the City's NPDES permit (including an increase in the magnitude or duration of a violation).

"Person" means any natural or artificial person, male, female or neuter, singular or plural, including without limitation any individual, firm, company, municipal or private corporation,

association, society, institution, enterprise or governmental agency or entity.

"pH" means the logarithm (base ten) of the reciprocal of the hydrogen ion concentration, expressed in moles per liter, as determined in accordance with the procedures that are set forth in 40 CFR Part 136 or procedures that have been approved by NDEP.

"Pretreatment" means the treatment of wastewater before discharge into the system, or the use of process changes or best management practices to improve the amount or quality of wastewater discharged into the system.

"Pretreatment facility" means any works or device for the treatment or flow limitation of wastewater prior to its discharge into the system.

"Radioactive material" means material containing chemical elements that spontaneously change their atomic structure by emitting particles, rays or energy forms in excess of normal background radiation.

"Septic tank" means a receptacle which receives the discharge from a building, sanitary drainage system, or any part thereof, and is designed and constructed in such a manner as to separate the solids from the liquid, digest the organic matter through a period of detention and allow the liquid to be discharged into the soil outside the tank through a system of open joint or perforated piping or a seepage pit.

"Severe property damage" means substantial physical damage to property, damage to the pretreatment facilities which causes them to become inoperable or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass but does not include the economic loss that is caused by delays in production.

"Sharps" means hypodermic needles, hypodermic syringes, blades and broken glass and, without limitation, includes any device, instrument or other object which has acute rigid corners, edges or protuberances.

"Significant industrial user" means any industrial user which meets the Class I criteria defined in Section 14.17.150.

"Significant noncompliance" means any violation of this Chapter or other applicable law by a significant industrial user if the violation meets one or more of the following criteria:

(A) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent or more of all of the measurements taken during a six-month period exceed (by any magnitude) the daily maximum limit or the average limit for the same pollutant parameter;

(B) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent or more of all of the measurements for each pollutant parameter taken during a six-month period equal or exceed the product of the daily maximum limit or the average limit multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH);

(C) Any other violation of a pretreatment effluent limit (daily maximum or longer-term average) that, as determined by the Director, has endangered the health of City personnel or the general public, either alone or in combination with other discharges, interference or pass through;

(D) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the City's exercise of the emergency authority that is granted to it by this Chapter to halt or prevent such a discharge;

(E) Failure to meet, within 90 days after the schedule date, a compliance schedule milestone contained in a permit or enforcement order for starting construction, completing construction, or attaining final compliance;

(F) Failure to provide, within 30 days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(G) Failure to accurately report noncompliance; or

(H) Any other violation or group of violations which the Director determines will adversely affect the operation or implementation of the local pretreatment program.

"Sludge" means any semisolid material that is settled or skimmed by wastewater treatment.

"Source control" means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering the wastewater prior to recycling, treatment, or disposal. The term:

(A) Includes equipment or technology modifications, process or procedure

modifications, the reformulation or redesign of products, substitution of raw materials, and improvements in housekeeping, maintenance, training, or inventory control.

(B) Does not include any treatment that alters the physical, chemical, or biological characteristics or the volume of a hazardous substance, pollutant, or contaminant through a process or activity which itself is not integral to and necessary for the production of a product or the providing of a service.

"Spill" means any significant spill, leak, or release of any hazardous material, hazardous waste or any industrial chemical or product, whether intentional or unintentional, other than that which is part of a user's or other person's normal operation or as allowed by an environmental control permit or NPDES permit.

"Standard Industrial Classification" or "SIC" means a system of classifying industries, as identified in the Standard Industrial Classification Manual, 1987, prepared by the Office of Management and Budget.

"Storm drain" means a street, gutter, wash or conveyance structure for carrying stormwater.

"Stormwater" means runoff resulting from precipitation, irrigation, or normal residential activity.

"Surface waters" means "navigable waters" as that term is defined in the Act.

"System" means the wastewater collection and treatment system of the City, which includes, without limitation, any device or system used in the transportation (such as sewers, pipes and other conveyances that convey wastewater to the City's wastewater treatment plants), storage, treatment, recycling and reclamation of municipal wastewater or industrial wastes.

"Total dissolved solids" means the solid matter in solution, as determined in accordance with the procedures that are set forth in 40 CFR Part 136 or procedures that have been approved by NDEP.

"Total oil and grease" means relatively non-volatile hydrocarbons, vegetable oils, animal fats, waxes, soaps, greases, and related materials that are extracted and determined as hexane extractable material by EPA Method 1664 and amendments thereto.

"Total Petroleum Hydrocarbons" means petroleum compounds with a carbon number range of C5 to at least C34, as determined in accordance with procedures that are acceptable to the Director.

"Total suspended solids" or "TSS" means the solid matter that is suspended in a liquid, as determined in accordance with the procedures that are set forth in 40 CFR Part 136 or procedures that have been approved by NDEP.

"Trade secret" means any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information which is not patented but which is known only to certain individuals within a commercial concern who are using it to fabricate, produce or compound an article of trade, or a service that has a commercial value and which affords the person who possesses the same the opportunity to obtain a business advantage over competitors who do not know of it or use it.

"Upset" means an exceptional incident in which there is an unintentional and temporary noncompliance with the discharge limitations that are specified in an industrial user's environmental control permit or this Chapter as the result of factors that are beyond the reasonable control of such industrial user.

"User" means any person who contributes, or causes or permits the contribution of, wastewater into the system.

"Wastewater" means any liquid, solid, gaseous, or radioactive substance that enters the system.

"Wastewater treatment plant" means an assemblage of devices, structures and equipment for treatment of wastewater.

SECTION 7: Title 14, Chapter 17, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.030: It is declared to be the policy of the City to protect the health, welfare and safety of the residents thereof by constructing, operating and maintaining a system of sewers and liquid waste treatment and disposal facilities that service the homes and commercial and industrial establishments within the City and its environs, as required by State and Federal law. The following basic principles apply to wastewater that is discharged into the system:

(A) The highest and best use of the system is the collection, treatment and reclamation or disposal of domestic wastewater. The use of the system for industrial waste discharges is subject to regulation by the City;

(B) Industry is urged to seek procedures for the recovery and reuse of industrial waste discharges which will satisfy the limitations that are prescribed for industrial discharges, rather than the procedures that are designed solely to meet discharge limitations;

(C) The City is committed to a policy of wastewater renovation and reuse in order to provide an alternate source of water supply and to reduce the overall costs of wastewater treatment and disposal. The renovation of wastewater through wastewater treatment processes may necessitate more stringent quality requirements with respect to industrial waste discharges as the demand for reclaimed water increases. The optimum use of the City's facilities may require the discharge of wastewaters during periods of low flow into the system in accordance with guidelines that are established by the City;

(D) Provisions are made in this Chapter to regulate industrial discharges, to comply with the State and Federal requirements and policies, and to satisfy increasingly higher standards of treatment plant effluent quality and environmental considerations. This Chapter establishes quantity and quality limitations on wastewater discharges in situations in which such discharges may adversely affect the system or the quality of the effluent therefrom, or both. These limitations are intended to improve the quality of wastewater being received for treatment and to encourage water conservation by all of the users who are connected to the system. The intent of the City's policy is to discourage an increase in the quantity (mass emission rate) of waste [constituents] parameters that are discharged; and

(E) Methods of cost recovery are established [in] for situations in which industrial discharges impose upon the City the costs of collection, treatment or disposal, [costs,] or any combination of such costs, [on the City which may not] and recovery of those costs is necessary in order to be fair and equitable to all users of the system.

SECTION 8: Title 14, Chapter 17, Section 35, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.035: (A) The Director is authorized, empowered and directed to adopt [such rules, regulations and standards as may be deemed by him to be] rules and regulations that the Director may deem reasonably necessary in order to protect the system and to control and regulate the proper use

thereof; provided, however, that the terms and provisions of such rules and regulations shall be promulgated in a manner that is reasonably calculated to result in the uniform control of the system.

(B) The Director may classify dischargers by industrial categories and impose an industrial wastewater treatment surcharge that is based upon flow quality and the flow quantity, as provided for by this Chapter.

(C) Any time limit that is provided in any written notice from the Director or in any provision of this Chapter may be extended only by a written directive of the Director.

(D) The Director may perform work of an educational nature and may, for this purpose, cooperate with civic organizations, industries, water agencies, wastewater collection and treatment agencies and other public corporations.

(E) The Director shall have the responsibility of administering, implementing and enforcing all of the provisions of this Chapter. However, the Director may delegate any power that is granted to, or duty that is imposed upon, the Director [may be delegated by him] by this Chapter to any other person who is in the employ of the City's Department of Public Works. [and may be confirmed in writing by the City Council upon any other person or persons, whether or not he or they are in the employ of the City.]

SECTION 9: Title 14, Chapter 17, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.040: If wastewater collection and treatment capacity is not available, [at the City's wastewater treatment plant,] the [City] Director may restrict discharge into the system until sufficient capacity can be made available. When [it is] requested to do so by a potential discharger who desires to locate new facilities within the service area of the system, the [City] Director may advise such discharger concerning the areas in which wastewater of the quantity and quality that it is expected to generate can be received by the system. The [City] Director may refuse immediate service to any new source that is located in an area in which the expected quantity or quality of wastewater is unacceptable in the system.

SECTION 10: Title 14, Chapter 17, Section 45, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.045: Each user of the system who is subject to this Chapter shall [be required to] retain records of waste manifests, monitoring results and related wastewater generation and pretreatment activities, whether or not the same are required by this Chapter, for a minimum period of three years. Such records shall be made available for inspection and copying by the Director at any time. The period of retention shall be extended during the course of any unresolved litigation that involves the user or the City, or both, or upon the order of the Director.

SECTION 11: Title 14, Chapter 17, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.050: (A) In the event that [an uncontrolled discharge occurs,] a spill enters the system, a public street or a storm drain, the user from whose facilities [such discharge] the spill emanates shall immediately notify the Director of [such] the incident by telephone. The notification shall include the location or locations of the [discharge,] spill, the type or types of material that was [discharged,] spilled, the concentration and volume thereof and the corrective actions, if any, that have been taken.

(B) Within five days following [such uncontrolled discharge,] the spill, the user shall submit to the Director a detailed written report that describes the cause of the [discharge,] spill, the corrective action that was taken and the measures that the discharger will take to prevent future occurrences. Such notification shall not relieve the discharger of the liability for fines that may result from [such discharge.] the spill.

SECTION 12: Title 14, Chapter 17, Section 55, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.055: (A) In order for the employees of industrial users to be informed of the requirements of the City, each industrial user shall make available to its employees copies of the user's environmental control permits, and copies of this Chapter, together with such other wastewater information and notices as may from time to time be furnished by the [City] Director that [are directed toward] address more effective pollution control.

(B) A legible, understandable and conspicuously placed notice shall be permanently posted on each industrial user's bulletin board or other prominent place advising the industrial user's employees to [call] contact the Director in the event of [an uncontrolled discharge as soon as possible,

and no later than one hour, after the discharge and to provide the Director with at least the following information:

(1) The time, location, type, concentration and volume of the discharge;

(2) Any corrective action that has been taken.

(B) Each industrial user shall ensure that all of its employees in a position to cause or allow an uncontrolled discharge to occur are advised of this notification procedure.] a spill that enters the system, a public street or a storm drain. In the event that a substantial number of [such] an industrial user's employees use a language other than English as a primary language, the notice shall be worded in [both] English and [the language or languages that are involved.] in the other languages so used. The notice shall [set forth the current] include the phone number [of] that has been specified by the Director. [and shall identify, as the minimum, the necessary information that must be provided to the Director.]

SECTION 13: Title 14, Chapter 17, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 14: Title 14, Chapter 17, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new Section 60, reading as follows:

14.17.060: (A) Information and data with respect to any user that is obtained from reports, surveys, environmental control permit applications, environmental control permits, monitoring programs, and inspection and sampling activities shall be made available to the public without restriction unless the user specifically otherwise requests, and is able to demonstrate to the satisfaction of the Director that the release of such information would divulge information, processes or methods of production that are entitled to protection as trade secrets under applicable State law. Any such request must be asserted at the time the information is submitted to the City. When a request not to disclose information within a document has been timely made and the Director is satisfied that the release of information would divulge information, processes or methods of production that are entitled to protection as trade secrets under applicable State law, the portions of a document containing that information shall not be made available to the public. However, such information shall be made available upon request to governmental agencies for uses related to the NPDES program or the

pretreatment program, and in enforcement proceedings that involve the person who furnished the information. Wastewater parameters and characteristics, as well as other effluent data as defined by 40 CFR 2.302, will not be recognized as confidential information and will be made available to the public without restriction.

(B) The City may charge a reasonable fee in accordance with State law for providing copies of records requested under this Section.

SECTION 15: Title 14, Chapter 17, Section 65, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.065: The [City will comply with the public participation requirements that are contained in 40 CFR Part 25 in the enforcement of national pretreatment standards. Procedures with respect thereto shall include the provision for publishing] Director will publish, at least annually, in the largest daily newspaper published within the City, [public notification] a list of the names of [the industrial users who, during the preceding twelve months, were found to be] Class I industrial users who, at any time during the previous twelve months, were in significant noncompliance with [the applicable pretreatment standards or other pretreatment requirements.] applicable national pretreatment standards or other applicable requirements set forth in this Chapter.

SECTION 16: Title 14, Chapter 17, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.070: Any user who discharges or causes to be discharged [into the system] any [prohibited] wastewater into the system, [and] where such discharge causes damage to, or detrimental effects on, the system, or any part thereof, shall be liable to the City for all damages, cleanup costs, and other associated costs that result therefrom.

SECTION 17: Title 14, Chapter 17, Section 85, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.085: (A) Except as provided for in Subsection (B) of this Section, [It] it is unlawful for any user to discharge or cause to be discharged into the system any rainwater, stormwater, groundwater, street drainage, subsurface drainage, roof drainage, [swimming pool or spa drainage from non-residential users,] yard drainage, water from [yard fountains, ponds or lawn sprays] ponds

or lawn spray runoff, or any other [uncontaminated] water[,] (except air conditioning condensate) that is suitable for discharge into the City's storm drain system. [other than air conditioning condensate.] Every private or public washrack or floor or slab drain that is used for cleaning machinery or machine parts shall be adequately protected against storm or surface inflow.

(B) [Pursuant to LVMC 14.17.190, if] If no alternate method of disposal is reasonably available, the [City] Director may issue a temporary environmental control permit for the discharge of [such] water described in Subsection (A) on a temporary basis [only.] pursuant to LVMC 14.17.190. A temporary environmental control permit may also be given in order to mitigate an environmental or health hazard with the installation of appropriate rainwater diversion devices or facilities. [If such a permit is granted for the discharge of such water into a public sewer, the user shall pay the applicable charges that are established in a separate resolution that is adopted by the City Council and shall meet such other conditions as may be imposed by the City.] The Director may also allow a user to discharge such wastewater for extended periods under a Class I or Class II environmental control permit.

SECTION 18: Title 14, Chapter 17, Section 90, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.090: It is unlawful for any user to discharge or cause to be discharged into the system any radioactive waste except when:

(A) The user is authorized to use radioactive materials by an applicable Federal and State agency or other governmental agency that is empowered to regulate the use of radioactive materials;

(B) The waste is discharged in strict conformity with current Federal and State regulations for safe disposal;

(C) The user is in compliance with all of the rules and regulations of all other applicable regulatory agencies; and

(D) A Class I permit has been obtained from the [City] Director pursuant to LVMC 14.17.140, 14.17.145 and 14.17.150.

SECTION 19: Title 14, Chapter 17, Section 95, of the Municipal Code of the City of

Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.095: It is unlawful for any user to discharge or cause to be discharged into the system any infectious waste, [unless such waste is ground in a grinder which meets the fineness of grind requirements that are set forth in LVMC 14.17.100(B). In such event, entry to the grinding mechanism shall be restricted to a six-inch by nine-inch opening, and the material shall be placed in containers that are segregated from other suitable disposal containers, do not exceed five gallons in capacity and are colored red for identification. Such containers and their contents shall be weighed and recorded prior to disposal, and such records shall be made immediately available to the City for inspection upon its request.] other than that which may be contained in domestic wastewater. Recognizable portions of the human or animal anatomy shall not be [ground or] discharged [to] into the system.

SECTION 20: Title 14, Chapter 17, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.100: [(A)] It is unlawful for any industrial user to discharge or cause to be discharged into the system any [commercial garbage, food market waste or food plant waste except after the same has been suitably ground in accordance with subsection (B) of this Section.

(B) The following fineness of grind requirements for all types of grinders shall apply at all times.

(1) At least forty percent of the material must pass a No. 8 sieve;

(2) At least sixty-five percent of the material must pass a No. 3 sieve; and

(3) One hundred percent of the material must pass a 1/2-inch screen.

(C) (1) Waste from garbage grinders, other than waste that is generated in preparation of food shall not be discharged into the system.

(2) Garbage grinders shall shred the waste to the degree that all of the particles will be carried freely under the normal flow conditions that prevail in the system and will meet the fineness requirements that are set forth in subsection (B) of this Section, and such a garbage grinder shall not be used for grinding plastic, paper products, inert materials or garden refuse.

(3) The installation of any garbage grinder with a motor of three-fourths

horsepower or greater shall be subject to the review and approval of the Director.] ground food waste.

SECTION 21: Title 14, Chapter 17, Section 105, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.105: It is unlawful for any user to discharge or cause to be discharged into the system any ground or unground sharps. [unless they are ground in an approved grinder that is capable of meeting the fineness of grind requirements that are set forth in LVMC 14.17.100(B). Sharps shall be ground by an approved grinder the motor of which does not exceed five horsepower.]

SECTION 22: Title 14, Chapter 17, Section 110, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.110: (A) Except as otherwise provided by Subsection (B), [It] it is unlawful for any user to discharge or cause to be discharged into the system: [, the City's storm drain system or the waters of the State the contents of any septic tank, holding tank or cesspool or any trucked wastewater.]

(1) Any holding tank waste;

(2) The contents of any interceptor after such contents have been removed; or

(3) Any trucked or hauled wastewater.

(B) The Director may conditionally allow a user to discharge, through an approved connection, wastes that are otherwise prohibited by Subsection (A) of this Section upon:

(1) Submission by the user of a written application and approval by the Director; or

(2) Approval by the Director under emergency conditions.

(C) Discharges approved pursuant to this Section shall be subject to applicable fees and charges established by the City Council pursuant to LVMC 14.17.345.

SECTION 23: Title 14, Chapter 17, Section 115, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.115: It is unlawful for any user to remove any manhole cover, or to discharge or cause to be discharged any wastewater directly into a manhole or other opening in [a sewer other than through an approved (industrial) connection sewer] the system that has not been authorized for wastewater

discharge, unless such discharge is approved by the [City upon] Director. The Director may require a written application by the user and the payment of the applicable fees and charges that [are established in a separate resolution that is adopted] have been established by the City Council[.] pursuant to LVMC 14.17.345.

SECTION 24: Title 14, Chapter 17, Section 120, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 25: Title 14, Chapter 17, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 120, reading as follows:

14.17.120: (A) It is unlawful for any user to discharge or cause to be discharged into the system any of the following materials:

(1) Pollutants that create a fire or explosion hazard in any part of the system, including, but not limited to, wastestreams with a closed cup flashpoint of less than one hundred forty degrees Fahrenheit (sixty degrees Celsius) using the test methods specified in 40 CFR 261.21;

(2) Pollutants that will cause corrosive structural damage to any part of the system, but in no case any discharge with a pH lower than 5.0 unless the works is specifically designed to accommodate such discharges;

(3) Solid or viscous pollutants in amounts that will cause an obstruction to the flow in any part of the system, resulting in interference;

(4) Any pollutant, including oxygen demanding pollutants (BOD, etc.), that are released in a discharge at a flow rate or in a pollutant concentration, or both, that will cause interference with the system;

(5) Heat in amounts that will inhibit biological activity in any wastewater treatment plant operated by the City and therefore result in interference, but in no case heat in such amounts that the temperature at any wastewater treatment plant operated by the City exceeds one hundred four degrees Fahrenheit (forty degrees Celsius), or such higher temperature limits as may be approved by the EPA upon request of the Director;

(6) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil

origin in amounts that will cause interference or pass through;

(7) Pollutants that result in the presence of toxic gases, vapors, or fumes within the system in a quantity that may cause acute worker health and safety problems;

(8) Any trucked or hauled pollutants, except at discharge points designated by the Director;

(9) Any material which, by reason of its nature or quantity, is dangerously flammable, reactive, explosive or corrosive, or which by interaction with other materials results in a fire, explosion, damage to the system, injury, unreasonable safety hazard or nuisance;

(10) Any material that causes a sewer atmosphere to exceed ten percent of the lower explosive limit at the point of discharge into the system, or exceed five percent at any other point in the system;

(11) Floatable material from an industrial user that is readily removable;

(12) Any wastewater that causes interference or pass through;

(13) Any material that adversely affects the result of any whole effluent toxicity test at any wastewater treatment plant; or

(14) Any material the discharge of which violates an applicable regulation promulgated in accordance with Subsections (b), (c) or (d) of Section 307 of the Act.

(B) Except as allowed in an environmental control permit, it is unlawful for any user to discharge or cause to be discharged into the system any of the following materials in concentrations significantly greater than those found in ordinary domestic wastewater:

(1) Gasoline, jet fuel, diesel, kerosene, naphtha, benzene, toluene, ethylbenzene, xylene, ethers, alcohols, ketones, aldehydes, chlorinated hydrocarbons, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, solvents or pesticides;

(2) Acids, caustics, sulfides, fluorides or substances that will react with water to form acidic products;

(3) Particles that are greater than one-half of an inch in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshing, entrails, feathers, ashes, cinders, sand, silt, gravel, spent lime, stone marble dust, concrete, metallic objects, glass, straw, shavings, grass

clippings, rags, spent grains, spent hops, waste paper, wood, plastics, gas tar, asphalt residues, residues from the refining or processing of fuel, lubricating oil, mud, glass grinding or polishing wastes;

(4) Toxic priority pollutants, organophosphorus pesticides, or carbamate pesticides; or

(5) Wastewater that contains pigment or color that can be identified in the discharge from any wastewater treatment plant.

(C) Except where expressly authorized to do so by an applicable national pretreatment standard, it is unlawful for an industrial user to increase the use of process water or in any other way attempt to dilute a discharge as a partial or complete substitute for adequate treatment in order to achieve compliance with a national pretreatment standard or any requirement set forth in this Chapter. The Director may impose mass limitations on any industrial user who uses dilution to meet applicable national pretreatment standards or other applicable requirements set forth in this Chapter, or in any other case where the Director deems the imposition of mass limitations to be appropriate.

SECTION 26: Title 14, Chapter 17, Section 125, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.125: It is unlawful for any user to discharge or cause to be discharged into the system any wastewater if the Director has determined that such discharge may have an adverse or harmful effect upon [the sewer maintenance personnel, wastewater treatment plant personnel or equipment,] <u>any part of the system, any person who operates or maintains any part of the system,</u> treatment plant effluent quality or any public or private property, or may otherwise endanger the public or local ecological systems or tend to create a nuisance. The Director, in determining the acceptability of specific wastewaters, shall consider the nature of the wastewater and the adequacy and nature of the system to accept the wastewater. A user who is affected by any such determination shall have the right to appeal that determination in the manner that is set forth in LVMC 14.17.320[, if such determination creates an extreme hardship,] and to have [such] <u>the</u> appeal finally decided before any criminal proceeding may be instituted against [such] <u>the</u> user.

SECTION 27: Title 14, Chapter 17, Section 130, of the Municipal Code of the City of

Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 28: Title 14, Chapter 17, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 130, reading as follows:

14.17.130: (A) It is unlawful for any industrial user to introduce wastewater into the system that, at any time, exceeds the following concentrations:

Parameter	**Maximum Concentration (mg/L unless otherwise noted)**
Ammonia (as N)	61.0
Arsenic	2.3
Barium	13.1
Beryllium	0.02
Cadmium	0.15
Chromium (Hexavalent)	0.1
Chromium (Total)	5.6
Copper	0.6
Cyanide (Total)	19.9
Lead	0.20
Mercury	0.001
Nickel	1.1
pH	5.0–11.0 Standard Units
Phenols	33.6
Selenium	0.5
Silver	2.7
Total Petroleum Hydrocarbons	100
Zinc	8.2

(B) Notwithstanding the concentration limitations that are set forth in Subsection (A) of this Section, if the Director, in order to implement any provision of this Chapter or any national pretreatment standard, imposes more additional or more restrictive limitations upon a user's

environmental control permit and includes them in the permit, it is unlawful for the user to introduce wastewater into the system that exceeds the permit limitations.

(C) Except as otherwise allowed by the Director pursuant to Subsection (D), it is unlawful for any industrial user to introduce wastewater into the system that exceeds the surcharge thresholds set forth in the table below:

Parameter	Surcharge Threshold (mg/L)
Biochemical Oxygen Demand	600
Phosphorus	14.0
Total Suspended Solids	750

(D) The Director may allow a particular industrial user to discharge in excess of any surcharge threshold set forth in Subsection (C). In such a case, the Director may impose reasonable conditions on the discharge. The user shall pay surcharge fees in amounts that have been established by the City Council pursuant to LVMC 14.17.345, which shall be in addition to sewer service charges established under LVMC Chapter 14.04.

(E) The Director shall determine the method to be used to calculate the total amount of any parameter described in Subsection (C) that is discharged into the system and the amount to be subject to surcharge fees. The method shall be subject to other applicable provisions of this Chapter. The user shall pay the costs of laboratory analyses and staff coordination time used to determine the amount of surcharge fees.

(F) The Director may deny a request to exceed any surcharge threshold set forth in Subsection (C) upon a determination that the discharge has a reasonable potential, either alone or in combination with discharges from other contributing industrial users, to adversely affect the system.

(G) Concentrations of parameters identified in this Section shall be determined using sampling procedures specified in LVMC 14.17.240.

SECTION 29: Title 14, Chapter 17, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 133, reading as follows:

14.17.133: (A) The Director may require any industrial user who introduces wastewater into

the system with a total dissolved solids concentration in excess of one thousand two hundred mg/L to submit a salinity control plan. Such a plan must be submitted to the City within ninety days after notification from the Director to do so. The plan shall contain a description of chemicals and materials that contribute to the total dissolved solids concentration in the wastewater discharged by the industrial user, as well as source control practices that will be incorporated by the industrial user to reduce the total dissolved solids concentration to less than one thousand two hundred mg/L, or the lowest concentration that the Director deems to be reasonably practicable.

(B) The Director may require any industrial user who exceeds the total dissolved solids threshold to resample for this parameter on an ongoing basis and submit the results to the Director to demonstrate compliance with the user's salinity control plan. The user shall pay the costs of laboratory analyses and staff coordination time used to determine concentrations of total dissolved solids. If any subsequent sampling indicates significant deviation from the user's salinity control plan, the Director may require the user to perform corrective action.

(C) The Director may require an industrial user to submit an updated salinity control plan when the Director deems necessary. The plan shall contain additional or revised source control practices that will be incorporated by the industrial user to reduce the total dissolved solids concentration to less than one thousand two hundred mg/L, or the lowest concentration that the Director deems to be reasonably practicable. Updated salinity control plans must be submitted to the Director within ninety days after notification from the Director to do so.

(D) The Director may prohibit the introduction into the system of any wastewater that contains excessive amounts of total dissolved solids, as determined by the Director.

SECTION 30: Title 14, Chapter 17, Section 135, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.135: (A) Bypasses are prohibited, and the [City] <u>Director</u> may take enforcement action against an industrial user for a bypass unless:

(1) The bypass was unavoidable to prevent loss of life, personal injury or severe property damage;

(2) There was no feasible alternative to the bypass, including without

limitation the use of auxiliary treatment facilities, the retention of untreated wastes, or proper maintenance during normal periods of equipment downtime; provided, however, that this exception shall not apply if the Director determines that, in the exercise of reasonable engineering judgment, adequate backup equipment should have been installed to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and

(3) The industrial user submitted the notices that are required by [subsection] Subsection (B) of this Section, and the [City] Director, after considering the potential adverse effects of the anticipated bypass, has determined that the bypass will satisfy the three conditions that are set forth in paragraph (1) of this [subsection] Subsection (A) of this Section and has approved the bypass.

(B) (1) If an industrial user knows in advance of the need for a bypass, it shall submit a prior notice to the [City] Director, if possible, at least ten days before the date of the bypass.

(2) An industrial user shall submit an oral notice to the [City] Director of an unanticipated bypass that exceeds the limits that are imposed in its [wastewater contribution] environmental control permit or the applicable [Federal or State] national pretreatment standards within twenty-four hours after the time that the industrial user becomes aware of the bypass. [Such] The industrial user shall also provide a written [notice] report to the [City] Director within five days after the time the industrial user becomes aware of the bypass, which [notice] report shall contain a description of the bypass, its cause, the duration of the bypass, including the exact dates and times, the steps that have been taken or are planned to prevent the recurrence of such a bypass and, if the bypass has not been corrected, the anticipated time that it is expected to continue and the steps that have been taken or are planned to reduce or eliminate the bypass. The [City] Director may waive such written report on a case-by-case basis if the oral report has been received [by it] within the twenty-four-hour period and it contains all of the required information.

(C) Bypasses that [are determined by the Director to be essential for the proper maintenance] provide essential maintenance to assure efficient operation of an industrial user's facilities are not subject to the provisions of [subsections] Subsections (A) and (B) of this Section [and may be permitted] as long as they do not cause a violation of [such] the industrial user's [wastewater

contribution] environmental control permit or the applicable [Federal or State] national pretreatment standards.

SECTION 31: Title 14, Chapter 17, Section 140, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.140: (A) No statement that is contained in LVMC 14.17.080 to 14.17.135, inclusive, shall be construed as preventing the Director from issuing [a wastewater contribution] an environmental control permit that allows an industrial waste of unusual strength or character if the discharge does not violate the applicable [Federal or State] national pretreatment standards. The discharger shall pay all of the extra costs that are incurred by the City in connection with treating such discharge.

(B) For the purposes of this Chapter, the following user classifications are established in order to assign appropriate user charges and fees and permit requirements:

(1) Class I;

(2) Class II;

(3) Temporary.

(C) Users who are issued permits shall pay all fees established by the City Council pursuant to LVMC 14.17.345, including without limitation application and annual renewal fees. Failure to pay any fee within the applicable time period is sufficient grounds to withhold an environmental control permit or revoke an environmental control permit that was previously issued.

SECTION 32: Title 14, Chapter 17, Section 145, of the Municipal Code of the City of Las Vegas, Nevada, 1983, is hereby amended to read as follows:

14.17.145: (A) Permits for the use of the system [shall be] are required as provided in this Chapter. Permit applications, in the form that is prescribed by the [City] Director and accompanied by all [of the] applicable fees, shall be filed with the Director. [Application and permit fees shall be used to defray the administrative costs and shall be subject to periodic revisions. In compliance with the Federal Water Pollution Act of 1972, all of the costs of industrial waste control are mandated to be charged to the owners or operators of the contributing industrial connections. Wastewater contribution permits may be renewed by the payment of the] Environmental control permits shall be

subject to such annual fees [that are established by the City.] as have been established by the City Council pursuant to LVMC 14.17.345. The cost of the laboratory analyses and staff coordination time [that are required in order to establish] used in establishing an industrial user's compliance with its discharge limits shall be paid by the industrial user whose facility is sampled, in accordance with [the] fees [therefor] that [are] have been established by the City[.] Council pursuant to LVMC 14.17.345.

(B) Each industrial user who proposes to [connect] discharge to any part of the system [must, before doing so,] , unless exempted by the Director, shall apply for and, if required by the [City, obtain a wastewater contribution] Director, obtain an environmental control permit. Also, any industrial user [which] who does not currently have an existing [wastewater contribution] environmental control permit, but proposes to contribute new pollutants, significantly increase the existing pollutants or significantly change the characteristics of existing pollutants [must,] shall, before doing so, [apply for and, if required by the City, obtain a wastewater contribution permit. The City may deny or condition a wastewater contribution permit for a new or increased contribution of pollutants or a change in the nature of the pollutants from an industrial user upon the basis that the industry of which such user is a part has been guilty of violations of the applicable Federal or State pretreatment standards or the limitations that are imposed by this Chapter or upon the basis that such contribution could cause the City's wastewater treatment plant to violate the City's NPDES permit.] comply with LVMC 14.17.185. All industrial users who are connected to, or are discharging into, any part of the system on the date that the [ordinance codified in] 2010 ordinance amending this Chapter becomes effective [must] shall obtain [a wastewater contribution] an environmental control permit, if [the same is] required by the [City,] Director, within one hundred twenty days from and after the effective date of the [ordinance codified in] 2010 ordinance amending this Chapter. [In addition, the holder of each such permit, upon its reissue, shall pay to the City, and each application for a new permit shall be accompanied by, the appropriate fee therefor that is established by the City.]

(C) Each industrial user who submits an application for an environmental control permit shall pay an application fee as established by the City Council pursuant to LVMC 14.17.345. The failure to pay a fee within the time period specified in a permit application, permit or invoice from the City is sufficient grounds to withhold a permit or revoke a permit that was previously issued.

(D) In response to an application for an environmental control permit, the Director may:

(1) Deny a permit;

(2) Determine that no permit is required;

(3) Issue a permit in accordance with the requirements of this Chapter;

(4) Issue a permit subject to conditions that are consistent with this Chapter; or

(5) Issue a permit that imposes additional or more stringent conditions than what this Chapter would otherwise require in order to prevent future violations, if the Director has reason to believe that:

(a) The user may violate applicable national pretreatment standards or any provision of this Chapter; or

(b) The user's contribution could cause a violation of the City's NPDES permit.

SECTION 33: Title 14, Chapter 17, Section 150, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.150: [The wastewater contribution] Environmental control permits shall be classified as follows:

(A) Class I:

(1) Class I includes any industrial user who:

(a) Is subject to [Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N;] national pretreatment standards, as defined herein;

(b) Discharges an average of twenty-five thousand gallons per day or more of process wastewater to the [treatment plant] system (excluding sanitary, noncontact cooling and boiler blowdown wastewater);

(c) Contributes a process wastestream which makes up five percent or more of the average dry weather hydraulic or organic capacity of [the] any wastewater treatment plant; or

(d) Is designated as such by the [City] Director on the basis that the industrial user has a reasonable potential, either alone or in combination with other contributing industries, [for adversely affecting the City's treatment plant's operation or for violating any pretreatment standard or requirement (in accordance with 40 CFR 403.8(f)(b)); or

(e) Has in its waste discharge a toxic pollutant in toxic amounts, as that term is defined in the standards that are issued pursuant to Section 307(a) of the Act and the Toxic Substances Control Act.] to adversely affect the system, cause interference, cause pass through, or violate any national pretreatment standard (in accordance with 40 CFR 403.8(f)(6)).

(2) The facilities of each Class I industrial user shall be [inspected and sampled a minimum of two times per year.] subject annually to a minimum of two inspections and one sampling by the Director.

(3) Each Class I industrial user shall perform self-monitoring as follows:

(a) A minimum of two times per year; and

(b) Such additional times per year as the Director may require in order to determine compliance with any national pretreatment standard or any requirement set forth in this Chapter.

(B) Class II:

(1) Class II includes any industrial user who:

(a) [Has a discharge flow of less than twenty-five thousand gallons a day;] Is not required to obtain a Class I permit; [or] and

[(c)] (b) [Discharges, or has the potential to discharge, wastes which may have, either alone or in combination with other industries, potential effects on the City's treatment facilities or discharge limitations.] Is designated by the Director as Class II on the basis that the user:

(i) Discharges into the system a pollutant or pollutants that have a reasonable potential, either alone or in combination with discharges from other contributing industrial users, to adversely affect the system, cause interference, cause pass through, or violate any requirement set forth in this Chapter; or

(ii) Has on the premises a pollutant or pollutants that, if

discharged or released into the system, have a reasonable potential, either alone or in combination with discharges from other contributing industrial users, to adversely affect the system, cause interference, cause pass through, or violate any requirement set forth in this Chapter.

(2) The facilities of each Class II industrial user shall be inspected and sampled [on a random basis.] as deemed necessary by the Director.

(3) The Director may require a Class II industrial user to perform periodic self-monitoring as the Director may deem appropriate or necessary in order to determine compliance with any requirement set forth in this Chapter.

(C) Temporary:

(1) Temporary includes any user who has been authorized by the Director to discharge stormwater, groundwater, or any other wastewater whose discharge is otherwise prohibited by LVMC 14.17.085.

(2) The facilities of each Temporary user shall be inspected and sampled as deemed necessary by the Director.

(3) The Director may require a Temporary user to perform periodic self-monitoring as the Director may deem appropriate or necessary in order to determine compliance with any requirement set forth in this Chapter.

SECTION 34: Title 14, Chapter 17, Section 155, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.155: (A) Each user who [seeks a wastewater contribution permit] is required to obtain a Class I or Class II environmental control permit, or a renewal thereof, shall complete and file with the [City] Director an application on the form that is prescribed by the Director. The application shall be accompanied by [the] any applicable [fee.] fees that have been established by the City Council pursuant to LVMC 14.17.345. In support of its application, the applicant shall submit [the following information:] all pertinent information associated with the discharge, including without limitation:

(1) The name[,] (including any company name), street address, mailing address, telephone number, names of authorized representatives, and [Standard Industrial Code number] SIC code(s) of the applicant;

(2) The volume of the wastewater that the applicant anticipates will be discharged;

(3) The [constituents] parameters and characteristics of the wastewater that the applicant anticipates will be discharged, including without limitation those that are set forth in LVMC 14.17.085 to 14.17.110, inclusive, and 14.17.120 to 14.17.130, inclusive, as those [constituents] parameters and characteristics are determined by an [analytical] independent laboratory that [is approved by the City;] meets the requirements set forth in LVMC 14.17.225;

(4) The time and duration of the proposed discharge;

(5) The average and [three minute] peak wastewater flow rates, including without limitation daily, monthly, and seasonal variations, if any;

(6) The site plans, floor plans, mechanical and plumbing plans and details of the applicant's facilities that show all of the sewers and appurtenances by size, location and elevation;

(7) A description of the applicant's activities, facilities and plant processes on the premises, including without limitation all of the materials and types of materials which are, or could be, discharged;

(8) Each product that is produced by the facilities, by type, amount and rate of production;

(9) The number and type of employees and their respective hours of work; and

(10) Any other information [that may be] requested by the Director[.], including without limitation information related to any national pretreatment standard or any requirement set forth in this Chapter.

(B) The [City] Director will evaluate the data that are furnished by the applicant and may require additional information.

(C) After the acceptance and evaluation by the [City] Director of the data that are so furnished, the [City] Director may issue [a wastewater contribution] an environmental control permit, which [will] shall be subject to [terms and conditions that are provided herein.] the provisions

of this Chapter.

SECTION 35: Title 14, Chapter 17, Section 160, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.160: Each [wastewater contribution] environmental control permit shall be expressly subject to all of the provisions of this Chapter and all other regulations, user charges and fees that are established by the City. The conditions of all [wastewater contribution] environmental control permits shall be [uniformly] enforced in accordance with this Chapter and applicable Federal and State regulations. The conditions of each [wastewater contribution] environmental control permit may, without limitation, include any or all of the following:

(A) The unit charge or schedule of user charges, surcharge fees and other fees that must be paid by the permittee in order for the wastewater to be discharged into the system from its facilities;

(B) [The average and maximum wastewater constituents] Limits on the parameters and characteristics of the wastewater discharges from the permittee's facilities;

(C) [The limits] Limits on rate and time of the wastewater discharges from the permittee's facilities or the requirements for flow regulation and equalization with respect thereto;

(D) [The limits regarding the discharge by the permittee of specific pollutants;

(E) The requirements] Requirements for the installation of inspection and sampling facilities and [uncontrolled discharge] spill containment facilities with respect to the permittee's facilities;

[(F)] (E) [The] Other monitoring and inspection requirements which, without limitation, may include specific sampling locations, frequency of sampling, times of sampling and number and types of test standards and reporting schedules, for the monitoring programs at the permittee's facilities;

[(G)] (F) [The pretreatment] Pretreatment facility requirements with respect to the permittee's facilities;

[(H)] (G) [The requirements] Requirements for maintaining and submitting technical reports and plant records that relate to the wastewater discharges from the permittee's facilities;

[(I) Daily average and daily maximum discharge rates or other appropriate conditions when pollutants that are subject to limitations and prohibitions are proposed or are present in the wastewater discharges from the permittee's facilities;

(J)] (H) [The compliance] Compliance schedules [that are required] for the permittee's facilities;

[(K)] (I) [The analyses] Analyses of the wastewater discharges from the permittee's facilities that are to be [established by the City through an annual notification process and are to be] performed, as a part of the permittee's compliance effort, by [a laboratory that is approved by the City;] an independent laboratory that meets the requirements set forth in LVMC 14.17.225;

[(L)] (J) [The requirements] Requirements for maintaining, and for affording the [City] Director access to, the records of the permittee's facilities that relate to its wastewater discharges;

[(M)] (K) [The requirements] Requirements for the notification of the [City] Director of any introduction of new [constituents] parameters or any substantial change in the volume or character of the existing [constituents] parameters of the wastewater discharges from the permittee's facilities;

[(N)] (L) [The requirements] Requirements for the notification of the [City] Director of [slug,] spill, upset or bypass discharges from the permittee's facilities;

[(O)] (M) The requirement that an amended application [must] shall be filed within ten working days after any [condition that is contained] information, quantity or operation that was reported in the original application is changed; [and]

(N) Compliance with the stormwater provisions of LVMC Chapter 14.18; and

[(P)] (O) Such other conditions as may be appropriate in order to ensure compliance by the permittee with this Chapter. [These conditions may include development of a slug prevention and control plan, penalty provisions, twenty-four-hour noncompliance notification, thirty-day resampling in the event of noncompliance, and notice to the City of potential problems.]

SECTION 36: Title 14, Chapter 17, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 163, reading as follows:

14.17.163: When required by the terms of an environmental control permit, the permittee shall

prominently display the permit or any related notice in the facility to which it pertains.

SECTION 37: Title 14, Chapter 17, Section 165, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.165: (A) Each [wastewater contribution] Class I environmental control permit shall be issued for a specified period, not to exceed five years, and each [user] permittee who desires renewal of the permit shall [apply] submit an application for renewal [of its permit] not later than sixty days prior to the expiration of its existing permit.

(B) Each Class II environmental control permit may be issued for a specified period or on an indefinite basis, and may be issued as a "custom permit" or a "general permit." If a permit is issued for a specified period and the permittee desires renewal of the permit, the permittee shall submit an application for renewal not later than sixty days prior to the expiration of its existing permit. If a permit is issued on a indefinite basis, the Director at any time may revise the permit so that it expires at a specified time, and may require the permittee to submit an application for renewal.

(C) Each temporary environmental control permit shall be issued for a specified period, not to exceed two years. A temporary environmental control permit is not subject to renewal.

[(B)] (D) If [such] a Class I or Class II industrial user [makes] submits a timely application for renewal and is not notified by the [City] Director of the renewal of its permit at least thirty days prior to the expiration of its existing [permits,] permit, its existing permit shall automatically be extended [for an additional thirty days.] until the effective date of the Director's final decision on the application.

(E) If an industrial user fails to apply for or renew an environmental control permit in a timely fashion, the Director may issue or renew such permit without an application or take other action as provided for in this Chapter.

SECTION 38: Title 14, Chapter 17, Section 170, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.170: (A) The [City] Director may change the terms and conditions of any [wastewater contribution] environmental control permit during the period for which it was granted for adequate cause[.], including without limitation:

(1) To incorporate any new or revised national pretreatment standards or Federal, State or local pretreatment requirements;

(2) In response to material or substantial alterations or additions to the permittee's process, discharge volume or discharge character that were not considered in issuing the permit then in effect;

(3) In response to any change in circumstance of the permittee or change in condition of the system that supports a temporary or permanent reduction or elimination of the authorized discharge;

(4) In response to information indicating that the permitted discharge poses a threat to the system, City personnel, or the receiving waters;

(5) Violation by the permittee of any terms or conditions of the permit;

(6) A misrepresentation or failure by the permittee to disclose fully all relevant facts in the permit application or in any required reporting;

(7) To reflect the terms of any variance from national pretreatment standards that has been granted pursuant to 40 CFR 403.13, or any revision to such a variance;

(8) To correct typographical or other errors in the permit; or

(9) Upon request of the permittee, provided that the request is approved by the Director and does not create or result in a violation of any national pretreatment standards or any other applicable requirements, laws, rules or regulations.

(B) The filing by a permittee of a request for the modification, revocation and reissuance, or termination of a permit, or of a notification of planned changes or anticipated noncompliance, shall not stay the enforcement of any permit condition. However, the Director has the discretion to stay the enforcement of any permit condition in connection with a request for permit modification.

(C) The [user] permittee shall be informed of any [proposed] change in its [wastewater contribution] environmental control permit at least thirty days prior to the effective date such of change. Any change or new condition in such permit shall include a reasonable time schedule for compliance therewith. The [user] permittee will, however, be required to meet milestone dates

established in [Federal categorical] any applicable national pretreatment standards.

SECTION 39: Title 14, Chapter 17, Section 175, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.175: (A) Each [wastewater contribution] environmental control permit will be issued to a specific user [for a specific operation] at a specific location and shall not be assigned, transferred or sold.

(B) Properties that are not connected contiguously are not eligible for regulation under the same environmental control permit.

(C) The discharge characteristics regulated by two or more environmental control permits shall not be averaged or combined for the purpose of reducing any user fee or satisfying any national pretreatment standard or any requirement set forth in this Chapter.

SECTION 40: Title 14, Chapter 17, Section 180, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 41: Title 14, Chapter 17, Section 185, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.185: No wastewater discharge in which there has been a contribution of new pollutants, [an] a significant increase in the existing pollutants, or a significant change in the characteristics of the existing pollutants [which causes such discharge to be different from that which is expressly allowed under a user's existing wastewater contribution permit] shall be commenced without [the] prior written notification to[, and the approval by,] the Director. Upon such notification, the Director[, in his sole discretion,] may modify a user's existing environmental control permit or, in the case of a user without a permit, require that [a new] an application be filed and [a new wastewater contribution] an environmental control permit be obtained before any waste discharge that involves such change takes place. [This written notification and approval by the Director is also required for any industrial user who is not currently required by the City to obtain a wastewater contribution permit, but who proposes any changes or modifications in its nondomestic wastewater discharge.]

SECTION 42: Title 14, Chapter 17, Section 190, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.190: (A) [A temporary wastewater discharge permit shall be required of all users who are granted temporary permission by the City to discharge unpolluted water, storm drainage and ground water that is discharged directly or indirectly into the system. Such a temporary permit may be granted if no alternate method of disposal is reasonably available. The provisions of LVMC 14.17.080 to 14.17.110, inclusive, and 14.17.120 to 14.17.130, inclusive, of this Chapter which pertain to wastewater strength and characteristics shall apply to such temporary permit.

(B)] Each user who seeks a temporary [wastewater discharge] environmental control permit shall complete and file with the [City, prior to commencing discharge,] Director an application in the form that is prescribed by the Director. Such application shall be accompanied by [the applicable fee and such data as] any other information that may be requested by the [City] Director for [its] review and approval.

[(C)] (B) The [City] Director may specify and make a part of each temporary [wastewater discharge] environmental control permit specific conditions and [pretreatment] requirements.

[(D)] (C) Upon approval of a permit by the Director, [An application] a permit fee for a temporary [wastewater discharge] environmental control permit shall be paid by the applicant in the amount [adopted by a separate resolution that is adopted] established by the City Council[.] pursuant to LVMC 14.17.345. The fee shall be payable prior to issuance of the permit.

[(E)] (D) [A charge for use, to defray all of the costs of the City for providing wastewater collection and treatment service and monitoring, shall be established by a separate resolution that is adopted by the City Council. A deposit in an amount to be determined by the Director as being sufficient to pay the estimated charges for use shall accompany the application for a temporary wastewater discharge permit, and such deposit shall be applied to the charges for the use of the system thereunder.] Prior to the issuance of a permit, the applicant shall also pay hydraulic loading fees and, if applicable, surcharge fees based on the estimated total discharge volume for the duration of the permit; provided, however, that the Director, on a case-by-case basis, may allow the discharger to measure the flow with a flow meter or similar device that is approved by the Director, and to pay hydraulic loading fees and any applicable surcharge fees on an ongoing basis during the duration of the permit. Hydraulic loading fees shall be determined by dividing by 90,000 the total number of

gallons of water discharged, and multiplying the result by the domestic strength user rate set forth in LVMC 14.04.030. Surcharge fees, if applicable, shall be determined pursuant to LVMC 14.17.245.

[(F)] (E) [Each temporary wastewater discharge permit shall be issued for a specific period, not to exceed two years.] The terms and conditions of [such] a temporary environmental control permit [may be] are subject to modification and change by the [City] Director during the period for which it was issued. Any change or new condition in such permit shall include a reasonable time schedule for compliance therewith.

SECTION 43: Title 14, Chapter 17, Section 195 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.195: [Wastewater contribution permits for industrial] The City is authorized to regulate wastewater discharges from users who are located outside of the corporate boundaries of the City but are tributary to the system, [will be issued by the City by way of a specific] consistent with any interlocal agreement. The requirements of this Chapter shall apply to each such user. The Director [will be] is authorized to inspect and monitor the facilities of each such [industrial] user [who is issued a permit hereunder] in order to determine its compliance with this Chapter. [, and the requirements of this Chapter apply to each such industrial user.]

SECTION 44: Title 14, Chapter 17, Section 200, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.200: (A) [An] The Director may require an industrial user to establish and operate an industrial wastewater pretreatment facility [or device may be required by the City] to treat industrial flows prior to their discharge into the system whenever it is necessary to restrict or prevent the discharge to the system of [certain waste constituents,] waste parameters regulated by this Chapter, to distribute more equally over a longer period any peak discharge of industrial wastewaters, or to accomplish any pretreatment result that is required by the [City.] Director. All such pretreatment facilities or devices [shall] must first be approved by the City before their use, but such approval shall not absolve the industrial user that owns or operates the [same] facility of the responsibility of meeting any industrial effluent limitation that is imposed by the [City] Director on such flows. In a special case, the [City] Director may require the construction of sewer lines by the industrial user in order to

convey certain industrial wastes to a specific trunk sewer. All pretreatment facilities that are judged by the [City] Director to require engineering design shall have the plans therefor prepared and signed by [an] a registered professional engineer of suitable discipline who is licensed in the State[.] of Nevada. Detailed plans that show the pretreatment facilities and operating procedures, including without limitation accidental discharge procedures, shall be submitted to the [City] Director for [its] review and approval before such plans and procedures are implemented. Such review and approval, however, shall not absolve the industrial user that owns or operates such facilities from the responsibility of modifying such facilities in the future as may be necessary in order to produce an effluent that is acceptable to the [City] Director under the provisions of this Chapter. No industrial user shall ever increase the use of water, or in any other manner attempt to dilute a discharge, as a partial or complete substitute for adequate methods for the reduction of pollutants to achieve compliance with this Chapter and such industrial user's [wastewater contribution] environmental control permit.

(B) [Normally a gravity separation interceptor, equalizing tank, neutralization chamber and control manhole shall be required, respectively, in order to remove prohibited settleable and floatable solids, to equalize wastewater streams which vary greatly in quantity or quality, or both, to neutralize low or high pH flows and to facilitate inspection, flow measurement and sampling. Floor drains from commercial or manufacturing buildings, warehouses or multi-use structures, as required by the Director shall not discharge directly to the system but shall first discharge to a gravity separation interceptor.] The following shall be required when deemed necessary by the Director:

(1) An interceptor to remove prohibited settleable and floatable material;

(2) An equalizing tank to equalize wastewater streams which vary greatly in quantity or quality;

(3) A neutralization chamber to neutralize low or high pH flows; and

(4) A monitoring facility to facilitate inspection, flow measurement and sampling.

(C) All domestic or sanitary wastewaters from restrooms, showers, drinking fountains and similar facilities shall be kept separate from all industrial wastewaters until the industrial

wastewaters have passed through any required pretreatment facility or monitoring device if it is reasonably [practical] practicable and deemed necessary by the [City.] Director.

(D) If it is deemed necessary by the [City] Director for an industrial user, whether under permit or not, to install a pretreatment facility, [or device,] the [City] Director shall place a time constraint on the final installation and operational date of [such] the facility. [or device.] If appropriate, this constraint shall include without limitation a compliance schedule which indicates milestone dates for the design of the facility, [or device,] final engineering approval, start of construction and start up date, and a compliance deadline. The industrial user shall submit regular progress reports [to be received monthly] as required by the [City.] Director. The compliance schedule may be extended, [only as provided for by Section 14.17.290(A)(1) using the same procedures as noted therein for extension of a compliance schedule associated with a wastewater contribution permit.] but only if the industrial user has shown good faith in attempting to comply with the conditions of its permit but requires additional time for the construction or acquisition, or both, of equipment that is related to pretreatment.

(E) An industrial wastewater pretreatment facility shall be properly operated and maintained at all times. Proper operation and maintenance includes, without limitation, adequate operator staffing and training; adequate laboratory and process controls, including appropriate quality assurance procedures; appropriate observation of equipment performance; appropriate calibration and adjustment to ensure good performance; good housekeeping; appropriate replacement of parts; regular removal of waste materials; and implementation of good management practices. Backup or auxiliary facilities or similar systems may also be required to ensure compliance with this Chapter.

(F) The Director may require an industrial user to employ pretreatment facility operators who are certified as Industrial Waste Operators by the Nevada Water Environment Association, with the minimum grade of certification required to be determined by the Director.

(G) If the Director determines that a pretreatment facility has been improperly shut off or bypassed, is not operational, is not properly operated or maintained, or does not provide adequate treatment, the Director may require that another pretreatment facility be installed.

SECTION 45: Title 14, Chapter 17, Section 205, of the Municipal Code of the City of

Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.205: (A) Any [Class I] industrial user[, or any other industrial user, discharging] who discharges wastewater under a City permit [by the City or without such permit, at the discretion of the Director, shall be required to] shall, as required and approved by the Director and at the user's expense, install and maintain monitoring facilities and equipment in order to allow inspection, sampling or measurement, or any combination thereof, of [the] its building sewer or plumbing systems. [and may also be required to provide, install and operate sampling or measuring, or both, equipment at such industrial user's expense.] Such facilities shall [be] normally be situated on the industrial user's premises, but the Director [may, in his discretion,] shall have the discretion to allow or require monitoring facilities to be constructed elsewhere at the industrial user's expense.

(B) [Each industrial user who makes periodic measurements shall furnish and install, at its own cost and expense, at the sampling well or other appropriate location] Required monitoring equipment may include a calibrated flume, weir, flow meter, or any similar device that is approved by the [City] Director and that is suitable to measure the industrial wastewater flow rate and total volume. A [flow indicating,] flow-indicating, recording and totalizing register may also be required by the [City.] Director. In lieu of such wastewater flow measurement, the [City] Director may accept records of water [usage] consumption and may adjust the flow volumes by suitable factors in order to determine the peak and average flow rates for a specific discharge.

(C) If two or more industrial users can discharge into a common side sewer, the Director may require the installation of a separate monitoring facility for each such user. Also, if, in the judgment of the Director, there is a significant difference in the [constituents] parameters and characteristics of the wastewaters produced by the different operations of a single industrial user, the Director may require that separate monitoring facilities be installed for each separate [discharge.] operation.

(D) Sampling and flow measurement facilities shall be constructed and located in such a manner as will provide safe access to authorized personnel from the City. If a monitoring facility is [inside an industrial user's fences,] in a location with restricted access, measures shall be taken in order to afford access to the facility by the personnel of the City, including without limitation

such measures as a gate secured with a lock that is furnished by the [City.] Director. There shall be ample operating area in or near such monitoring facility in order to allow accurate sampling and compositing of the samples for analysis. The industrial user shall assure that the access and the sampling and measuring equipment are maintained in a safe and proper operating condition at all times at no expense to the City.

(E) [The monitoring facility,] Monitoring facilities, and the sampling and measuring equipment therein, shall be provided in accordance with [the City's] design requirements provided by the City and all [of the] applicable construction standards, safety devices and specifications. Construction shall be completed within ninety days following the industrial user's receipt of written notification from the City to provide [the same.] the monitoring facilities.

(F) [The monitoring facility shall be provided with] Monitoring facilities may be required to include a security closure that can be locked during the sampling or monitoring with a lock that will be provided by the [City.] Director.

(G) Unrestricted access to [the monitoring facility] monitoring facilities shall be available to authorized personnel of the City at all times[.] that are deemed necessary by the Director.

SECTION 46: Title 14, Chapter 17, Section 210, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 47: Title 14, Chapter 17, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 210, reading as follows:

14.17.210: Interceptors shall be installed and maintained by the user, and at the user's expense, in accordance with the following requirements:

(A) Each commercial food preparation or food dispensing facility shall install a grease interceptor, the size and design of which shall be in accordance with current City requirements.

(B) Each vehicle or equipment maintenance, repair or washing facility shall install a sand/oil interceptor, the size and design of which shall be in accordance with current City requirements.

(C) Any facility not identified in Subsections (A) or (B) of this Section that is

determined by the Director to have the potential to discharge floatable or settleable material into the system shall install a grease interceptor or a sand/oil interceptor, as determined by the Director, of a size and design that are in accordance with current City requirements.

(D) An interceptor that, at the time of its installation at a user's facility, was legally and properly installed in accordance with then-applicable requirements, but which does qualify as an interceptor required under Subsection (A), (B) or (C) of this Section, shall be acceptable as an alternative if the interceptor is effective in removing floatable and settleable material, and is designed and installed in such a manner that it can be inspected and properly maintained. If at any time the Director determines that such interceptor is incapable of adequately retaining the floatable and settleable material in the wastewater flow, or that it was installed in such a manner that it can no longer be inspected or properly maintained, the user shall install a new interceptor, of a size and design that are in accordance with current City requirements, within ninety days after being notified of the requirement.

(E) A user's installation of an interceptor of a design that is specified in Subsection (A), (B) or (C) of this Section shall not relieve the user of the responsibility to keep floatable and settleable material from entering the system contrary to the provisions of this Chapter. If at any time the Director determines that an interceptor is not adequate under the actual conditions of its use, the user shall install a new interceptor or pretreatment facility that is effective in accomplishing the intended purpose. The new interceptor or pretreatment facility shall be of a size and design that are in accordance with current City requirements, and shall be installed by the user within ninety days after the user is notified of the requirement.

(F) Any interceptor that is required by this Section shall be readily accessible for inspection and shall be properly maintained to ensure that accumulations of floatable and settleable material do not impair the efficiency of the interceptor and are not discharged into the system. An interceptor shall not be considered properly maintained if accumulations of floatable and settleable material in any chamber total more than twenty-five percent of the chamber's operative fluid capacity. Each interceptor shall be routinely pumped at an appropriate frequency, but no less than once per calendar year. The Director may impose additional pumping and cleaning requirements consistent

with this Chapter. Every fitting, standpipe, plumbing appurtenance, baffle and chamber that is required for correct operation of an interceptor shall be properly installed and in proper working condition at all times.

(G) Each user that is required to use and maintain an interceptor shall keep a record of every time the interceptor is pumped or cleaned. This record shall include the date, the name of the company that pumped or cleaned the interceptor, and the amount of waste that was removed. Such records shall be made available to the Director upon request. The removal of waste shall be done by a company licensed to haul such waste and the waste shall be disposed of in accordance with Federal, State and local regulations.

(H) If a user fails to comply with any requirement of this Section, a notice of violation may be issued to, and a penalty fee levied against, the user. If, on any subsequent inspection, it is found that the failure to comply continues, additional penalty fees may be levied against the user. The Director may also take any other action concerning the user that is provided for in this Chapter.

(I) It is unlawful for any person to:

(1) Discharge into the system wastewater from any mobile catering vehicle, other than through an approved connection that is designed for such purpose and that flows into an approved grease interceptor;

(2) Dispose of oil, grease or any other floatable or settleable material into an interceptor, other than material that has been washed off during normal cleaning;

(3) Dispose of any material into an interceptor other than through the approved inlet plumbing; or

(4) Introduce into an interceptor any additive that causes or is designed to cause any floatable or settleable material to be discharged into the system that would otherwise have been retained in the interceptor.

(J) Compliance with this Section shall not absolve a user from complying with the maximum discharge limitations set forth in LVMC 14.17.130(A).

(K) Compliance with the maximum discharge limitations set forth in LVMC 14.17.130(A) shall not absolve a user from complying with any requirement of this Section.

SECTION 48: Title 14, Chapter 17, Section 215, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.215: (A) Upon [its receipt of a] written notification from the Director, or as required by an environmental control permit, [each] an industrial user shall provide [facilities for the] secondary containment [of uncontrolled discharges of] for prohibited material or other substances that are regulated by this Chapter[.], as determined by the Director. [Facilities to contain such discharges] Secondary containment for such material shall be provided and maintained at the user's sole cost and expense.

(B) [Each user who is so notified shall provide a detailed slug] Upon written notification from the Director, or as required by an environmental control permit, an industrial user shall submit to the Director and implement a spill prevention and control plan, including, without limitation, plans for the [facility] secondary containment system and operating procedures. [, to the Director for his review and approval.] This [slug] spill prevention and control plan shall contain, but is not limited to, the following elements:

(1) Description of discharge, including nonroutine batch discharges;

(2) Description of stored chemicals;

(3) Procedures for promptly notifying the [City] Director of [slug discharges, including] any spill or any discharge that would violate [a specific prohibition contained in 40 CFR 403.5(b) or] any provision of this Chapter; [, including procedures for follow-up written notification within five days;]

(4) Procedures to prevent [accidental] spills, including as necessary, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents);

(5) Procedures and practices for responding to [accidental] spills, including as necessary measures and equipment for emergency response and follow-up practices to minimize [the] any damage. [suffered by the City's wastewater treatment plant or the environment.]

[(B)] (C) [Such plans and procedures must be approved before the installation or the

commencement of the construction of the facility. The construction of the facility shall be completed within the period that is designated by the Director in the notification to the user of his approval thereof. The review and approval of a slug prevention and control plan and operating procedures shall not absolve the user of the responsibility of modifying its facility as may be necessary in order to satisfy the requirements of this Chapter.] If at any time the Director determines that a spill prevention and control plan is inadequate, such plan shall be modified and implemented as specified by the Director.

SECTION 49: Title 14, Chapter 17, Section 220, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.220: (A) [Upon receipt of a written notification from the Director, each user of flammable substances and each user who is subject to uncontrolled discharges of flammable substances may be required to] The Director may require any user who has the potential to discharge flammable substances to install, operate and maintain a combustible gas monitoring [system] device and [facility] a mechanism to divert the entire wastewater flow to a holding tank whenever the combustible gas level at its establishment is greater than twenty percent of the lower explosive limit. Such [system and facility] device and mechanism shall be provided and maintained at the user's sole cost and expense.

(B) Each user who is so notified shall provide, within the time specified by the Director, detailed gas monitoring and wastewater diversion plans, including without limitation plans and specifications for the [facility] monitoring device and operating procedures, to the Director for [his] review and approval. At a minimum, the monitoring device and diversion mechanism shall be installed in a field location and have an indicator, automatic continuous recorder, adjustable two-stage alarm system, calibration for methane detection, and a means for diverting the flow to a holding tank; provided, however, that the Director has the discretion to waive any of these installation requirements by way of written notice to the user. [Such plans] Plans required by this Subsection (B) shall include procedures for notification of City personnel in the event of [uncontrolled] any spill or emergency discharge of flammable substances, a complete description of all such substances stored or used at the facility, and procedures to be [taken] implemented in order to prevent an adverse impact [on] to the

[wastewater treatment plant or the collection] system if such an event were to occur. The plans [must] shall also contain descriptions of emergency procedures for containment of [spills] releases of flammable materials within the facility, [to include] including the specific procedures to be taken by facility personnel, emergency telephone numbers and contacts, and [any other] procedures [as required] to prevent the [spill from impacting the wastewater treatment plant or the collection] release from harming the system.

[(B)] (C) [Such plans and procedures must be approved before the installation or the commencement of the construction of such system and facility. At the minimum, the monitoring system and facility must be installed in a field location and have an indicator, automatic continuous recorder, adjustable two-stage alarm system, calibration for methane detection and a means for diverting the flow to a holding tank; provided, however, that the Director, in his sole discretion, may waive any of these requirements by way of a written notice to the user.] The installation or construction of [such system and facility] the monitoring device and diversion mechanism shall be completed within a period that is designated by the Director. [in the notification to the user of his approval thereof.] The review and approval of gas monitoring and wastewater diversion plans shall not absolve the user of the responsibility of satisfying [the requirements of] any national pretreatment standard or any requirement set forth in this Chapter.

SECTION 50: Title 14, Chapter 17, Section 225, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 51: Title 14, Chapter 17, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 225, reading as follows:

14.17.225: (A) Periodic measurements of flow rates, flow volumes and wastewater characteristics shall be made at the times and in the manner prescribed by the Director. The Director may impose monitoring requirements on, and include them within, a permit, or may provide written notice to a user requiring the user to perform wastewater analyses. The permit or written notice may specify the times and locations for monitoring, as well as the manner of sampling, manner of analysis, and manner of reporting.

(B) Each wastewater analysis that is required pursuant to this Chapter or by the Director shall be performed by an independent laboratory that has a current wastewater certification from the State of Nevada to perform the required analysis. If the State of Nevada does not certify laboratories for the required analysis, it shall be performed by a laboratory that is certified by the State of Nevada for at least one other wastewater parameter. Each analysis shall be performed using analytical methods that are set forth in 40 CFR Part 136 or methods that have been approved by NDEP.

(C) Monitoring data shall be submitted to the City as specified by the Director or as required by this Chapter. Unless exempted by the Director, the submitted data shall include all laboratory analytical reports, chain-of-custody records, any required supporting documentation.

(D) All documentation with respect to any sample that is collected pursuant to this Chapter shall be maintained by the user for a minimum of three years. The period shall be extended during the course of any unresolved litigation concerning the user or the user's contribution to the system, or upon the request of the Director. The documentation required by this Section shall be made available for inspection and copying by the Director at all reasonable times, and shall include without limitation the following:

(1) The date, exact location, method, and time of sampling, and the names of the person or persons who collected the samples;

(2) The sample preservatives and the dates on which the analyses were performed;

(3) The identity and addresses of the laboratory or laboratories that performed the analyses; and

(4) The results of each such analysis, including any laboratory-supplied documentation.

(E) Each user who submits monitoring data shall certify under penalty of law that the document and all attachments were prepared under the user's direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. The user shall also certify that, based on the user's inquiry to the person or

persons who manage the system or those who are directly responsible for gathering the information, the information is, to the best of the user's knowledge and belief, true, accurate and complete.

(F) All costs associated with sampling, analyses and flow measurements required by the Director or otherwise pursuant to this Chapter shall be paid by the user. If any sampling, analysis or flow measurement is performed by the Director or an employee or agent of the City, the user shall pay the City a charge sufficient to defray the actual expenses for personnel, space, equipment and supplies so incurred.

SECTION 52: Title 14, Chapter 17, Section 230, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 53: Title 14, Chapter 17, Section 235, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.235: [(A) The] All sampling, analysis and flow measurement procedures, equipment and results pertaining to any user shall be subject at all reasonable times to inspection by the [City.] Director. [Sampling and flow measurement facilities shall be constructed and located in such a manner as will provide safe access to the authorized personnel of the City.

(B) Each user who is required by the City to make periodic measurements of its wastewater flows and constituents shall make at least the minimum number of such measurements required. The minimum requirement for such periodic measurements shall be at least one twenty-four-hour measurement per year, and representative samples of the wastewater shall be obtained at least once per hour during the twenty-four-hour period and shall be properly refrigerated, composited according to measured flow rates during the twenty-four hours and analyzed for the specified wastewater constituents. If the sampling protocol, as established in 40 CFR 403.12, prohibits the use of composite samples, a grab sample shall be taken during the twenty-four-hour period. Each user who is required to obtain only a few samples per year shall take such samples during the periods of the highest wastewater flow and wastewater constituent discharges. An industrial plant that has a large fluctuation in quantity or quality of wastewater may be required to provide continuous sampling and analyses for every working day, if it is required to do so by the City. A user may also be required to install and maintain in proper order automatic flow-proportional

sampling equipment or automatic analysis and recording equipment, or both.

(C) Measurements to verify the quantities of waste flows and waste constituents that are reported by each user will be conducted on a random basis by the personnel of the City.] The Director may take measurements at any user's facility to determine wastewater flows and wastewater parameters. The Director may by written notice require any user to split samples, providing part of the sample to the Director and sending the remainder to an independent laboratory for testing.

SECTION 54: Title 14, Chapter 17, Sections 240 and 245, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby repealed in their entirety.

SECTION 55: Title 14, Chapter 17, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto two new sections, designated as Sections 240 and 245, reading respectively as follows:

14.17.240: (A) The Director may require any user to collect composite or grab samples, and designate the sampling procedures. Users shall collect grab samples for the determination of pH, volatile organics, hexavalent chromium, total oil and grease, total petroleum hydrocarbons, phenols, cyanide and sulfide, and any other substance for which a composite sample is inappropriate. Users may collect either grab or composite samples for other parameters unless otherwise specified by the Director. A user shall collect samples when normal business operations are generating typical wastewater discharges. An industrial user who has a large fluctuation in quantity or quality of wastewater may be required to install and maintain automated sampling equipment or automated analysis and recording equipment, or both.

(B) Samples shall be handled and stored in accordance with procedures that are set forth in 40 CFR Part 136 or procedures that have been approved by NDEP. The Director may require sampling, handling and storage of samples to be performed by a qualified independent contractor.

(C) If a user monitors any parameter more frequently than is required by the user's permit or by written notification from the Director, and uses the procedures that are set forth in 40 CFR Part 136 or procedures that have been approved by NDEP, the results of such monitoring shall be included in any calculations of pollutant discharge (daily maximum or monthly average), and included in any monitoring reports required by this Chapter.

(D) The Director may require a user to provide a minimum notification of up to fourteen days in advance of any scheduled monitoring or sampling that is to be performed. Such notification shall include the date, time and location of the proposed monitoring or sampling. If such notification is not provided, the Director may decline to accept the data generated and require the user to repeat the procedure after proper notice is given.

14.17.245: (A) The Director may require any user to monitor in order to quantify the amount of wastewater or of any parameter that is subject to surcharge fees in accordance with LVMC 14.17.130. Such monitoring shall be subject to all requirements of this Chapter that apply to monitoring.

(B) The Director may allow surcharges to be determined on the basis of estimates. The Director may require that the estimates be made by a qualified independent consultant who has implemented a study plan approved by the Director.

(C) If the Director determines that an industrial user has not accurately reported surcharge data, the Director may estimate amounts, both past and current, of wastewater or parameters that pertain to that user for purposes of establishing surcharge fees and penalties.

SECTION 56: Title 14, Chapter 17, Section 250, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.250: The [measurement of total flow of] <u>determination of a user's</u> wastewater <u>flow</u> shall be made by the [City] <u>Director</u> by means of a metering device that is approved by the [City] <u>Director</u> and is purchased, installed and maintained at the expense of the user, [by] <u>using</u> an estimate that is based upon <u>the</u> total <u>amount of</u> water which is used in the area that is occupied, or by other means that is acceptable to the [City] <u>Director.</u> [and to the user. The user shall have the option of selecting whether the measurement shall be made by meter, by estimate or by other means; provided, however, that the method of estimating or other means must first be approved by the City.]

SECTION 57: Title 14, Chapter 17, Sections 255 and 260, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby repealed in their entirety.

SECTION 58: Title 14, Chapter 17, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto two new sections, designated as Sections

255 and 260, reading respectively as follows:

14.17.255: (A) Any person who is subject to 40 CFR 403.12 shall comply with the requirements set forth therein. When the provisions of that section require a report to be sent to the "control authority" regarding a discharge to a POTW (publicly owned treatment works), the report shall be sent to the Director.

(B) Each industrial user shall notify in writing the Director, the EPA's Regional Waste Management Division Director, and State hazardous waste authorities of any discharge into the system of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR 261.

14.17.260: Each industrial user shall notify the Director immediately of any unauthorized discharge unless otherwise provided for in LVMC 14.17.265.

SECTION 59: Title 14, Chapter 17, Sections 265 and 270, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby repealed in their entirety.

SECTION 60: Title 14, Chapter 17, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto two new sections, designated as Sections 265 and 270, reading respectively as follows:

14.17.265: If sampling and analysis performed by a Class I industrial user indicates a violation of this Chapter, the user shall notify the Director within twenty-four hours after the user becomes aware of the violation. This notification may be made by telephone or e-mail. The user shall also repeat the sampling and analysis, and submit the results thereof to the Director within thirty days after the user becomes aware of the violation, except that the user is not required to resample if the Director:

(A) Performs the required resampling;

(B) Performs sampling at the industrial user's facilities at a frequency of at least once per month; or

(C) Has performed sampling at the industrial user's facilities between the time when the user performed its initial sampling and the time when the user receives the results of the first resampling.

14.17.270: The Director may allow or require any industrial user to implement best management practices in lieu of requiring sampling and analysis in order to determine partial or complete

compliance with any requirement set forth in this Chapter. The use of best management practices shall not absolve any user from complying with any requirement set forth in this Chapter. The use of best management practices shall be subject to the following conditions:

(A) Any industrial user that is allowed or required to implement best management practices shall not be absolved from any sampling and analysis requirement imposed by any applicable national pretreatment standard.

(B) If at any time the Director determines that an industrial user's best management practices are insufficient to determine compliance with any requirement set forth in this Chapter, or if an industrial user fails to comply with those practices, the Director may modify the user's best management practices, or rescind their use as a means of determining compliance. The Director may also require such a user to conduct frequent sampling and analysis in order to determine compliance.

SECTION 61: Title 14, Chapter 17, Section 275, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.275: (A) Whenever it is necessary to make an inspection to monitor or enforce any of the provisions of, or to perform any duty imposed by, this Chapter or other applicable law, or whenever the Director has reasonable cause to believe that there exists upon any premises any violation of the provisions of this Chapter or other applicable law or any condition which makes such premises hazardous, unsafe or dangerous, the Director is authorized to enter such premises at all reasonable times and inspect the same and perform any duty that is imposed upon the Director by this Chapter or other applicable law, [; provided, however, that:] subject to the following conditions:

(1) If the premises are occupied, the Director shall first present proper credentials to the occupant and request entry after explaining the reasons therefor and the purpose of the inspection; or

(2) If the premises are unoccupied, the Director shall first make a reasonable effort to locate the owner or other person who has the care or control of such premises and request entry after explaining the reasons therefor and the purpose of the inspection. If such entry is refused or cannot be obtained because the owner or other person who has the care or control of such premises cannot be found after due diligence, the Director may have recourse to every remedy that is provided

by law to effect lawful entry and to inspect such premises.

(B) Notwithstanding the [foregoing,] provisions of Subsection (A) of this Section, if the Director has reasonable cause to believe that the wastewater discharge conditions on or emanating from the premises are so hazardous, unsafe or dangerous as to require immediate inspection and action in order to safeguard the public health or safety, the Director shall have the right immediately to enter and inspect such premises and may use any reasonable means that may be required in order to effect such entry and make such inspection, whether the premises are occupied or unoccupied and whether or not formal permission to enter and inspect has been obtained. [If the premises are occupied, the Director shall first present proper credentials to the occupant thereof and demand entry after explaining the reasons therefor and the purpose of the inspection.]

(C) It shall be unlawful for any person to fail or refuse, after a proper demand has been made upon that person in accordance with [subsection] Subsection (B) of this Section, promptly to permit the Director to enter such premises and to make any inspection that is provided for by [subsection] Subsection (B). In addition to any criminal penalty that may be imposed upon any person who violates this [subsection] Subsection (C), such person's [wastewater contribution] environmental control permit may be revoked.

(D) Any user, by accepting any permit that is issued pursuant to this Chapter, is conclusively presumed to have consented and agreed to the entry at all reasonable times by the Director or [his] designated personnel upon the premises that are described in such permit for any of the following purposes:

(1) To inspect all areas of the user's facilities that have the potential to influence the characteristics of the wastewater that is, or may be, discharged to the system;

[(1)] (2) To inspect, sample and take flow measurements of the discharge from such user's facilities and to examine records in the performance of the Director's authorized duties;

[(2)] (3) To set up on such user's property such devices as may be necessary or appropriate in order to conduct sampling inspections, compliance monitoring, flow measuring or metering operations, or any combination thereof;

[(3)] (4) To inspect and copy any record, report, test result or other information

that is required to carry out the provisions of this Chapter; and

[(4)] (5) To photograph or otherwise create a record of any waste, waste container, vehicle, waste treatment process, discharge location or violation that is discovered during any such inspection.

(E) If a user has instituted security measures that require proper identification and clearance before entry upon its premises, such user shall make all arrangements with its security guards that may be necessary in order that, upon presentation of their credentials, the duly designated personnel of the City shall be permitted to enter upon the premises without delay for the purpose of performing their authorized duties.

SECTION 62: Title 14, Chapter 17, Section 280, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 63: Title 14, Chapter 17, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 280, reading as follows:

14.17.280: (A) The Director may rely on any appropriate evidence to determine noncompliance with an environmental control permit or this Chapter. Upon finding noncompliance, the Director may issue a notice of violation.

(B) An industrial user who is found to be discharging wastewater into the system at rates or in concentrations greater than:

(1) Any limit imposed by the user's permit;

(2) The levels set forth in LVMC 14.17.130(C); or

(3) The quantities the user reported to the Director for the period in question,

➥ may, in the absence of other evidence, be presumed by the Director to have been discharging at those rates or concentrations at all times during the preceding three years.

SECTION 64: Title 14, Chapter 17, Section 285, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.285: (A) If the sampling and evaluation program that is established for the facilities of

any industrial user reveals noncompliance by [such] the industrial user with the concentrations, mass emission rates or conditions that are specified in the [wastewater contribution] environmental control permit of [such] the industrial user or in LVMC 14.17.085 to 14.17.110, inclusive, and 14.17.120 to 14.17.130, inclusive, [such] the industrial user shall pay the fees determined by the Director to be appropriate, but not to exceed the fees that [are specified in the City's schedule of fees and charges that are set forth in a separate resolution that is adopted] have been established by the City Council[.] pursuant to LVMC 14.17.345. [A noncompliant discharger] The industrial user may be assessed all of the other costs that are incurred by the City during such sampling and evaluation program, including without limitation the costs of labor, equipment, materials and overhead.

(B) The noncompliance fees shall continue to accumulate for each day[, not to exceed ten working days,] until [such] the industrial user has demonstrated to the satisfaction of the Director compliance with the conditions of [such] the industrial user's [wastewater contribution permit.] environmental control permit or any national pretreatment standard or any requirement set forth in this Chapter.

(C) If flow measurements, sampling, or other investigations demonstrate that an industrial user is discharging wastewater into the system at a flow rate, quantity of flow, or containing parameter concentrations set forth in LVMC 14.17.130(C) that are in excess of any limits imposed by the user's permit or in excess of the quantities the user reported to the Director for the period in question, the user may be assessed the amount of all delinquent surcharge fees, together with any penalties and interest, that are provided for in LVMC 14.17.340, 14.17.345, 14.17.350 and 14.17.360.

SECTION 65: Title 14, Chapter 17, Section 290, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.290: (A) [If] In the case of noncompliance by [such] an industrial user with the concentrations, mass emission rates or conditions that are specified in [such industrial] the user's [wastewater contribution] environmental control permit or [LVMC 14.17.085 to 14.17.110, inclusive, and 14.17.120 to 14.17.130, inclusive, is determined,] noncompliance with other provisions of this Chapter, the Director may proceed with any one or more of the following actions:

(1) Amend the existing permit to [comply with] add a compliance schedule,

[which may be accomplished after consultation with such industrial user,] but only if [such industrial] the user has shown good faith in attempting to comply with the conditions of its permit but requires additional time for the construction or acquisition, or both, of equipment that is related to pretreatment. If [such] the permit is so amended, the period [during which such amended permit is valid shall not exceed one hundred eighty days; provided, however, that that period may be extended for an additional period of not to exceed one hundred eighty days upon the determination by the Director that good cause exists for such extension. No further extension shall be granted except upon approval of the City Council.] for compliance shall be as determined by the Director. Any condition of the compliance schedule that is not acceptable to [such industrial] the user [are] is subject to the provisions of this Chapter that relate to requests for reconsideration and appeals.

(2) If [such industrial] the user is not under permit, issue a permit or a compliance schedule, after consultation with the user, which requires compliance with the City's discharge standards, any [Federal or State] national pretreatment standards or any [conditions of] applicable requirements set forth in this Chapter. [Such compliance schedule shall not exceed one hundred eighty days; provided, however, that that period may be extended for an additional one hundred eighty days if the Director deems that good cause exists for such an extension. Further extensions may only be granted by the City Council after a formal hearing.] The period for compliance shall be as determined by the Director. Any condition of the compliance schedule that is not acceptable to the [industrial] user is subject to the provisions of this Chapter that relate to requests for reconsideration and appeal.

(3) Issue a cease and desist order, prohibiting [such industrial] the user [to discharge] from discharging industrial wastewater from its facilities into the system[, the City's storm drain system or the waters of the State,] if corrective action is not taken within a [reasonable period after the completion of the sampling and evaluation program and the notification of such industrial user of the expiration of the compliance schedule and such industrial user is still not in compliance with the conditions of its permit or this Chapter.] specified time.

(4) Commence any enforcement action that is authorized by this Chapter.

(B) The payment of noncompliance fees [will not bar the City] by the user or any

other person shall not preclude the Director from undertaking any other enforcement procedure that is specified in this Chapter.

SECTION 66: Title 14, Chapter 17, Section 295, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.295: (A) The Director may suspend [a wastewater contribution] an environmental control permit or the privilege of any industrial user to discharge into the system when such suspension is necessary in order to stop a discharge which presents an imminent hazard to the public health and safety or the welfare of the local environment or which, either alone or by interaction with other discharges, presents an imminent hazard to the system [, the City's storm drain system or the waters of the State] or places the City in violation of its NPDES permit.

(B) Any industrial user who is notified of a suspension [of its wastewater contribution permit] pursuant to this Section shall immediately cease and desist the discharge of all industrial wastewater from its facilities into the system. [, the City's storm drain system or the waters of the State.]

(C) If [such] an industrial user fails to comply voluntarily with the suspension order, the Director may take such action as may be reasonably necessary in order to ensure immediate compliance with such order, including without limitation the immediate blockage or the disconnection of [such industrial] the user's connection to the system.

(D) In addition, the Director, in the event of any violation of this Chapter by any industrial user, may serve such industrial user with a notice of an intended order of suspension which states the reasons therefor, notifies the industrial user of its opportunity for a hearing with respect thereto and establishes the proposed effective date of the intended order.

(E) Any industrial user [whose wastewater contribution permit is suspended or who is served with a notice of an intended order for the suspension of its wastewater contribution permit] who has been notified of a suspension under this Section may file with the Director a request for a hearing with respect thereto; provided, however, that the filing of such a request shall not stay the existing or proposed suspension. [In the event of the suspension of a permit because of an imminent hazard that is related to the continued discharge, the industrial user may request a hearing before the

City Manager, and the City Manager shall conduct such hearing within three working days after his receipt of such request.]

(F) If a hearing is requested with respect to an existing or proposed suspension, [other than the suspension of a permit because of an imminent hazard,] the Director shall hold a hearing with respect to such suspension within fourteen days after [his] receipt of [such] the request. [At] Within two working days following the close of the hearing, the Director shall make [his] a determination concerning whether to affirm, to terminate or conditionally to terminate the suspension, or the Director may order that the permit be revoked in accordance with LVMC 14.17.300. [Except in the case of a hearing with respect to the suspension of a permit because of an imminent hazard, reasonable] Reasonable notice of the hearing shall be given to such industrial user no less than five working days prior to the date of the hearing.

(G) The Director may terminate [the] a suspension [of any suspended wastewater contribution permit] under this Section upon proof of the compliance by the industrial user [to whom the same was issued] with [the] permit conditions [of such permit] or other requirements, which compliance ends the emergency nature of the hazard that had caused the Director to initiate the suspension; provided, however, that the Director must be satisfied that [such industrial] the user will henceforth comply with all of the discharge requirements that are set forth in this Section, the City's rules and regulations that relate to the discharge of wastewater and any lawful order that is issued pursuant to this Chapter.

SECTION 67: Title 14, Chapter 17, Section 300, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.300: (A) The Director may revoke [a wastewater contribution] an environmental control permit or the privilege of any industrial user to discharge into the system upon a finding that the permittee or industrial user [to whom the same has been issued] has violated any provision of this Chapter or any of the City's rules and regulations that relate to the discharge of wastewater; provided, however, that no such revocation shall be ordered until a notice and the opportunity for a hearing with respect to the proposed revocation before the Director has been provided in the same manner that is set forth in LVMC [14.17.305.] 14.17.295 (D) and (E) with respect to suspensions.

(B) Any industrial user [whose wastewater contribution permit has been revoked] who has been notified of a revocation pursuant to Subsection (A) of this Section shall immediately cease and desist the discharge of all industrial wastewater from its facilities into the system.[, the City's storm drain system or the waters of the State.] In order to enforce such revocation, the Director may disconnect or permanently block [such industrial] the user's connection to the system, if such action is deemed by [him] the Director to be reasonably necessary in order to ensure [such industrial] the user's compliance with the order of revocation.

(C) After [the] a revocation [of any industrial user's wastewater contribution permit,] pursuant to Subsection (A) of this Section, there shall be no further discharge of industrial wastewater from [such industrial] the user's facilities into the system[, the City's storm drain system or the waters of the State] unless and until an application for a new [wastewater contribution] environmental control permit has been filed[,]; all of the fees and charges that are required in connection with an initial application and all delinquent fees, charges, penalties and other sums that are owed by [such industrial] the user or the applicant for the new permit, or both, have been paid to the City; and a new [wastewater contribution] environmental control permit has been issued. [Such industrial] The user or the applicant for the new permit, or both, shall also reimburse the City for any cost that was incurred by the City, including without limitation administrative costs and investigative fees, in revoking such permit and disconnecting or blocking such industrial user's connection to the system before the issuance of a new [wastewater contribution] environmental control permit.

SECTION 68: Title 14, Chapter 17, Section 305, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 69: Title 14, Chapter 17, Section 310, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.310: The Director shall have the full power and authority to immediately and effectively halt or prevent, through whatever means and procedures [he deems] are deemed reasonably necessary, and after informal notice to the discharger, any discharge of pollutants into the system, or into any storm drain, which appears to present an imminent endangerment to the health or welfare of any person or the environment, or which discharge threatens property or the proper operation of the [wastewater

treatment plant or collection] system, or which places or threatens to place the City in violation of its NPDES permit. [The affected user shall have the opportunity to respond, after the fact, to any action taken.] In implementing such measure or measures, the personnel of the City, any party with which the City has contracted for such purpose; or a duly authorized representative of any other government agency shall have immediate access to the premises on which such condition exists. The Director may prohibit the approach to the premises on which such condition exists by any person, vehicle, vessel or thing, and all persons who are not actually employed in the abatement of such condition or in the preservation of life or property on, or in the vicinity of, such premises may be excluded from such premises. The affected user or other person shall have the opportunity to respond, after the fact, to any action taken pursuant to this Section by requesting a hearing in the same manner that is set forth in LVMC 14.17.295 (D) and (E) with respect to suspensions.

SECTION 70: Title 14, Chapter 17, Section 315, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.315: (A) An industrial user who wishes to assert the affirmative defense that an alleged violation is the result of an upset shall demonstrate, through properly signed contemporaneous operating logs or other relevant evidence, that:

(1) The upset occurred and that the industrial user can identify the specific cause or causes thereof;

(2) The facilities at which the violation is alleged to have occurred were, at the time that the violation allegedly occurred, being properly operated;

(3) The industrial user submitted notice of the upset to the Director within the time and accompanied by the information that is specified in LVMC [14.17.265;] 14.17.050; and

(4) The industrial user complied with any remedial measure that is required in order to minimize or correct any adverse impact on the environment that could have resulted from the upset.

(B) In any enforcement proceeding, an industrial user who seeks to establish the occurrence of an upset shall have the burden of proof. [Such industrial user shall control the production of all discharges from its facilities to the extent that may be necessary in order to maintain

compliance with the Federal and State pretreatment standards upon the reduction or loss of capacity in, or failure of, its pretreatment facilities until such pretreatment facilities are restored or an alternative method of pretreatment is provided. This requirement for the control of production of discharges applies in the situation in which, among other things, the primary source of the pretreatment facilities is reduced, lost or fails.]

SECTION 71: Title 14, Chapter 17, Section 320, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.320: (A) Any [user, applicant for a permit or holder of a permit] person who is affected by any decision, action or determination made by the Director in the interpretation or the implementation of the provisions of this Chapter or in any permit that is issued hereunder may file with the Director a written request for the reconsideration of such decision, action or determination. The person requesting reconsideration must file the request within [fifteen] thirty days after [its] receipt of notice [thereof in which such user sets] of the decision, action or determination, and must set forth in detail the facts that support the [user's] request for reconsideration. Such facts must include a statement that sets forth any newly discovered relevant fact that was not known or was unavailable to the [user at the time of the hearing.] person requesting reconsideration at the time of the initial decision, action or determination. The Director shall render a written decision with respect to [such] the request within [fifteen] thirty days after [his] receipt thereof.

(B) [A fee which will be established in the schedule of fees and charges that is set forth in a separate resolution that is adopted by the City Council shall accompany each request for reconsideration. Such] Each request for reconsideration shall be accompanied by the fee, if any, that has been established by the City Council pursuant to LVMC 14.17.345 for the filing of such a request. Any such fee may, in the sole discretion of the Director, be refunded if the Director's ruling with respect to such request is in favor of the [user.] person who made the request.

(C) If the ruling of the Director with respect to a request for reconsideration is unacceptable to the [user] person who made such request, [such user] the person may, within ten working days after the date of its receipt of the notification of the Director's ruling, file a written appeal to the City Council.

(D) [A fee which will be established in the schedule of fees and charges that is set forth in a separate resolution that is adopted by the City Council shall accompany any such appeal.] Each appeal shall be accompanied by the fee, if any, that has been established by the City Council pursuant to LVMC 14.17.345 for the filing of an appeal. Any such fee may, in the sole discretion of the City Council, be refunded if the City Council's ruling with respect to such appeal is in favor of the [user.] person who filed the appeal.

(E) The appeal shall be heard by the City Council within forty-five days after the date on which the [same] appeal was filed, and the City Council shall make a final ruling with respect to [such] the appeal within forty-five days after [such] the hearing is concluded.

SECTION 72: Title 14, Chapter 17, Section 325, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.325: (A) In the event of any violation by a user of its [wastewater contribution] environmental control permit, if any, or a violation by any person of any provision of this Chapter, for which violation the Director is authorized by this Chapter to issue a compliance order pursuant to this Section, the Director is authorized to commence a civil action against such [user] person for appropriate relief, including without limitation civil penalties or a temporary and permanent injunction against the perpetuation of such violation, or both, or to impose administrative penalties upon such [user] person for such violation in accordance with LVMC 14.17.330.

(B) A user or other person shall be liable for [such] civil penalties pursuant to Subsection (A) of this Section under any of the following circumstances:

(1) The failure of [such] a user to accurately [to] report the wastewater [constituents] parameters and characteristics of its discharge;

(2) The failure of [such] a user to report significant changes in its operations that could affect the wastewater [constituents] parameters and characteristics of its discharge;

(3) The refusal of [such] a user to permit access by the authorized personnel of the City to such user's premises for the purposes of inspection or monitoring, or both;

(4) The failure of [such] a user to submit any self-monitoring report on or before the date on which such report was due;

(5) The failure of [such] a user to report, in a timely manner, its proposed interim or permanent remedial or corrective action in the event of a violation of the discharge limits for the parameters that are noted in such user's self-monitoring report;

(6) The failure of [such] a user to submit, in a timely manner, a report with respect to its proposed interim or permanent remedial or corrective action and a time schedule in the event that a notice of violation is issued by the Director and such report is required by such notice;

(7) The failure of [such] a user to maintain all of the required monitoring equipment in good working order at all times;

(8) The failure of [such] a user to comply with any of the conditions of its [wastewater contribution permit, if any;] environmental control permit; and

(9) The failure of [such] a user or any other person to comply with any of the provisions of this Chapter.

(C) [Whenever, on the basis of the information that is available, the Director finds that any user is in violation of any of the provisions of this Chapter, any condition of such user's wastewater contribution permit, if any, or any limitation that implements any of the conditions of any such permit,] Before commencing a civil action against a user or other person pursuant to this Section, the Director shall issue an order that requires [such] the user or other person to comply with [such provision, condition or limitation, or any combination thereof,] this Chapter and advises [such user] the user or other person that, upon [its] failure to comply with [such] the order, the Director [will] is authorized to bring a civil action in accordance with this Section.

(D) Any order which the Director issues pursuant to this Section shall be in writing and shall be delivered in person to [such] the user or other person, or served by registered or certified mail that is addressed to [such] the user or other person at [its] the user or other person's last known address, return receipt requested, shall state with reasonable specificity the nature of the violation in respect of which [such] the order is issued and shall specify a period in which compliance therewith is required. [, which] The period for compliance shall not exceed thirty days, in the case of a violation of an interim compliance schedule or operation and maintenance requirement, and shall not [to] exceed the period that the Director determines is reasonable, in the case of a violation of a final

deadline. In determining [such period,] the period for compliance, the Director shall consider the seriousness of the violation and any good faith effort on the part of [such] the user or other person to comply with the applicable requirements.

(E) In any civil action that is brought by the Director for enforcement of the provisions of this Chapter, the Director shall seek the imposition of a civil penalty upon the user or other person against whom the action is brought in an amount that is not less than one thousand dollars nor more than twenty-five thousand dollars for each day that each such violation continues. In determining the amount of a civil penalty that is to be imposed, following a finding by the court of liability, the court shall consider the circumstances, extent and gravity of the violation in respect of which [such] the action is brought, the economic benefit, if any, that has inured to [such] the user or other person as the result of [such] the violation, any history of similar violations, the degree of culpability of [such] the user[,] or other person, any good faith effort on the part of [such] the user or other person to comply with the applicable requirements, the potential economic impact of the penalty upon [such] the user or other person, and such other matters as justice may require.

(F) The civil and administrative penalties that are provided for in this Section and in LVMC 14.17.330, respectively, and the seeking or imposition thereof, shall be in addition to, and not in substitution for, any criminal penalty that may be imposed for the violation that forms the subject matter of any such civil or administrative relief and in addition to, and not in substitution for the invocation of the provisions of this Chapter that authorize the suspension or revocation of [such user's wastewater contribution] an environmental control permit as the result of [such] the violation.

SECTION 73: Title 14, Chapter 17, Section 330, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.330: (A) Whenever, on the basis of the information that is available, the Director finds that any [user] person is in violation of any of the provisions of this Chapter, any condition of [such user's wastewater contribution] a user's environmental control permit, if any, or any limitation that implements any of the conditions of any such permit, the Director may assess an administrative penalty in an amount that is not less than [one thousand] five hundred dollars nor more than ten thousand dollars for each day that each such violation continues, unless a different administrative

penalty for any of such violations is established in the schedule of fees and charges that [is set forth in a separate resolution that is adopted] has been established by the City Council[.] pursuant to LVMC 14.17.345.

(B) Before assessing any administrative penalty pursuant to this Section, the Director shall give the user or other person upon whom such penalty is to be imposed written notice of the proposed assessment and the opportunity to request, within thirty days after the date on which such notice is received by it, a hearing with respect to the proposed order of assessment.

(C) In determining the amount of any penalty assessed pursuant to this Section, the Director shall consider the nature, circumstances, extent and gravity of the violation in respect of which [such] the penalty is proposed to be assessed[,]; the economic benefit, if any, that has inured to [such] the user or other person as the result of such violation[,]; any good faith effort on the part of [such] the user or other person to comply with the applicable requirements[,]; the potential economic impact of the penalty upon [such] the user[,] or other person; any history of similar violations[,]; the degree of culpability of [such] the user or other person; and such other matters as justice may require.

(D) An order which imposes an administrative penalty pursuant to this Section shall become final:

(1) [thirty] Thirty days after its issuance[.]; or

(2) If a hearing has been requested pursuant to Subsection (B) of this Section, upon the Director's issuance of a decision following the hearing.

(E) The failure of [such] a user to pay any administrative penalty that is imposed by the Director pursuant to this Section within thirty days after the imposition thereof shall be [ground] grounds for the suspension or revocation of [such user's wastewater contribution] the user's environmental control permit, if any, as well as for any other remedy that is available under this Chapter for terminating [such] the user's ability to discharge or cause to be discharged wastewater from its facilities into the system. [In addition, the user's failure timely to pay the assessment shall result in the imposition of an additional penalty for such nonpayment in an amount that is equal to twenty percent of the original amount of such assessment, plus the amount of the attorneys' fees and court costs that the City may incur in collecting such assessment and penalty.]

SECTION 74: Title 14, Chapter 17, Section 335, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 75: Title 14, Chapter 17, Section 345, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.345: (A) In order to provide for the recovery by the City of its costs that are related to the discharge of industrial wastewater into the system and for the enforcement of the provisions of this Chapter, or both, the City Council shall establish a schedule of fees and charges. [by the adoption by the City Council of a separate resolution.] Such schedule, which shall be subject to periodic revision, may establish a specific amount for any fee, charge, assessment, penalty or other cost that is related to the discharge of industrial wastewater to the system or the enforcement of the provisions of this Chapter, or both, including without limitation:

(1) Permit application fees;

(2) Permit issuance fees;

(3) Permit renewal fees;

(4) Nonroutine inspection fees;

[(2)] (5) Compliance or surcharge monitoring fees;

[(3)] (6) [Surcharges] Wastewater surcharge fees that are based upon the quantity of the flow or the [BOD, phosphorus and suspended solids content thereof,] surcharge parameters that are specified in LVMC 14.17.130(C), or both;

[(4)] (7) Administrative penalties;

[(5)] (8) Fees for filing requests for reconsideration and appeals; and

[(6)] (9) Fees for the disposal of special wastes.

(B) Except as may be otherwise provided in this Chapter, whenever any fee, charge, assessment or penalty that is required by this Chapter to be paid is based upon an estimated value or an estimated quantity, the [City] Director shall make such determination in accordance with generally recognized practices.

SECTION 76: Title 14, Chapter 17, Section 350, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.350: All fees, charges, assessments and penalties that are imposed pursuant to the provisions of this Chapter or the approved schedule of fees and charges that is established in accordance with LVMC 14.17.345(A) shall be due and payable upon [receipt of notice thereof.] delivery of notice thereof, or upon mailing such notice to the last known mailing address of the person or entity responsible for payment thereof. All such fees, charges, assessments and penalties shall be and become delinquent thirty days after [the mailing or delivering of a notice with respect thereto to the last known mailing address of the person who is subject to the same.] delivery or mailing of the notice described above.

SECTION 77: Title 14, Chapter 17, Section 360, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.360: Whenever a [different] delinquency charge [with respect to a specific fee, charge or assessment is not provided elsewhere] has not been specifically provided for in this Chapter, any fee, charge or assessment that becomes delinquent shall have added to it a basic delinquency charge that is equal to ten percent of the fee, charge or assessment that became delinquent, and thereafter an additional delinquency charge shall accrue on the total amount that is due, including the [aforesaid] ten percent basic delinquency charge, at the rate of [one-half of one percent per month until the amount of such fee, charge or assessment, together with all applicable delinquency charges, is paid in full.] ten percent per month compounding, but the amount of the delinquent fee, charge or assessment, as increased by delinquency charges, shall not exceed twice the amount of the original fee, charge or assessment. In addition to the delinquency charges described in this Section, the City may also assess the collection costs, including, without limitation, attorneys' fees and court costs, that the City may incur in collecting the fee, charge or assessment and the delinquency charges.

SECTION 78: Title 14, Chapter 17, Section 365, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.365: Any action that is brought by the City for the purpose of collecting any fee, charge, assessment or penalty that is provided for in this Chapter may[, in the discretion of the City Council,] include a prayer for an injunction to prevent repeated and recurring violations of this Chapter.

SECTION 79: Title 14, Chapter 17, Section 370, of the Municipal Code of the City of

Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

14.17.370: (A) Any person who negligently or wilfully violates any of the provisions of this Chapter is guilty of a misdemeanor, and each day during which such violation continues constitutes a separate offense.

(B) Any person who negligently or wilfully introduces or causes to be introduced into the system any pollutant or hazardous substance which such person knew, or with the exercise of reasonable diligence would have known, could cause personal injury or property damage or, unless such action is necessary in order for such person to comply with all applicable Federal, State and local [requirement or permit,] requirements or permits, which causes any of the City's wastewater treatment [plant] plants to violate any effluent limitation or condition of any permit that has been issued to the City pursuant to the [Clean Water] Act is guilty of a misdemeanor, and each day during which such person continues to introduce or cause to be introduced such pollutant or substance into the system shall constitute a separate offense.

(C) Any person who knowingly makes a false statement, representation or certification of any material fact in any application, record, report, plan or other document that is filed or required to be maintained pursuant to this Chapter or who knowingly falsifies, tampers with or renders inaccurate any monitoring device or method that is required by this Chapter to be maintained is guilty of a misdemeanor.

(D) Whenever in this Chapter any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this Chapter the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of any such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than one thousand dollars or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this Chapter shall constitute a separate offense.

SECTION 80: 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 81: 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 _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-22-10
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2010-30
(Revises and updates Chapter 14.17 of the Municipal Code relating to wastewater collection and treatment)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-30, that will revise and update Chapter 14.17 of the Municipal Code relating to wastewater collection and treatment.

1. The following constitutes a description of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

A notice regarding the proposed changes, including an invitation to respond, was published on seven consecutive days in the Las Vegas Review-Journal. In addition, a copy of the notice was provided to the major (Class I) wastewater permit holders within the City. One written inquiry was received concerning the impact of the proposed ordinance, but no other written comments were received in response

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None identified

Beneficial effects:

Brings code provisions into greater conformance with Federal regulations and allows more regulatory flexibility

Direct effects:

See beneficial effects above

Indirect effects:

See beneficial effects above

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The estimate of the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains why such duplicative or more stringent provisions are necessary:

The City is required to implement federal pretreatment requirements mandated under federal regulations. In some cases and for certain industries, the City's local discharge limits are more stringent than federal limits. This is because the Environmental Protection Agency requires the City to have technically-based local limits to protect the City's wastewater collection and treatment facilities to ensure compliance with the City's National Pollutant Discharge Elimination System permit.

Date: June 23, 2010

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 4, 2010

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2010-31 – Updates the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall. Proposed by: Bradford R. Jerbic, City Attorney and Councilman Gary Reese

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will update the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall. The bill is intended to address the results of litigation regarding the Pedestrian Mall, allowing for protected expression subject to reasonable "time, place and manner" regulations.

RECOMMENDATION:
ABEYANCE to 8/3/2010 Recommending Committee meeting by the 7/20/2010 Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
1. Bill No. 2010-31
2. Business Impact Statement
3. Letter and Copy of Santa Monica Municipal Code by Allen Lichtenstein

BILL NO. 2010-31

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE REGULATIONS GOVERNING CERTAIN COMMERCIAL, ENTERTAINMENT AND SOLICITATION ACTIVITIES WITHIN THE PEDESTRIAN MALL, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by:
Bradford R. Jerbic, City Attorney
Councilman Gary Reese

Summary: Updates the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall.

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

SECTION 1: Title 10, Chapter 44, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

10.44.010: For purposes of this Chapter:

(A) "Solicitation" means the act of solicitation, including asking, begging, soliciting or pleading, for the purpose of [immediately] obtaining money, charity, business or patronage, or gifts of items of value for oneself or another person or organization.

(B) "Coercion" means to wilfully and knowingly:

(1) Approach or speak to a person in such a manner as would cause a reasonable person to believe that the person is being threatened with:

(a) Imminent bodily injury, or

(b) The commission of a criminal act upon the person or another person, or upon property in the person's immediate possession;

(2) Persist in a solicitation after the person solicited has given a negative response;

(3) Block, either individually or as part of a group of persons, the passage of a solicited person[;] , including by means of the use of physical objects; or

(4) Engage in conduct that would reasonably be construed as intended to compel or force a solicited person to accede to demands.

SECTION 2: Title 11, Chapter 68, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.68.020: As used in this Chapter:

[(A)] "Celestial vault lightshow" is the display of computer-generated electronic images on the ceiling of the celestial vault constructed above Fremont Street and the various light and sound effect accompanying such images.

[(B)] "Display vehicles" are those vehicles brought into the Pedestrian Mall for purposes of display to the public, and not for the primary purpose of transporting persons or property.

[(C)] "Emergency vehicles" are those motorized devices in, upon or by which any person or property is or may be transported or drawn upon a street or sidewalk, including, without limitation, automobiles, motorcycles and mopeds.

[(D)] "Exterior building improvements" means the building facades, marquees, overhangs, recessed entries, adjoining mall area paving materials, signage and graphics, adjoining landscaping, building illumination and audible effects or devices.

"Free expression zones" means those areas within the Pedestrian Mall that have been specifically designated by the City of Las Vegas to be used for solicitation, leafleting and mall entertainment in accordance with LVMC 11.68.103. The boundaries of the free expression zones shall be as set forth in Exhibit A of this Ordinance (Ordinance No. ____), which ordinance is codified in this Chapter and Exhibit A of which is adopted herein by this reference.

"Leafleting" means the act of distributing to any passersby in a continuous or repetitive manner any printed, written or graphic materials.

[(E)] "Motorized vehicles" are those motorized devices in, upon or by which any person or property is or may be transported or drawn upon a street or sidewalk, including, without limitation, automobiles, motorcycles and mopeds.

[(F)] "Maintenance vehicles" are those vehicles owned or operated by the City of Las Vegas, as well as vehicles owned and operated by utilities and other vehicles requiring access onto the Pedestrian Mall for the purpose of the repair and maintenance of the Pedestrian Mall or facilities and structures contained therein.

"Mall advertising" includes all advertising within or in connection with the Pedestrian Mall including, without limitation, any means of marketing or promoting the Pedestrian Mall, special

events, or any other commercial activity, and the display of consumer goods, products, or services to the users of the Pedestrian Mall for the purpose of encouraging the sale and purchase thereof, including, without limitation, signs, pictures, or other displays.

"Mall entertainment" is the conduct on the part of any person intended to provide entertainment, recreation, relaxation or enjoyment to the users of the Pedestrian Mall.

"Mall vending" is the distribution, display or sale, or any combination thereof, of consumer goods or services (including food, drink or merchandise) from a pushcart, concession stand, kiosk or other similar structure designed for such purpose.

[(G)] "Management agreement" means that agreement executed between The Fremont Street Experience Limited Liability Company and the City of Las Vegas for the purpose of acquisition, construction, operation, management or maintenance of the Pedestrian Mall.

[(H)] "Parade" is a group of persons with or without animals or vehicles in a public procession or march and does not include a procession or march in connection with a special event or mall entertainment.

[(I)] "Pedestrian Mall Act" refers to NRS 268.810 through 268.823.

[(J)] "Special events" include festivals, sporting events, exhibitions, entertainment and similar activities which are not offered on a continuous basis, whether or not members of the public pay an admission or entrance fee to be spectators or participants.

[(K)] "Special permit vehicles" are those vehicles authorized by The Fremont Street Limited Experience Liability Company in accordance with Section 11.68.080 to enter upon the Pedestrian Mall.

[(L) "Mall advertising" includes all advertising within or in connection with the Pedestrian Mall including, without limitation, any means of marketing or promoting the Pedestrian Mall, special events, or any other commercial activity, and the display of consumer goods, products, or services to the users of the Pedestrian Mall for the purpose of encouraging the sale and purchase thereof, including, without limitation, signs, pictures, or other displays.

(M) "Mall entertainment" is the conduct on the part of any person intended to provide entertainment, recreation, relaxation and enjoyment to the users of the Pedestrian Mall.

(N) "Mall vending" is the distribution, display or sale, or any combination thereof, of consumer goods or services (including food, drink or merchandise) from a pushcart, concession stand, kiosk or other similar structure designed for such purpose.]

SECTION 3: Title 11, Chapter 68, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.68.100: The following are prohibited within the Pedestrian Mall:

(A) Animals unless used in connection with a mall activity authorized by The Fremont Street Experience Limited Liability Company or used for the purpose of assisting the visually or aurally impaired;

(B) Mall vending, mall advertising, [mall entertainment] special events or other commercial activities unless conducted or authorized by The Fremont Street Experience Limited Liability Company[;] or permitted by LVMC 11.68.103;

(C) Parades;

(D) Unicycles, bicycles and other types of cycles, skateboards, roller skates, in-line skates and shopping carts except as authorized by The Fremont Street Experience Limited Liability Company in connection with special events and mall entertainment;

(E) Sleeping or camping;

(F) Littering;

(G) Sexually oriented businesses as described in Section 19.04.040; [of the Las Vegas Municipal Code;]

(H) Notwithstanding LVMC 11.68.103, [The] the placement of any table, rack, chair, box, cloth, stand, booth, container, structure or other object within the Pedestrian Mall, [for purposes of solicitation,] except:

(1) As [as] necessary for emergency purposes, or the maintenance or repair of the Pedestrian Mall; [, or as authorized]

(2) As authorized by The Fremont Street Experience Limited Liability Company for special events, mall advertising, mall entertainment or mall vending or other commercial and entertainment activities; or

(3) As permitted by LVMC 11.68.103.

(I) Glass and metal beverage containers including, but not limited to, bottles, jugs, drinking glasses, aluminum cans and steel cans, during the hours of ten a.m. to 11:59 p.m. on December 31st, and the hours of twelve a.m. to eight a.m. on January 1st of each year;

(J) Feeding birds; [and]

(K) Amplified sound which originates from within the Pedestrian Mall or from properties or businesses abutting the boundaries of the Pedestrian Mall, except where expressly approved by The Fremont Street Experience Limited Liability Company in conjunction with special events, mall entertainment or venue rental;

(L) The launching or throwing of projectiles or other objects into or through the air, except in connection with special events and mall entertainment conducted or authorized by The Fremont Street Experience Limited Liability Company;

(M) The twirling of hoops (such as hula hoops) around the human body or portions thereof, or the use of such hoops for recreation or entertainment, except in connection with special events and mall entertainment conducted or authorized by The Fremont Street Experience Limited Liability Company; and

[(K)] (N) Except as otherwise permitted by LVMC 11.68.103, [Solicitation, as defined in LVMC 10.44.010.] solicitation (as defined in LVMC 10.44.010), leafleting and mall entertainment.

SECTION 4: Title 11, Chapter 68, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 103, reading as follows:

11.68.103: (A) The following expressive conduct is permitted in any free expression zone:

(1) Solicitation, as defined in LVMC 10.44.010;

(2) Leafleting; and

(3) Mall entertainment.

(B) If any person or organization wishes to use a table in conjunction with activity described in Subsection (A), such table must be provided by The Fremont Street Experience Limited Liability Company. Tables will be provided on a first-come-first-serve basis and subject to available

space within the free expression zones.

SECTION 5: Title 11, Chapter 68, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 140, reading as follows:

11.68.140: By virtue of its standing and authority under LVMC 11.68.060 and 11.68.070, The Fremont Street Limited Liability Company may commence a civil action to enforce any of the provisions contained in LVMC 11.68.100. This remedy shall supplement, and exist in addition to, those contained in LVMC 11.68.130.

SECTION 6: 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 7: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

. . .

. . .

. . .

. . .

. . .

SECTION 8: 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 _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-28-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

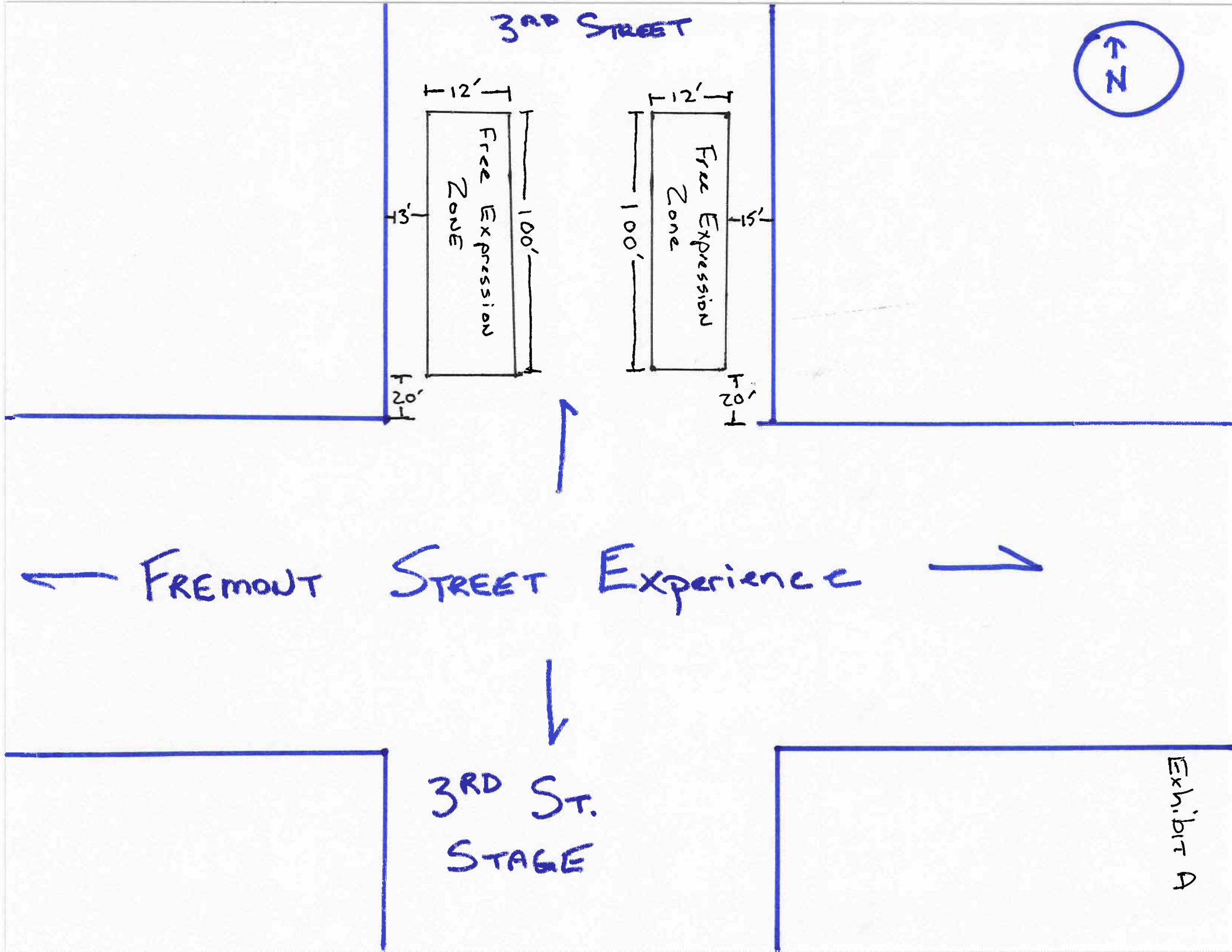
ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk


3RD STREET
12'
Free Expression Zone
100'
13'
20'
12'
Free Expression Zone
100'
15'
20'
N
FREMONT STREET Experience
3RD ST.
STAGE
Exhibit A

BUSINESS IMPACT STATEMENT
BILL NO. 2010-31
(Updates the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-31, that would update the regulations governing certain commercial, entertainment and solicitation activities within the Pedestrian Mall.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None identified

Beneficial effects:

The addition of more certainty and structure and enforceability in the ordinance provisions

Direct effects:

None identified

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable. The ordinance is intended to address the results of litigation regarding the Pedestrian Mall, allowing for protected expression subject to reasonable "time, place and manner" regulations.

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: June 28, 2010

ACLU
AMERICAN CIVIL LIBERTIES UNION of NEVADA

July 20, 2010

City of Las Vegas Recommending Committee
Attn: Councilman Ricki Barlow, Councilman Stavros Anthony
400 Stewart Avenue
Las Vegas, NV 89101

Re: Bill No. 2010-31, Regulation of Expression within the Pedestrian Mall

Dear Recommending Committee:

The ACLU of Nevada strongly opposes the passage of Bill No. 2010-31, which amends Titles 10 and 11 of the Municipal Code of the City of Las Vegas to restrict expressive activity on the Fremont Street Pedestrian Mall. We are extremely disturbed by this bill's provisions, which plainly violate mall-goers' First Amendment rights to free speech and assembly. Passage of Bill No. 2010-31 would not merely infringe upon the constitutional rights of the thousands of individuals who visit the Pedestrian Mall daily; indeed, it would all but guarantee another round of costly, time-consuming litigation for the City of Las Vegas. In these tight times, Las Vegas taxpayers deserve better than to have their elected officials drag their city into a protracted, quixotic legal battle.

The ACLU of Nevada has been litigating against similar laws for over a decade, and the courts have repeatedly held both that Fremont Street is a public forum and that similar attempts to curb speech do not pass constitutional muster. *See A.C.L.U. of Nevada v. City of Las Vegas*, 33 F.3d 1092, 1106 (9th Cir. 2003) ("The Fremont Street Experience is a traditional public forum: its public forum status was not destroyed by its transformation, and its current characteristics are those of a public forum."). Because the Fremont Street Experience is a public forum, "the government must bear an extraordinarily heavy burden to regulate speech" in it. *Id.* at 1098. This is a burden that Bill 2010-31 cannot hope to meet.

Just like the prior iterations of free speech restrictions, Bill 2010-31 violates the First Amendment. The proponents of Bill 2010-31 claim that it imposes "reasonable time, place and manner" restrictions on protected expression. *See* Business Impact Statement Bill No. 2010-31. It is true that, "[t]he government may place reasonable time, place and manner restricts on speech" in public fora. *A.C.L.U. of Nevada v. City of Las Vegas*, 466 F.3d 784, 792 (9th Cir. 2006). However, merely calling an ordinance a "reasonable time, place and manner" restriction does not make it so. To satisfy the First Amendment, such a restriction must "meet three criteria: (1) it must be content-neutral; (2) it must be narrowly tailored to serve a significant governmental interest; and (3) it must leave open ample alternative channels for communication of the information." *Berger v. City of Seattle*, 569 F.3d 1029, 1036 (9th Cir. 2009) (en banc).

Bill 2010-31 may be content-neutral on its face, as it indiscriminately bans all solicitation, leafleting and performance in the vast majority of the Fremont Street Experience. However, this only illustrates its fatal overbreadth, and why it cannot be sufficiently narrowly tailored to pass constitutional muster.

Submitted At Meeting
Date 7/20/10 Item 8

"To be narrowly tailored ... the restriction may not burden substantially more speech than necessary." *A.C.L.U. of Nevada*, 466 F.3d at 796, n.13. Just as previous iterations of free speech restrictions targeted "a substantial amount of constitutionally protected speech that is not the source of the 'evils' it purports to combat," Bill 2010-31 targets so much speech on so much of the Fremont Street Experience that it cannot be considered "narrowly tailored." *Id.* Given Bill 2010-31's broad proscription of expressive activities, it could be said that the only "evil" it purports to combat is speech itself.

Additionally, Bill 2010-31 does not leave ample alternative channels for communication. It merely adds two side-by-side 12 by 100 foot "free expression zones" to the Pedestrian Mall, while prohibiting solicitation, leafleting and mall entertainment everywhere else. Given that the Fremont Street Experience space frame encompasses "an area of nearly 200,000 square feet,"[1] Bill 2010-31 bans protected expression in over 98% of the Pedestrian Mall. In fact, speakers who utilize the "free expression zone" will only reach an audience who happens to congregate near one side of 3rd Street. This falls well short of leaving "ample alternative channels for communication," as "the speaker is not permitted to reach the intended audience." *Berger*, 569 F.3d at 1049.

Proponents of Bill 2010-31 might compare it favorably to a provision in the Santa Monica Municipal Code that places various "time, place, and manner" restrictions on street performers throughout the city. *Compare* Santa Monica Municipal Code Chapter 6.112.[2] However, Chapter 6.112 is far less restrictive of speech than Bill 2010-31. First, the Santa Monica ordinance is silent on restricting solicitation and leafleting, while Bill 2010-31 would almost completely ban those two protected forms of speech. Additionally, the Santa Monica ordinance sets ten foot perimeters around bus stops, street corners, and business entrances around which street performers may not perform. *See* Santa Monica Municipal Code Chapter 6.112.030(a). These restrictions are specifically related to the significant government interests in maintaining public safety and access to businesses. As mentioned above, the restrictions found in Bill 2010-31 are not narrowly tailored toward any such end; they simply force those who wish to engage in speech into a tiny, out-of-the-way space.

We are currently in mediation over free speech issues on Fremont Street, supervised by U.S. Magistrate Judge Leavitt. While we cannot discuss the confidential settlement, passing new and unconstitutional codes to govern Fremont Street would unquestionably lead to renewed litigation.

Make no mistake; the ACLU of Nevada will fight tooth and nail to protect the constitutional rights of everyone who visits the Fremont Street Experience. When the courts inevitably hold Bill 2010-31 unconstitutional, the City will be obligated to pay not only its own attorney's fees, but the potential plaintiffs' attorney's fees as well.

For all these reasons, we urge that you do not recommend the passage of Bill 2010-31.

Sincerely,

Allen Lichtenstein
General Counsel

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1 *See* A2Z Las Vegas, *Fremont Street Experience Brings Downtown Las Vegas Into Next Century*, http://www.a2zlasvegas.com/fse/fse01.html (last visited July 17, 2010).

2 Santa Monica Municipal Code Chapter 6.112 may also fail to pass constitutional muster. It, unlike the numerous attempts to restrict speech on Fremont Street, has never been tested in court.

6.112.020 Definitions.

For purposes of this Chapter, the following words or phrases shall have the following meanings:

(a) **Charge.** To require someone to pay a fee or to set, negotiate or establish a fee for a performance. Seeking voluntary contributions through passing around a hat, leaving open an instrument case or other receptacle, or soliciting donations after a performance is not a charge.

(b) **Handcrafts.** Objects made either by hand or with the help of devices used to shape or produce the objects through such methods as weaving, carving, stitching, sewing, lacing, and beading including, but not limited to, objects such as jewelry, pottery, silver work, leather goods, and trinkets. Handcrafts are not likely to communicate a message, idea, or concept to others, are often mass produced or produced with limited variation, and often have functional utility apart from any communicative value they might have. Handcrafts do not include visual art.

(c) **Performer.** An individual who performs in a public area, for the purpose of providing public entertainment.

(d) **Perform.** To engage in a performance including, but not limited to, the following activities: playing musical instruments, singing, dancing, acting, pantomiming, puppeteering, juggling, reciting, or creating visual art in its entirety. "Perform" shall not include: (1) the provision of personal services such as hair weaving or massage; (2) the application of substances to others' skin, including, but not limited to, paints, dyes, and inks; (3) the completion or other partial creation of visual art; (4) the creation of visual art which is mass produced or produced with limited variation or (5) the creation of handcrafts. This list of exclusions is not intended to be exhaustive.

(e) **Public Areas.** Sidewalks, parkways, playgrounds and all other public spaces located in the City.

(f) **The Pier.** The Santa Monica Pier, consisting of both the Newcomb Pier and the Municipal Pier, protruding from the Santa Monica State Beach at the southwesterly terminus of Colorado Avenue, and extending for approximately two thousand one hundred thirty-five feet into the Santa Monica Bay. The Pier is divided into three performance areas: the

Center Performance area, the Breezeway Performance area, and the General Performance area. The boundaries of each of these performance areas are delineated in Exhibit A to Resolution Number 9704 (CCS).

(g) **Sculpture.** A three dimensional work of art which is created through shaping solid material such as wood, stone, clay or metal by carving, modeling, or similar methods.

(h) **Third Street Promenade.** Third Street between the southeasterly line of Wilshire Boulevard and the northwesterly line of Arizona Avenue, and between the southeasterly line of Arizona Avenue and the northwesterly line of Santa Monica Boulevard and between the southeasterly line of Santa Monica Boulevard and the northwesterly line of Broadway.

(i) **Transit Mall.** The sidewalks on Santa Monica Boulevard and Broadway from the east side of Ocean Avenue to the west side of Fifth Street.

(j) **Visual Art.** Drawings and paintings, applied to paper, cardboard, canvas, or other similar medium

through the use of brush, pastel, crayon, pencil, or other similar object, and sculptures. (Added by Ord. No. 1888CCS § 1 (part), adopted 10/28/97; amended by Ord. No. 1949CCS § 4, adopted 7/20/99; Ord. No. 1959 CCS § 1, adopted 10/12/99; Ord. No. 1982CCS § 1, adopted 8/8/00; Ord. No. 2009CCS § 1, adopted 5/22/01; amended by Ord. No. 2028CCS § 1, adopted 11/13/01; Ord. No. 2047CCS § 1, adopted 7/9/02)

6.112.010 Purpose.

The City Council finds that the existence in the City of street performers provides a public amenity that enhances the character of the City and seeks to encourage such performances in a manner consistent with the overall public interest. The City Council also recognizes that street performers seek to and do draw crowds to their performance. This can create serious safety problems by impacting the ability of pedestrians to move safely on sidewalks and through cross walks and impeding the response time of safety personnel. It can also impact access to and egress from businesses. Cognizant that street performers are engaged in First Amendment activities, this chapter imposes reasonable time, place, and manner restrictions on street performers to the extent necessary to ensure the safety of performers, their audience, and the general public and to prevent unreasonable interference with residents' enjoyment of peace and quiet in their homes or the ability of businesses to operate and conduct their business. (Added by Ord. No. 1888CCS, § 1 (part), adopted 10/28/97)

6.112.050 Special regulations for Third Street Promenade and Transit Mall.

In addition to the requirements of Sections 6.112.030 and 6.112.040, no performer shall perform in the Third Street Promenade or the Transit Mall outside of an enclosed building in violation of the following requirements:

(a) Except as provided in subsection (q) of Section 6.112.030, no performer shall perform except during the following time periods:

(1) Nine a.m. to eleven p.m. daily.

(2) Eleven p.m. on Friday and Saturday to one-thirty a.m. of the following day.

(b) No performer shall perform within sixty feet of any special event authorized by the City unless the special event encompasses one or more City blocks in which case the performance shall be conducted according to any administrative guidelines which shall be adopted by the City.

(c) No performer shall:

(1) Perform on the Third Street Promenade in any specific location or within one hundred twenty feet of that location as measured in a north/south direction, for more than two hours in any six hour period. The time required to set up and to remove any instruments, props, equipment, or other items shall be considered part of the performance for purposes of this subdivision and subdivision (2) of this subsection (c).

(2) Perform on the Third Street Promenade on an even hour at the same location that he/she was performing on the preceding hour, or within one hundred twenty feet of that location as measured in a north/south direction.

(3) Perform on the Transit Mall in any specific location or within one hundred twenty feet of that location as measured in an east/west direction, for more than two hours in any six hour period. The time required to set up and to remove any instruments, props, equipment, or other items shall be considered part of the performance for purposes of this subdivision and subdivision (4) of this subsection (c).

(4) Perform on the Transit Mall on an even hour at the same location that he/she was performing on the preceding hour, or within one hundred twenty feet of that location as measured in an east/west direction.

(5) Perform within ten feet of a vendor operating pursuant to or under the authority of an approved license agreement or within forty feet of any other vendor or performance.

(6) Perform on the Transit Mall at a distance greater than five feet from the outer wall of any building or any permanent extension of the building such as a planter box.

(7) Perform on the Santa Monica Boulevard segment of the Transit Mall within twenty feet of the Third Street Promenade. (Added by Ord. No. 1888CCS § 1 (part), adopted 10/28/97; amended by Ord. No. 1949CCS § 7, adopted 7/20/99; Ord. No. 1959CCS § 3, adopted 10/12/99; Ord. No. 2009CCS § 2, adopted 5/22/01; amended by Ord. No. 2028CCS § 2, adopted 11/13/01; Ord. No. 2047CCS § 4, adopted 7/9/02; Ord. No. 2075CCS § 2, adopted 5-13-03)

6.112.040 Performance permit.

(a) To receive a performance permit, a person must complete and file with the City a performance permit application on a form approved by the City. The applicant must provide the following information:

(1) The applicant's name;

(2) The applicant's address;

(3) Proof of the identity of the applicant. This identification must contain a photograph of the applicant. Acceptable forms of identifications shall include, but not be limited to, a driver's license, student identification card, or passport;

(4) A detailed description of the nature of the act to be performed;

(5) A detailed description of any instrument(s) or prop(s) which will be used by the performer(s);

(6) A minor under the age of sixteen shall provide a copy of an entertainment work permit issued to the minor by the Department of Industrial Relations of the State of California and shall identify the responsible adult(s) who will be with the minor at all times that the minor is performing;

(b) The performance permit will be issued annually commencing on January 1st of each calendar year;

(c) Upon receipt of a written application for a performance permit, a performance permit shall be approved within three business days of the filing of a fully completed application, unless one of the following findings is made:

(1) The applicant has knowingly made a false, misleading, or fraudulent statement of fact to the City in the application process;

(2) The application does not contain the information required by this Chapter;

(3) The applicant has not satisfied the requirements of this Chapter.

(d) In addition to requiring compliance with all provisions of this Chapter, the City may condition the approval of a performance permit on the applicant's compliance with other provisions of the City's Municipal Code which are applicable to the performance.

(e) The City may revoke or suspend a performance permit upon the commission of the second violation either of this Chapter or of permit conditions within a six-month period. In any such case, the permit holder shall have the right to appeal from a decision of the City to revoke or suspend any permit in accordance with Chapter 6.16 of this Code. A performer's permit may be suspended for up to four months. If the performance permit of any performer is suspended, no new permit shall be issued during the period of suspension. Any revocation of a performer's permit shall be for six months unless the performer previously had a performance permit revoked and the new violations of this Chapter or permit conditions relate to public safety, in which case, the permit shall be revoked for twelve months. No new permit shall be issued during a revocation period. The City shall establish administrative guidelines to assist in the implementation of this Section.

(f) No application for a performance permit or the renewal thereof shall be accepted unless the application is accompanied by a payment of a nonrefundable annual fee in an amount to be set by resolution adopted by the City Council.

(g) The performance permit shall include a photograph of the performer, shall not be assignable or

transferable, and shall contain the permit number of the applicant and the year in which the permit expires. Each performer in a group shall obtain his/her own separate performance permit.

(h) A replacement performance permit may be obtained upon payment of a nonrefundable fee in an amount to be set by resolution adopted by the City Council.

(i) A performer shall clearly display his or her permit while performing, and shall allow inspection of the permit by any City police or fire official on request.

(j) The City Council may by resolution adjust the noise limitations established in this Chapter during public holidays.

(k) When an applicant requests a performance permit application, the City shall also give the applicant a document which summarizes the rules and regulations concerning street performances in the City. This document may be, but is not required to be, a copy of this Chapter. (Added by Ord. No. 1888CCS § 1 (part), adopted 10/28/97; amended by Ord. No. 1949CCS § 6, adopted 7/20/99; Ord. No. 2047CCS § 3, adopted 7/9/02; Ord. No. 2145CCS § 1, adopted 11/23/04)

6.112.030 Rules and regulations.

CodeAlert: This item has been affected by 2304. Please refer to the CodeAlert Ordinance List for the most current provisions.

(a) Subject also to Sections 6.112.050 and 6.112.060, no performer may perform:

(1) Within ten feet of any bus stop;

(2) Within ten feet of any street corner or a marked pedestrian crosswalk;

(3) Within ten feet of the outer edge of any entrance of any business, including, but not limited to, doors; vestibules; driveways; outdoor dining area entries; and emergency exits, during the hours that any business on the premises is open to the public or to persons having or conducting lawful business within those premises.

(b) No person may perform on the Third Street Promenade, the Pier, the Transit Mall, or any public sidewalk without first obtaining a performance permit issued by the City pursuant to Section 6.112.040.

(c) A performer and the performer's equipment may not block or obstruct the free and safe movement of pedestrians. If a sufficient crowd gathers to observe a performer such that the passage of the public through a public area is blocked or obstructed, a police officer or fire official may disperse that portion of the crowd that is blocking or obstructing the passage of the public. If a performer cannot conduct a performance in a location without blocking or obstructing the passage of the public, a police officer or fire official may cause the performer to leave the location or require that the performer relocate his/her equipment, but shall not prevent the performer from occupying another location in compliance with this Chapter.

(d) A performer who performs for a charge shall obtain a business license and be subject to all applicable provisions of Chapter 6.36. A performer who performs without charge shall not be required to obtain a vendor permit pursuant to Chapter 6.36 or a business license pursuant to Chapter 6.04.

(e) No performer shall construct, erect, or maintain any stage, platform, or similar structure for use during any performance unless the stage or platform:

(1) Is integral to the performance and the performance only takes place on the stage;

(2) Does not exceed four feet by four feet and one-quarter inch in height;

(3) Is removed from the public way when the performer is not performing;

(4) Has beveled edges.

(f) No performer shall use any knife, sword, torch, flame, axe, saw, or other object that can cause serious bodily injury to any person, or engage in any activity, including but not limited to, acrobatics, tumbling, or cycling, that can cause serious bodily injury to any person.

(g) No performer shall use any generator, wet cell battery with removable fill caps, or any other power source that poses a fire or public safety hazard. No performer shall connect or maintain an electrical cord to an adjacent building or to a City power source.

(h) No performer may litter his or her performance site.

(i) No performer shall utilize or prevent the public from utilizing any public benches, waste receptacles, or other street furniture during the performance.

(j) No minor under the age of sixteen can perform unless the minor is at all times accompanied by a responsible adult eighteen years of age or older, has obtained an entertainment work permit issued by the Department of Industrial Relations of the State of California and maintains the permit in his/her possession at the time of the performance.

(k) No performer shall place any object on a public sidewalk which causes less than a four-foot contiguous sidewalk width being kept clear for pedestrian passage.

(l) No performer shall perform with more instruments, props, equipment, merchandise, or other items than the performer can reasonably transport or remove at one time.

(m) No performer shall place his/her instruments, props, equipment, merchandise, or other items on a public sidewalk, public street, or public right-of-way for more than two hours without performing in accordance with the provisions of this Chapter.

(n) No performer shall leave his/her instruments, props, equipment, merchandise, or other items unattended.

(o) No performer shall perform in contravention of the allowable noise levels established by Chapter 4.12 and Chapter 6.116 of this Code.

(p) No performer shall block or obstruct a curb cut.

(q) The following formula establishes the special performance hours that apply during specified holidays on the Third Street Promenade, the Transit Mall, and the Pier:

(1) If the holiday follows a weekend and the next day is a workday, then the holiday shall be treated as if it were Sunday and the day preceding the holiday shall be treated as if it were Saturday.

(2) If the holiday precedes a weekend, then the holiday shall be treated as if it were Saturday and the preceding day shall be treated as if it were Friday.

(3) If the holiday occurs during midweek, and is surrounded by workdays, then the holiday shall be treated as if it were Sunday and the day preceding the holiday shall be treated as if it were Friday.

The following is a list of holidays which trigger the application of this subsection: New Year's Day, President's Day, Memorial Day, Independence Day, Columbus Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. The City Council may by resolution add to this list of holidays.

(r) No performer shall perform outside designated performance zones on the Third Street Promenade and the Pier, as established by resolution of the City Council. (Added by Ord. No. 1888CCS § 1 (part), adopted 10/28/97; amended by Ord. No. 1949CCS § 5, adopted 7/20/99; Ord. No. 1959CCS § 2, adopted 10/12/99; Ord. No. 2047CCS § 2, adopted 7/9/02; Ord. No. 2075CCS § 1, adopted 5-13-03)

6.116.060 Special regulations for vendors on the Third Street Promenade and Transit Mall.

No person authorized to vend pursuant to Sections 6.36.030(f) and 6.36.030(g), or any successor legislation, may on the Third Street Promenade or the Transit Mall:

(a) Vend on the Third Street Promenade in any specific location, or within one hundred twenty feet of that location as measured in a north/south direction, for more than a two-hour period in any six-hour period. The time required to set up and to remove equipment and material for vending shall be considered part of the time limit established by this subsection and subsection (b) of this Section;

(b) Vend on the Third Street Promenade on an even hour at the same location that he/she was vending on the preceding hour, or within one hundred twenty feet of that location as measured in a north/south direction;

(c) Vend on the Transit Mall in any specific location, or within one hundred twenty feet of that location as measured in an east/west direction, for more than a two-hour period in any six-hour period. The time required to set up and to remove equipment and material for vending shall be considered part of the time limit established by this subsection and subsection (d) of this Section;

(d) Vend on the Transit Mall on an even hour at the same location that he/she was vending on the preceding hour, or within one hundred twenty feet of that location as measured in an east/west direction;

(e) Vend within ten feet of a vendor operating pursuant to or under the authority of an approved license agreement or within forty feet of any other vendor or performer;

(f) Vend those items authorized by Section 6.36.030(g), or any successor legislation, unless that person is also performing pursuant to Chapter 6.112, the item vended is representative of the work being created during the performance, and no more than five such items are displayed at any one time. A performer/vendor may display these items from a table or cart, the performer/vendor's instrument case, or attached to an easel which is used as part of the performance. If a performer/vendor displays items from a table or cart, all other requirements specified in Section 6.116.010 shall apply except that the performer/vendor shall be limited to utilizing one table or cart of a size not larger than four feet in width by four feet in length by three feet in height.

(g) Vend on the Transit Mall at a distance greater than five feet from the outer wall of any building or any permanent extension of the building such as a planter box. (Added by Ord. No. 1949CCS § 12, adopted 7/20/99; amended by Ord. No. 1959CCS § 6, adopted 10/12/99; amended by Ord. No. 2028CCS § 7, adopted 11/13/02; Ord. No. 2047CCS § 9, adopted 7/9/02; Ord. No. 2075CCS § 7, adopted 5-13-03; Ord. No. 2145CCS § 6, adopted 11/23/04)

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 4, 2010

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2010-32 – Levies Assessment for Special Improvement District No. 1513 - Via Olivero Avenue and Valadez Street (East of Cimarron Road). Sponsored by: Step Requirement

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $218,356.75
Funding Source: Capital Projects Fund - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
Installation of 33-foot pavement section, curb and gutter, sidewalks, and driveway approaches.

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. 2010-32

BILL NO. 2010-32

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1513 – VIA OLIVERO AVENUE AND VALADEZ STREET (EAST OF CIMARRON ROAD); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF SAID IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) in the County of Clark and State of Nevada, has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1513 – Via Olivero Avenue And Valadez Street (East Of Cimarron Road) (hereinafter the "District"), for the purpose of acquiring and improving local improvements (hereinafter the "Project") and has provided that a portion of the entire cost and expense of the Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of the Nevada Revised Statutes ("NRS") Chapter 271; and

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

WHEREAS, in accordance with NRS 271.360, the City Council has heretofore determined, and does hereby declare, that the net cost of all improvements in the District (including all necessary incidentals which either have been or will be incurred in connection with the District) is $227,512.75, of which, $9,156.00 is available from other sources and of which $218,356.75 is to be assessed upon the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the improvements of the Project; and

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

WHEREAS, after a determination of the portion of the costs of such work to be paid by the property specially benefited, the City Council, together with the City Engineer (with the assistance of the City Engineer Division) made out a final assessment roll containing, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the assessment thereon. The City Engineer has reported the final assessment roll to the City Council and the City Engineer has filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, July 7, 2010, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada, when all complaints, protests and objections to the final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the improvements in the District, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the City Engineer (with the assistance of City Engineer Division) has, in accordance with the provisions of law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for improvements in the District should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests or objections on Wednesday, July 7, 2010, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada; and

WHEREAS, the City Council caused the final assessment roll ("Tabulation of Parcels") to be filed in the records of the office of the City Clerk on June 2, 2010. The City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing, of the filing of the final assessment roll in her office, of the date of filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

WHEREAS, at the time and place so designated, the City Council met to hear and determine all objections filed or made orally by any interested party; and

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1513 Assessment Protest Resolution; and

WHEREAS, by the District No. 1513 Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor that portion of the total cost of the Project payable from assessments as heretofore determined; and

WHEREAS, it is incumbent upon the City Council to provide when said assessments shall become due and penalties payable after any delinquency; and

WHEREAS, the City Council has determined, and does hereby determine, that the City shall pay the costs of the Project, in part, with funds derived from the levy of assessments, and the City will pay one-half or more of the costs of the Project with monies derived from other than the levy of special assessment, and that the exception provided by NRS 271.306(2) (a) does exist with respect to the Project; and

WHEREAS, the owners of certain property to be located within the proposed District have requested the City to include as part of the improvements to be constructed within the District, for such property, water and/or sewer improvements and such owners have executed an affidavit of waiver and consent (hereinafter the "Affidavit"), consenting to the construction of such improvements and the assessment of the cost of such improvements on such property.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN AS FOLLOWS:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1513 Levy Ordinance" (hereinafter the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District is without sufficient merit and the same be, and the same hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1513 Assessment Protest Resolution.

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning Special Improvement District No. 1513 – Via Olivero Avenue And Valadez Street (East Of Cimarron Road), including, but not limited to, the creation of the District, the acquisition of the Project, the amount of the construction contract, the levy of assessments for those purposes, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying a portion of the costs and expenses of the Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by said improvements) and described in the final assessment roll for the District, as filed in the office of the City Clerk on June 2, 2010, and as modified and confirmed by the District No. 1513 Assessment Protest Resolution duly adopted by the City Council on July 21, 2010.

Section 5. The assessments shall be due and payable at the office of the City Treasurer within 30 days after this Ordinance becomes effective, without interest and without demand, provided that all or any part of such assessments may, at the election of the owner, be paid in installments, with interest, as hereinafter provided. Failure to pay the whole assessment within said period of 30 days shall be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay in installments, the amount of the assessment then unpaid. In case of such election to pay in installments, the unpaid assessments shall be payable in forty (40) substantially equal semiannual installments of principal and interest until paid in full, with interest in all cases on the unpaid and deferred installments of principal from the effective date of this Ordinance, at a rate or rates which shall not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds issued for the District, both principal and interest on such assessments being payable semiannually at the office of the City Treasurer on April 1 and October 1 in each year, commencing on April 1, 2011. After the effective date of this Ordinance and before assessment bonds are issued (or if bonds are not issued), the City Director of Finance and Business Services shall fix the rate of interest on the unpaid and deferred

installments of assessments. If assessment bonds are sold the rate will not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds for the district. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed by more than three percent (3%) the "Index of Twenty Bonds", which is most recently published before the bids for such bonds are received, or at the time a negotiated offer for the sale of such bonds is accepted. If assessment bonds are not issued, such rate will not exceed 9%. Failure to pay any installment, whether of principal or interest, when due, shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City. The exercise of said option to be indicated by the commencement of foreclosure proceedings by the City. The whole amount of the unpaid principal and accrued interest shall, after such delinquency, whether or not said option is exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid. At any time prior to the date of the sale, the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, with interest thereon, and all penalties accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment may at any time (at the option of such owner); pay the whole or any semiannual installment of the unpaid principal with interest accruing thereon to the next interest payment date. If such prepayment takes place after September 21, 2010, but before the rate of interest on deferred installments of assessments is fixed by the City Director of Finance and Business Services such interest accruing thereon to the next interest payment date shall be calculated at seven and 40/100 percent (7.40%) per annum (i.e., the presumed rate of interest on the assessment bonds for the District plus one percent).

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment

shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expire; (c) the property owner's application for renewal of the Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. August 22, 2010) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal and the interest thereon, and any penalties and collection costs).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Treasurer may apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal or interest, the City Council shall forthwith cause the owner of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-

class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.630. Nothing herein shall be construed as preventing the City, at the direction of the governing body, from collecting any assessment by suit in the name of the governing body. The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor. If a foreclosure is not promptly filed and prosecuted, then any bondholder may file and prosecute said foreclosure action in the name of the City. Any bondholder may also proceed against the City to protect and enforce the rights of the bondholders under this Ordinance by suit, action or special proceedings in equity or at law, either for the appointment of a receiver or for the specific performance of any provision contained herein or in an award of execution of any power herein granted for the enforcement of any proper, legal or equitable remedy as such bondholder or bondholders may deem most effective to protect and enforce the rights aforesaid. All such proceedings, at law or in equity, shall be instituted, had and maintained for the equal benefit of all owners of the bonds then outstanding. The failure of the bondholders to foreclose such delinquent assessments or to proceed against the City shall not relieve the City or any of its officers, agents or employees of any liability for its failure to foreclose such delinquent assessments.

Section 9. The City Clerk is hereby directed to deliver to the City Treasurer a copy of the final assessment roll containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner or owners against whom the assessment was made. The final assessment roll is to be recorded in the office of the County Recorder together with the statement that the current payment status of any assessment may be obtained from the City Treasurer. The City Treasurer is additionally directed to collect the several sums so assessed as a tax upon the several tracts to which they were assessed.

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments

have been levied and are due and payable. The notice shall further state that payment must be made in full prior to the end of the 30 day period to avoid paying interest on the assessment. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher and filed with the City Clerk of the City. In accordance with NRS 271.390(2), the City Clerk or Deputy City Clerk shall also give written notice of the levying of the assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her last known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) shall have been paid in full, both principal and interest, or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 11. The notice provided for in NRS 271.390(2) and NRS 271.405(7) and in Section 10 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR IMPROVEMENTS IN CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1513 – VIA OLIVERO AVENUE AND VALADEZ STREET (EAST OF CIMARRON ROAD)

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1513 Levy Ordinance (hereinafter the "Levy Ordinance") was duly passed, adopted, signed and approved on August 18, 2010. The Levy Ordinance levied and assessed a portion of the cost and expense of such improvements against the lots, tracts and parcels of land specially benefited by the local improvements in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1513 – Via Olivero Avenue And Valadez Street (East Of Cimarron Road)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the ordinance).

Assessments are due and payable at the office of the City Treasurer, in Las Vegas, Nevada, on or before September 21, 2010, being 30 days after the effective date of the Levy Ordinance, without interest and without demand, provided that all, or any part of such assessments may, at the election of the owner, be paid in installments, with interest as hereinafter provided. Failure to pay the whole assessment within the 30-day period will be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay the unpaid assessment in installments. In case of such election to pay in installments, the unpaid assessments will be payable in forty (40) substantially equal semi-annual installments of principal and interest until paid in full, with interest in all cases on the unpaid and deferred installments of principal from August 22, 2010, (i.e., the effective date of the Levy Ordinance) both principal and interest being payable semi-annually at the office of the City Treasurer, Las Vegas, Nevada, on April 1 and October 1 in each year, commencing on April 1, 2011. After the effective date of the Levy Ordinance and before assessment bonds are issued (or if bonds are not issued), the City Director of Finance and Business Services shall fix the rate of interest on the unpaid and deferred installments of assessments. If assessment bonds are sold, the rate will not exceed by more than one percent (1%) the highest rate of interest on the assessment bonds issued for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will

not exceed by more than three percent (3%) the "Index of Twenty Bonds", which is most recently published before the bids for such bonds are received, or at the time a negotiated offer for the sale of such bonds is accepted. If assessment bonds are not issued, such rate shall not exceed 9%. Failure to pay any assessment installment, whether principal or interest, when due will cause the whole of the unpaid principal of such assessment to become due and payable immediately at the City's option, and the whole amount of the unpaid principal and accrued interest will, after such delinquency, whether or not the City's option is exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid. At any time prior to the date of the sale, the owner may pay the amount of all delinquent installments originally becoming due on or before the date of payment, with the interest thereon and all penalties accrued, and will thereupon be restored the right, thereafter, to pay in installments in the same manner as if default had not been suffered. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any semi-annual installment of the unpaid principal with interest accruing thereon to the next interest payment date . If such prepayment takes place after September 21, 2010, but before the rate of interest on deferred installments of assessments is fixed by the City Director of Finance and Business Services, such interest accruing thereon to the next interest payment date shall be calculated at seven and 40/100 percent (7.40%) per annum (i.e., the presumed rate of interest on the assessment bonds for the District plus one percent).

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expires; (c) the property owner's application for renewal of a Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a

timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Pursuant to NRS 271.395, within 15 days after the effective date of the Levy Ordinance, any person who has filed a complaint, protest or objection in writing, pursuant to NRS 271.380, shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, of the amount of special benefits and market value increases, and of the amount thereof levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation shall be perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from August 22, 2010 (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this August 18, 2010.

BEVERLY K. BRIDGES, MMC
City Clerk

(End of Form of Notice)

Section 12. The officers of the City be, and they hereby are, authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, the recording of the final assessment roll, and other items necessary or desirable for the completion of the levying of the assessments of the District and the issuance of the bonds therefor.

Section 13. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. That in accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before August 18, 2010, such publication to be in substantially the following form:

(FORM OF PUBLICATION OF NOTICE OF DEPOSIT OF AN ORDINANCE)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1513 – VIA OLIVERO AVENUE AND VALADEZ STREET (EAST OF CIMARRON ROAD); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF SAID IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 400 Stewart Avenue, Las Vegas, Nevada, and that such ordinance was proposed on the 21st day of July, 2010, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 18th day of August, 2010.

/s/ Beverly K. Bridges
City Clerk

(End of Form)

Section 15. That this Ordinance shall be in effect on the day after its publication, as hereinafter provided. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for or against its passage, and with a statement that typewritten copies of said Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the Charter and all laws thereunto enabling, such publication is to be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1513 – VIA OLIVERO AVENUE AND VALADEZ STREET (EAST OF CIMARRON ROAD); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF SAID IMPROVEMENTS; ASSESSING A PORTION OF THE COST OF SAID IMPROVEMENTS AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on July 21, 2010, and was passed at a regular meeting held on August 18, 2010, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:	Oscar B. Goodman Gary Reese Steve Wolfson Lois Tarkanian Steven D. Ross Ricki Y. Barlow Stavros S. Anthony
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

This Ordinance shall be in full force and effect from and after August 22, 2010, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This _____ day of _____, 2010.

/s/ OSCAR B. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ BEVERLY K. BRIDGES
City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Introduced July 21, 2010, PASSED, ADOPTED AND APPROVED August 18, 2010.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

7/1/10 Val Steed for Bryan Scott
Date Assistant City Attorney

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

I, Beverly K. Bridges, MMC, the duly chosen, qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council on July 21, 2010, and finally adopted and approved on August 18, 2010.

2. The following members of the City Council were present at the July 21, 2010, Council meeting:

Mayor:	Oscar B. Goodman
Councilmembers:	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Stavros S. Anthony

3. The foregoing Ordinance was first proposed and read by title to the City Council on July 21, 2010, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on August 18, 2010, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The following members of the City Council were present at the August 18, 2010, meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Oscar B. Goodman
	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Stavros S. Anthony
Those Voting Nay:	_____
	_____
Those Absent:	_____
	_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on July 21, 2010, and August 18, 2010. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada

(ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

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

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

(vi) The City of Las Vegas website

; and

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council.

6. A copy of such notice so given of the meeting of the City Council on July 21, 2010, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on August 18, 2010, is attached to this certificate as Exhibit B.

7. Upon request, the governing body provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the governing body for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this August 18, 2010.

BEVERLY K. BRIDGES, MMC
City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of July 21, 2010 Meeting)

EXHIBIT B

(Attach Copy of Notice of August 18, 2010 Meeting)

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2010-33 – Adopts the most recent versions of the Local Government Records Program Manual and minimum records retention schedules for local governments in Nevada, and repeals LVMC 2.52.040 (relating to the minutes of City boards and commissions). Proposed by: Beverly K. Bridges, City Clerk

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will adopt the most recent versions of the Local Government Records Program Manual and minimum records retention schedules for local governments in Nevada. It will also repeal an obsolete Municipal Code provision relating to the minutes of City boards and commissions, which are governed 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:
1. Bill No. 2010-33
2. Business Impact Statement

BILL NO. 2010-33

ORDINANCE NO. _____

AN ORDINANCE RELATING TO RECORDS; ADOPTING THE MOST RECENT VERSIONS OF THE LOCAL GOVERNMENT RECORDS PROGRAM MANUAL AND MINIMUM RECORDS RETENTION SCHEDULES FOR LOCAL GOVERNMENTS IN NEVADA; REPEALING SECTION 2.52.040 OF THE MUNICIPAL CODE (RELATING TO THE MINUTES OF CITY BOARDS AND COMMISSIONS); AND PROVIDING FOR OTHER RELATED MATTERS.

Proposed by: Beverly K. Bridges, City Clerk

Summary: Adopts the most recent versions of the Local Government Records Program Manual and minimum records retention schedules for local governments in Nevada, and repeals LVMC 2.52.040 (relating to the minutes of City boards and commissions).

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

SECTION 1: Title 2, Chapter 60, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.60.070: (A) A record may be disposed of only in accordance with the records retention schedule that has been approved for records of that type.

(B) The following documents are hereby adopted by the City:

(1) "Nevada Local Government Records Program Manual," as adopted by the Nevada State Library and Archives Division on June 26, 2007[;], and subsequently amended on February 9, 2010; and

(2) "Local Government Records Retention Schedules," as adopted by the Nevada State Library and Archives Division on June 26, 2007, and as subsequently amended on August 28, 2008[.], and February 9, 2010.

➥The respective retention periods that are established in those documents shall be the minimum periods for which the records of the City, other than judicial records and other documents of the Municipal Court, must be retained.

(C) The City may establish periods of retention longer than those designated by the State for any particular class of record. Further, the City may establish retention schedules for any record not addressed by the State's schedules. Any schedule proposed to be established pursuant to

this Subsection (C) shall be submitted to the Records Management Committee for its approval and, after such schedule has received the approval of the Records Management Committee, the City Clerk shall submit the same to the City Council for its approval. Such approval shall be accomplished by ordinance.

(D) The disposition of judicial records and other documents of the Municipal Court shall be governed by a records retention schedule that is approved by the Judges of the Municipal Court by a court rule that is adopted in accordance with the rules of the Nevada Supreme Court. Such schedule shall become effective upon its approval by a majority of the Judges of the Municipal Court and shall establish a system of records management for Municipal Court to be implemented by the Court Administrator.

SECTION 2: Title 2, Chapter 52, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

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

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SECTION 4: 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 _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 7-7-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2010-33
Adopts the most recent versions of the Local Government Records Program Manual and minimum records retention schedules for local governments in Nevada, and repeals LVMC 2.52.040 (relating to the minutes of City boards and commissions)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-33, that would adopt the most recent versions of the Local Government Records Program Manual and minimum records retention schedules for local governments in Nevada, and repeal LVMC 2.52.040 (relating to the minutes of City boards and commissions)

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None

Beneficial effects:

None

Direct effects:

None

Indirect effects:

None

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: July 7, 2010

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 4, 2010

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

SUBJECT:
NEW BILL:

Bill No. 2010-34 – Revises the provisions regarding the on-site parking, storage and repair of vehicles in residential districts. (TXT-36330) Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will revise provisions regarding the on-site parking, storage and repair of vehicles in residential districts. The majority of the revisions are clarifying in nature, designed to make compliance and enforcement easier. The bill does propose to allow decomposed granite as an alternative parking surface under certain conditions. It also includes stricter limitations on the storage and repair of inoperable vehicles.

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. 2010-34

BILL NO. 2010-34

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE PROVISIONS REGARDING THE ON-SITE PARKING, STORAGE AND REPAIR OF VEHICLES IN RESIDENTIAL DISTRICTS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Revises the provisions regarding the on-site parking, storage and repair of vehicles in residential districts.

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

SECTION 1: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the Conditional Use Regulations for the use "Vehicle Parking, Storage or Repair in Residential Zoning Districts," as found in the "Auto and Marine Related" element of Table 2, to read as follows:

Conditional Use Regulations:

1. Except as otherwise provided in Regulations 2 to [13,] 14, inclusive, motor vehicles, including passenger cars, trucks and motorcycles which are not designed or used for racing or for purposes other than transportation, may be parked, stored or repaired on any property in a residential district, provided the same is accessory and incidental to the use of the property for residential purposes and does not constitute a nuisance, health or fire hazard offense under the provisions of this Code and do not have a detrimental effect on the neighborhood. Unless stored or parked within a completely enclosed building, [The] the motor vehicles shall be stored[:] or parked:

   [a. Within a completely enclosed structure;

   b. In the front yard, either on an approved driveway, or on a surface of concrete or asphaltic paving that is adjacent and parallel to an approved driveway and that extends the full length and width of the vehicle; or

   c. In the side yard, either obscured by a 6 foot[-]high fence to adequately screen the vehicles from view, stored on an approved driveway, or stored on a surface of concrete

or asphaltic paving that is adjacent and parallel to an approved driveway and that extends the full length of the vehicle; provided, however, that the vehicle storage complies with the other provisions set out in Regulations 1 to 13, inclusive.]

a. In the front yard, either:

i. On an approved driveway;

ii. On a surface of pavers or other blocks of uniform appearance that are at least two inches in thickness;

iii. On a surface of decomposed granite no less than two inches thick, defined with borders; or

iv. On concrete or asphaltic paving that extends the full length and width of the vehicle; or

b. In the side yard, either:

i. Obscured by a 6 foot high fence to permanently screen the vehicles from view;

ii. On an approved driveway;

iii. On a surface of pavers or other blocks of uniform appearance that are at least two inches in thickness;

iv. On a surface of decomposed granite no less than two inches thick, defined with borders; or

v. On concrete or asphaltic paving that extends the full length and width of the vehicle;

provided, however, that the vehicle storage or parking complies with the other provisions set out in Regulations 1 to 14, inclusive.

2. Except as otherwise provided in Regulation 10 below, on a single family residential lot:

a. No more than 3 operable vehicles may be stored, or one vehicle per 1250 square feet of lot area, whichever allows the greater number of vehicles;

b. No more than 50 percent of the front yard area may be used for the storage or parking of vehicles; and

c. No more than [6 vehicles, whether operable or inoperable] one inoperable vehicle may

be stored at one time.

d. No stored vehicles may be utilized for storing items of personal property, and the area under each vehicle must be kept free of debris and vegetation.

3. [In any residential district,] Unless stored or parked within a completely enclosed building, a recreational vehicle or trailer, or combination thereof, may be stored or parked only as follows:

[a. Within an enclosed structure;

b. In a rear yard, if stored on a surface of concrete or asphaltic paving, gravel or chat which extends the full length and width of the stored item;

c. In a front yard, provided that:

i. The side and rear yards are not reasonably accessible for storage purposes. A corner lot shall be deemed to have reasonable access, and the existence of a fence or block wall, by itself, shall not be deemed to prevent reasonable access to the side or rear yards; or

ii. The recreational vehicle or trailer, or combination thereof, is stored entirely in the yard area with no portion of the unit located closer than one foot from an adjacent public street or sidewalk; and

iii. The recreational vehicle or trailer, or combination thereof, is stored on a surface of concrete or asphaltic paving that is adjacent and parallel to an approved driveway and that extends the full length and width of the stored item.

d. In a side yard, if the recreational vehicle or trailer, or combination thereof, does not extend closer to the street than the front of the main building on the property, and if it is stored on a surface of concrete or asphaltic paving that is adjacent and parallel to an approved driveway and that extends the full length of the stored item.]

a. In a rear yard, either:

i. On a surface of pavers or other blocks of uniform appearance that are at least two inches in thickness;

iii. On a surface of decomposed granite no less than two inches thick, defined with

borders; or

iv. On concrete or asphaltic paving, gravel or chat that extends the full length and width of the vehicle, trailer or combination;

b. In a side yard, either:

i. Permanently screened from view from the public street by a 6 foot wall, with a 5 foot gate;

ii. On a surface of pavers or other blocks of uniform appearance that are at least two inches in thickness;

iii. On a surface of decomposed granite no less than two inches thick, defined with borders; or

iv. On concrete or asphaltic paving that extends the full length and width of the vehicle;

c. If it is not connected to any electrical or sewer service for more than 24 consecutive hours;

d. If it is not used for dwelling purposes;

e. If it is not used for the storage of goods, materials or equipment, other than those items considered to be part of the recreational vehicle and are related to the immediate use and enjoyment thereof; and

f. Its use is in full compliance with applicable provisions of the Fire Code and other technical codes.

[4. Any vehicle being repaired, stored or parked for more than 4 hours on property in a residential district shall have a manufacturers rated carrying capacity not to exceed one ton, and any vehicle being repaired must be owned by a permanent resident at the location where the repair takes place, except as provided in Regulation 9 below.]

4. Except as provided in Regulation 9 below:

a. No vehicle may be repaired, stored or parked for more than 4 consecutive hours if its manufacturer's rated carrying capacity exceeds one ton.

b. No vehicle may be repaired unless it is owned by a permanent resident at the location

where the repair takes place.

c. On a parcel within a single-family residential district, not more than one passenger vehicle with commercial advertising displayed thereon may be stored or parked.

5. Except as otherwise provided in Regulation 10 below:

a. Any vehicle that is [located in a residential district and is] in mechanically inoperable condition shall be stored or repaired in a garage, shed or other enclosure; in a driveway; or in a rear yard that is enclosed by a 6 foot[-]high fence to [adequately] permanently screen the vehicle from view; provided, however, that if the abutting property is undeveloped, the fencing shall not be required until the adjacent property is developed.

b. [In a residential district, no] No repair outside of an enclosure may occur later than 9:00 p.m. or earlier than 7:00 a.m.

6. Except as otherwise provided in Regulation 10 below:

a. [In a residential district, no] No more than one vehicle that is in a mechanically inoperable condition shall be stored or repaired at any time outside of a fully enclosed building on the premises, and there shall be no repair of vehicles or storage of mechanically inoperable vehicles in the side yards.

b. A vehicle shall not be stored in a mechanically inoperable condition [in a residential district] for more than [90] 60 days.

c. No repair may be performed on any motor vehicle, including a recreational vehicle, within the front yard, including any driveway area, unless the repair is a "normal, reasonable and customary repair" as defined in Regulation 14 below.

d. No more than four vehicles may be repaired on the same parcel within any 12-month period.

7. There shall be no storage of junked vehicles, or parts thereof. [, in any residential district.] Only serviceable parts for owned vehicles may be stored on the premises. Such storage shall not be permitted in the front or side yards but shall be permitted in the rear yard only if such storage is either fully enclosed by a 6 foot[-]high fence to [adequately] permanently screen the

parts from view, or in a fully enclosed building; provided, however, that if the abutting property is undeveloped, the fence or enclosed building shall not be required until the adjacent property is developed. No more than 200 square feet of space shall be used for the storage of serviceable parts.

8. [On any lot within a residential district, the] The following are prohibited, except in connection with an approved construction yard or except as necessary to perform grading or construction work on the premises pursuant to a development permit:

   a. The repair or storage of any vehicle whose primary function is other than the transportation of passengers, including but not limited to forklifts, backhoes, tractors, tow trucks and similar types of machinery, construction or industrial equipment; or

   b. Unless for the sole purpose of loading or unloading passengers or goods, [The parking, for more than 4 hours,] the parking or standing of any vehicle whose primary function is other than the transportation of passengers, including but not limited to forklifts, backhoes, tractors, tow trucks and similar types of machinery, construction or industrial equipment.

9. Nothing in Regulations 1 to [13,] 14, inclusive, shall be construed to permit the operation of a business as defined in Title 6. There shall be no repair, restoration or modification of non-owned vehicles for money or barter. [on residential property.] However, nothing in Regulations 1 to [13,] 14, inclusive, prohibits the temporary emergency repair of owned or non-owned vehicles which have become mechanically inoperable while on the property or in the street.

10. On any [residential] lot owned by a member of a duly-recognized organization of automobile collectors or restorers, the owner may exceed the limitations on vehicle storage and repair set forth in Regulations 2, 5(a) and 6 above with respect to the restoration, refurbishing or rebuilding of his or her own classic or antique vehicle if any such vehicle is covered with a fitted full-vehicle pullover cover when it is not being worked on[.], the vehicle's tires are inflated, and the area under the vehicle is kept free of debris and vegetation.

11. In order to facilitate vehicle inspection and enforcement under Regulations 1 to [13,] 14,

inclusive, any person responsible for or engaged in the parking, storage, repair, restoration or modification of any vehicle shall, upon request, provide to any authorized enforcement officer:

a. Evidence regarding the operability of the vehicle, as well as the ownership of the vehicle, such as current registration, title, bill of sale or other documentation[;] from an authority responsible for motor vehicle regulation;

b. As applicable to the exception set forth in Regulation 10, evidence [sufficient to indicate] regarding the person's membership in a duly-recognized organization of automobile collectors or restorers; and

c. As applicable to the exception set forth in Regulation 10, evidence [sufficient to indicate that] regarding the extent to which the vehicle or vehicles in question are actually and currently in the process of being restored, refurbished or rebuilt.

12. No vehicle may be parked or stored in a driveway unless:

a. All tires or wheels that support the vehicle are in contact with the driveway; or

b. Where any such tire or wheel is not in contact with the driveway, the vehicle at that location is resting on a jack stand or wheel ramp that is designed and manufactured for the purpose of temporarily supporting a vehicle.

[12.] 13. The provisions of Regulations 1 to [13,] 14, inclusive, shall apply to any person in control or lawful possession of any real property, [within a residential district,] including an owner, tenant, occupant, lessee or otherwise.

[13.] 14. For purposes of [Regulations 1 and 3, an "approved driveway"] these Regulations:

a. "Approved driveway" means a driveway that complies with all applicable curb cut requirements that have been established by the City.

b. "Mechanically inoperable," with respect to a motor vehicle, means that the vehicle is inoperative, cannot be moved under its own power, or cannot be operated lawfully on a public street or highway because one or more component parts necessary for such movement or lawful operation are lacking or have been damaged or deteriorated so as to become inoperative. Such component parts include without limitation the engine, transmission, wheels, tires, doors, windshield and windows.

c. "Normal, reasonable and customary repairs," with respect to a motor vehicle, means incidental repairs or service, including changing flat tires; repairing or servicing the electrical or ignition system; replacing hoses; cleaning or replacing filters; installing minor accessories; and adding or replacing lubricants, coolants, refrigerants, or hydraulics system fluids.

SECTION 2: For purposes of Section 2.100(3) of the City Charter, LVMC 19.04.010 is deemed to be a subchapter rather than a section.

SECTION 3: 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 4: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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SECTION 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 _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 7-21-10
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 4, 2010

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

Bill No. 2010-35 – Repeals certain outdoor advertising restrictions concerning hotels, motels, and other lodging establishments, and repeals similar restrictions concerning wedding chapels. Proposed by: Bradford R. Jerbic, City Attorney

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will repeal certain outdoor advertising restrictions concerning hotels, motels, and other lodging establishments, as well as similar restrictions concerning wedding chapels. These provisions have not been regularly enforced by the City for many years and it has been determined that they would not be enforceable under applicable case 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:
1. Bill No. 2010-35
2. Business Impact Statement

BILL NO. 2010-35

ORDINANCE NO. _____

AN ORDINANCE RELATING TO BUSINESS LICENSING REGULATIONS; REPEALING CERTAIN OUTDOOR ADVERTISING RESTRICTIONS CONCERNING HOTELS, MOTELS, AND OTHER LODGING ESTABLISHMENTS; REPEALING SIMILAR RESTRICTIONS CONCERNING WEDDING CHAPELS; AND PROVIDING FOR OTHER RELATED MATTERS.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Repeals certain outdoor advertising restrictions concerning hotels, motels, and other lodging establishments, and repeals similar restrictions concerning wedding chapels.

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

SECTION 1: Title 6, Chapter 46, Sections 110 and 120, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby repealed in their entirety.

SECTION 2: Title 6, Chapter 84, Sections 30 and 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby repealed in their entirety.

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

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SECTION 4: 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 _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 7-21-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2010-35
(Repeals certain outdoor advertising restrictions concerning hotels, motels, and other lodging establishments, and repeals similar restrictions concerning wedding chapels)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-35, that would repeal certain outdoor advertising restrictions concerning hotels, motels, and other lodging establishments, and also repeal similar restrictions concerning wedding chapels.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None

Beneficial effects:

Eliminate the possibility of enforcement action against these types of businesses

Direct effects:

Eliminate the possibility of enforcement action against these types of businesses

Indirect effects:

Eliminate the possibility of enforcement action against these types of businesses

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: July 21, 2010

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 4, 2010

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

SUBJECT:
NEW BILL:

Bill No. 2010-36 – Repeals the sunset provision regarding the prohibition of alcoholic beverages in City parks except pursuant to a permit or other written authorization. Sponsored by: Councilman Gary Reese and Councilwoman Lois Tarkanian

Fiscal Impact

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

PURPOSE/BACKGROUND:
Last June the City Council adopted Ordinance No. 6043, which, among other things, prohibits alcoholic beverages in City parks except pursuant to a permit or other written authorization. The Council included a sunset clause regarding that provision, under which the provision would expire on October 1, 2010, unless otherwise provided by ordinance. Based on the City's experience regarding the provision, it is proposed to remove the sunset clause and continue the general prohibition of alcoholic beverages except pursuant to a permit or other written authorization.

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. 2010-36
2. Business Impact Statement

BILL NO. 2010-36

ORDINANCE NO. _____

AN ORDINANCE RELATING TO THE PROHIBITION OF ALCOHOLIC BEVERAGES IN CITY PARKS EXCEPT PURSUANT TO A PERMIT OR OTHER WRITTEN AUTHORIZATION; REPEALING THE PROSPECTIVE EXPIRATION OF THAT PROHIBITION; AND PROVIDING FOR OTHER RELATED MATTERS.

Sponsored by:
Councilman Gary Reese
Councilwoman Lois Tarkanian

Summary: Repeals the sunset provision regarding the prohibition of alcoholic beverages in City parks except pursuant to a permit or other written authorization.

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

WHEREAS, on June 17, 2009, the City Council adopted Ordinance No. 6043, which, among other things, prohibits alcoholic beverages in City parks except pursuant to a permit or other written authorization; and

WHEREAS, the prohibition of alcoholic beverages in City parks except pursuant to a permit or other written authorization (the "general prohibition") is found in Section 1 of Ordinance No. 6043; and

WHEREAS, Section 4 of Ordinance No. 6043 provides for a prospective expiration (or sunset provision) regarding the general prohibition, as follows:

SECTION 4: Section 1 of this Ordinance shall expire by limitation on October 1, 2010, unless otherwise extended.

and

WHEREAS, based upon the City's experience in implementing Ordinance No. 6043, the City Council desires to remove the prospective expiration (sunset provision), thereby leaving the general prohibition in effect until further Council action, if any, is taken.

NOW, THEREFORE, BASED UPON THE FOREGOING, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Section 4 of Ordinance No. 6043 is hereby repealed.

SECTION 2: 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 3: 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 _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 7-4-10
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2010-36
(Repeals the sunset provision regarding the prohibition of alcoholic beverages in City parks except pursuant to a permit or other written authorization)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-36, that would repeal the sunset provision regarding the prohibition of alcoholic beverages in City parks except pursuant to a permit or other written authorization.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None

Beneficial effects:

None

Direct effects:

None

Indirect effects:

None

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: July 21, 2010

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 4, 2010

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

SUBJECT:
NEW BILL:

Bill No. 2010-37 – Amends the City's Administrative Code to adopt new fee tables applicable to permits, inspections and other services performed in connection with the City's technical codes, and to make other permit-related adjustments. Proposed by: Christopher Knight, Director of Building and Safety

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will amend the City's Administrative Code to adopt new fee tables applicable to permits, inspections and other services performed in connection with the City's technical codes. The new tables are based on the cost of providing services rather than on the estimated value of construction. The tables include built-in adjustments for 2012 and 2013, unless it is determined that increases are not needed. The bill also requires a general contractor to obtain all permits and pay all related fees in the case of projects involving the work of more than one trade.

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. 2010-37
2. Fee Tables
3. Business Impact Statement

BILL NO. 2010-37

ORDINANCE NO. _____

AN ORDINANCE RELATING TO THE CITY'S ADMINISTRATIVE CODE; AMENDING THE SUPPLEMENTAL DOCUMENT TO THAT CODE TO ADOPT NEW FEE TABLES APPLICABLE TO PERMITS, INSPECTIONS AND OTHER SERVICES PERFORMED IN CONNECTION WITH THE CITY'S TECHNICAL CODES, AND TO MAKE OTHER PERMIT-RELATED ADJUSTMENTS; AND PROVIDING FOR OTHER RELATED MATTERS.

Proposed by: Christopher Knight, Director of Building and Safety

Summary: Amends the City's Administrative Code to adopt new fee tables applicable to permits, inspections and other services performed in connection with the City's technical codes, and to make other permit-related adjustments.

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

SECTION 1: The document entitled "A Supplemental Document Amending the Uniform Administrative Code, 1997 Edition," which was adopted by Ordinance No. 5884, is hereby amended as set forth in Sections 2 to 6, inclusive, of this Ordinance.

SECTION 2: Section 6 of the Supplemental Document referred to in Section 1 is hereby repealed and a new Section 6 is adopted in lieu thereof, reading as follows:

Section 6: Section 301 is hereby amended by deleting Subsection 301.1 and substituting therefor a new Subsection 301.1 and a new Subsection 301.1.1, reading as follows:

301.1 Permits Required. Except as specified in Subsection 301.1.1 of this Section or in Section 26 of this Supplemental Document, no building, structure, building service equipment or onsite improvement regulated by this Code or any of the technical codes shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted, or demolished unless a separate, appropriate permit for each building, structure, building service equipment or onsite improvement has first been obtained from the Building Official. If work is commenced before a necessary and appropriate permit for the work has been

obtained, the Building Official is authorized to charge an additional fee in the amount of the building permit fee (i.e., a double fee).

301.1.1 Licensing and Contractor Requirements. No building permits shall be issued for building work which is required to be performed by a licensed contractor under NRS Chapter 624 unless the applicant is appropriately licensed by the State of Nevada and is licensed to do business within the City. Whenever two or more trades (building, plumbing, mechanical, or electrical) are to perform work on a project, a general contractor must be retained for the project, unless this requirement is waived by the Building Official. Where the preceding sentence requires that a general contractor be retained, the general contractor shall be responsible for acquiring the permits for all the trades to be involved in the work, and shall be responsible for paying all fees associated with the work in accordance with Table Nos. 3-A, 3-B and 3-C. A general contractor to whom a permit is issued shall be responsible for all work authorized for the project and shall post at the job site a list of all subcontractors doing work on the job with their names, their State subcontractor's license numbers and classifications and their City business license numbers. Mechanical, electrical and plumbing subcontractors shall register with the Department when all permits have been taken out by the general contractor. The general contractor and subcontractors must meet all applicable qualifications and requirements described in the technical codes.

NOTE: Additional licensing requirements concerning plumbing work are contained in Sections 23 to 30, inclusive, of this Supplemental Document. Additional licensing requirements concerning mechanical work are contained in Sections 31 to 34, inclusive, of this Supplemental Document.

SECTION 3: Sections 12, 13 and 14 of the Supplemental Document referred to in Section 1 are hereby repealed and new Sections 12, 13 and 14 are adopted in lieu thereof, reading as follows:

Section 12: Section 304 is hereby amended by deleting Subsection 304.1, 304.2, and 304.3, and substituting therefor new Subsections 304.1, 304.2, and 304.3, including their constituent parts, reading as follows:

304.1 General Provisions.

304.1.1 Fees–Generally. Fees shall be assessed in accordance with the provisions of this Section and the fee tables adopted in connection with this Supplemental Document, as amended by the City Council from time to time. Political subdivisions which by law are exempt from the payment of building permit fees are not exempt from:

1. **The plan check fees described in this Section 304;**
2. **Sewer connection fees; or**
3. **Any other development-related fee, except to the extent provided by law.**

304.1.2 Fee-Related Definitions. For purposes of this Section 304:

1. **"New construction" refers to new construction, remodels and additions relating to the occupancies that are listed in Table No. 3-A, as adopted in connection with this Supplemental Document.**
2. **"Included examination time," with respect to a project and the fees chargeable in relation thereto, means the amount of time (measured in hours) that the Building Official has estimated as necessary to complete the required review of plans by Building and Safety staff for compliance with applicable codes relating to the issuance of a building permit (plan check). The plan check fees that have been set with respect to any particular type of project are deemed to entitle the developer/contractor/owner of that particular project to a level of effort and service from the Building and Safety Department which reflects the "included examination time." The estimated hours of plan check time are represented in the base**

plan check fee (calculated as the product of that number of hours and the applicable hourly rate).

3. "Extraordinary examination time," with respect to a project and the fees chargeable in relation thereto, means the time necessary to conduct plan check that is in excess of the "included examination time" for that project.

4. "Included inspection time," with respect to a project and the fees chargeable in relation thereto, means the amount of time (measured in hours) that the Building Official has estimated as necessary to complete the required inspections of the on-site construction work for completion of the project to a final certificate of occupancy or completion. The fees that have been set with respect to any particular type of permit are deemed to entitle the developer/contractor/owner of that particular project to a level of effort and service from the Building and Safety Department which reflects the "included inspection time." The estimated hours of building inspection time are represented in the base fee (calculated as the product of that number of hours and the applicable hourly rate).

5. "Extraordinary inspection time," with respect to a project and the fees chargeable in relation thereto, means the time necessary to inspect a project that is in excess of the "included inspection time" for that project.

304.2 Plan Check Fees.

304.2.1 New Construction. For new construction, as defined in Subsection 304.1, the base plan check fee for each type of permit shall be the applicable base plan check fee as set forth in Table No. 3-A under the heading "Effective July 1, 2010," determined with reference to the occupancy and the size basis thresholds

listed therein. Such base fees, which are subject to adjustment in accordance with Sections 304.2.2 and 304.9, include plans examination to the extent represented in the "included examination time" that has been established by the Building and Safety Department for that project. Additional examination time (referred to as "extraordinary examination time") will be charged in accordance with Table No. 3-E.

304.2.2 Size-Based Adjustment to Base Plan Check Fee. For new construction, as defined in Subsection 304.1, the applicable base plan check fee, determined with reference to the occupancy and the size basis thresholds listed therein, shall be increased, in accordance with Table No. 3-B, by the amount that corresponds to the number of square feet by which the construction exceeds the amount of the applicable threshold base plan check fee, taking into account the applicable construction type listed in the various table columns.

304.2.3 Other Construction. For construction <u>other than</u> new construction, as defined in Subsection 304.1, the plan check fee for each type of permit shall be as set forth in Table No. 3-E under the heading "Effective July 1, 2010". Those fees, which are subject to adjustment in accordance with Section 304.9, include plans examination to the extent represented in the "included examination time" that has been established by the Building and Safety Department for that project. Additional examination time (referred to as "extraordinary examination time") will be charged in accordance with Table No. 3-E.

304.3 Permit and Inspection Fees

304.3.1 New Construction. For new construction, as defined in Subsection 304.1, the base fee for each type of permit and the associated inspections shall be the applicable base fee as set forth in Table No. 3-A under the heading "Effective July 1, 2010," determined with reference to the occupancy and the size basis thresholds listed therein. Such base fees, which are subject to adjustment in

accordance with Sections 304.3.2 and 304.9, include:

1. **The fees for the associated mechanical, plumbing and electrical work;**
2. **Associated structural reviews; and**
3. **Inspections to the extent represented in the "included inspection time" that has been established by the Building and Safety Department for that project.**

Additional inspection time (referred to as "extraordinary inspection time") will be charged in accordance with Table No. 3-E.

304.3.2 Size-Based Adjustment to Base Fee. For new construction, as defined in Subsection 304.1, the applicable base fee, determined with reference to the occupancy and the size basis thresholds listed therein, shall be increased, in accordance with Table No. 3-C, by the amount that corresponds to the number of square feet by which the construction exceeds the amount of the applicable threshold base fee, taking into account the applicable construction type listed in the various table columns.

304.3.3 Other Construction. For construction <u>other than</u> new construction, as defined in Subsection 304.1, the fee for each type of permit and the associated inspections shall be as set forth in Table No. 3-E. Those fees, which are subject to adjustment in accordance with Section 304.9, do not include necessary structural reviews, which shall be chargeable under Section 304.7, but do include:

1. **The fees for the associated mechanical, plumbing and electrical work; and**
2. **Inspections to the extent represented in the "included inspection time" that has been established by the Building and Safety Department for that project.**

Additional inspection time (referred to as "extraordinary inspection time") will

be charged in accordance with Table No. 3-E.

304.3.4 Mechanical/Plumbing/Electrical Work Only. For work that is limited to mechanical, plumbing, or electrical, the fee for each type of permit and the associated inspections shall be as set forth in Table No. 3-D. Those fees, which are subject to adjustment in accordance with Section 304.9, do not include necessary structural reviews, which shall be chargeable under Section 304.7, but do include inspections to the extent represented in the "included inspection time" that has been established by the Building and Safety Department for that project. Additional inspection time (referred to as "extraordinary inspection time") will be charged in accordance with Table No. 3-E.

Section 13: Section 304 is hereby amended by adding to Subsection 304.6 thereof a new paragraph, reading as follows:

304.6 Nonrefundable Fees. Except with respect to fees erroneously collected, the following fees will not be refunded:

1. Administrative issuance fees.

2. Zoning requirement review fees collected on behalf of the Planning and Development Department.

Section 14: Section 304 is hereby amended by adding thereto four new subsections, designated as Subsections 304.7, 304.8, 304.9 and 304.10, reading respectively as follows:

304.7 Miscellaneous and Other Fees. The following fees are chargeable to the extent not included elsewhere under applicable fee tables:

1. Administrative issuance fees, which are chargeable under Table Nos. 3-D and 3-E and apply to every permit, in addition to any other charge.

2. Hourly fees for extraordinary examination time and extraordinary

inspection time as described in this Section 304 and as set forth in Table No. 3-E.

3. All other fees set forth in Table Nos. 3-E and 3-F.

304.8 Interpretation of Fee Tables. In connection with certain items of work or construction (or combinations of such items), it may be necessary to consult more than one fee table in order to determine the amounts of all applicable fees. The determination of which fee table or fee tables apply in any particular case shall be within the discretion of the Building Official or his designee.

304.9 Fee Increases. Unless otherwise determined by future action of the City Council pursuant to Section 304.10:

1. All fees set forth in Table Nos. 3-A, 3-D and 3-E under the columns "Effective July 1, 2010" shall be increased on July 1, 2012, and on July 1, 2013, respectively, as set forth under the corresponding columns in those Tables; and

2. On those dates, there shall be corresponding percentage-based increases in the amounts set forth in Tables 3-B, 3-C and 3-F.

304.10 Fee Review. Before July 1, 2012, the Building Official shall review the current fiscal performance of the City of Las Vegas Building and Safety Enterprise Fund to determine the need for the fee increases described in Section 304.9. If the Building Official determines that the fee increases are not needed, an appropriate agenda item to remove the increases shall be presented to the City Council for action to do so.

SECTION 4: Section 22 of the Supplemental Document referred to in Section 1 is hereby repealed and a new Section 22 is adopted in lieu thereof, reading as follows:

Section 22: Table Nos. 3-A, 3-B, 3-C, and 3-D, previously adopted by Ordinance No. 5884, are hereby deleted in their entirety, and new Table Nos. 3-A to 3-F, inclusive, which are attached hereto and incorporated by this reference, are

adopted in lieu thereof.

SECTION 5: Section 30 of the Supplemental Document referred to in Section 1 is hereby repealed and a new Section 30 is adopted in lieu thereof, reading as follows:

Section 30: Fees. Fees related to plumbing permits and plumbing work shall be as set forth in Table Nos. 3-A to 3-F, inclusive.

SECTION 6: Section 34 of the Supplemental Document referred to in Section 1 is hereby repealed and a new Section 34 is adopted in lieu thereof, reading as follows:

Section 34: Fees. Fees related to mechanical permits and mechanical work shall be as set forth in Table Nos. 3-A to 3-F, inclusive.

SECTION 7: The Department of Building and Safety is authorized to republish the attached fee tables to remove any reference to the word "draft" and to file the final tables with the City Clerk.

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

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2010.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 7-21-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas
2010 BUILDING USER FEES
Building & Safety Department

Table No. 3-A FEE SCHEDULE - NEW CONSTRUCTION

Fee Service Information				*Effective July 1, 2010*		*Effective July 1, 2012*		*Effective July 1, 2013*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees
			1,000	$ 333	$ 855	$ 382	$ 983	$ 421	$ 1,082
			4,000	$ 829	$ 2,039	$ 953	$ 2,345	$ 1,048	$ 2,579
1	A-1	Assembly Group: Theaters (Plays) - Complete	10,000	$ 1,765	$ 4,274	$ 2,030	$ 4,915	$ 2,233	$ 5,406
			20,000	$ 3,328	$ 7,996	$ 3,827	$ 9,196	$ 4,209	$ 10,115
			50,000	$ 7,879	$ 17,634	$ 8,509	$ 19,045	$ 8,509	$ 19,045
			1,000	$ 281	$ 743	$ 323	$ 854	$ 356	$ 939
			4,000	$ 705	$ 1,605	$ 811	$ 1,846	$ 892	$ 2,031
2	A-1	Assembly Group: Theaters - Shell	10,000	$ 1,454	$ 3,246	$ 1,672	$ 3,733	$ 1,839	$ 4,107
			20,000	$ 2,703	$ 5,986	$ 3,108	$ 6,884	$ 3,419	$ 7,572
			50,000	$ 5,934	$ 13,592	$ 5,934	$ 13,592	$ 5,934	$ 13,592
			250	$ 50	$ 180	$ 58	$ 207	$ 63	$ 228
			1,000	$ 99	$ 296	$ 114	$ 341	$ 125	$ 375
3	A-1	Assembly Group: Theaters - TI	2,500	$ 199	$ 536	$ 229	$ 617	$ 251	$ 678
			5,000	$ 321	$ 829	$ 369	$ 953	$ 406	$ 1,048
			12,500	$ 578	$ 1,439	$ 664	$ 1,655	$ 731	$ 1,820
			2,000	$ 531	$ 1,330	$ 611	$ 1,530	$ 672	$ 1,682
			8,000	$ 1,514	$ 3,673	$ 1,741	$ 4,223	$ 1,915	$ 4,646
4	A-2	Assembly Group: Casino / Banquet Hall - Complete	20,000	$ 3,479	$ 8,356	$ 4,001	$ 9,610	$ 4,401	$ 10,571
			40,000	$ 6,753	$ 16,165	$ 7,765	$ 18,590	$ 8,542	$ 20,449
			100,000	$ 10,344	$ 34,387	$ 10,344	$ 34,387	$ 10,344	$ 34,387
			2,000	$ 558	$ 1,174	$ 642	$ 1,350	$ 706	$ 1,485
			8,000	$ 1,403	$ 3,048	$ 1,613	$ 3,505	$ 1,775	$ 3,855
5	A-2	Assembly Group: Casino / Banquet Hall - Shell	20,000	$ 2,598	$ 6,251	$ 2,988	$ 7,189	$ 3,286	$ 7,908
			40,000	$ 5,007	$ 11,999	$ 5,115	$ 12,257	$ 5,115	$ 12,257
			100,000	$ 7,129	$ 19,832	$ 7,129	$ 19,832	$ 7,129	$ 19,832
			500	$ 71	$ 230	$ 82	$ 265	$ 90	$ 291
			2,000	$ 176	$ 483	$ 203	$ 555	$ 223	$ 610
6	A-2	Assembly Group: Casino / Banquet Hall - TI	5,000	$ 401	$ 1,031	$ 461	$ 1,185	$ 507	$ 1,304
			10,000	$ 626	$ 1,566	$ 719	$ 1,801	$ 791	$ 1,981
			25,000	$ 1,197	$ 2,931	$ 1,377	$ 3,371	$ 1,514	$ 3,708
			1,000	$ 446	$ 1,137	$ 512	$ 1,308	$ 564	$ 1,438
			4,000	$ 1,140	$ 2,793	$ 1,311	$ 3,212	$ 1,442	$ 3,533
7	A-2	Assembly Group: Nightclub / Restaurant - Complete	10,000	$ 2,068	$ 4,994	$ 2,378	$ 5,743	$ 2,615	$ 6,317
			20,000	$ 3,931	$ 8,684	$ 4,521	$ 9,986	$ 4,973	$ 10,985
			50,000	$ 7,467	$ 18,217	$ 7,467	$ 18,217	$ 7,467	$ 18,217
			1,000	$ 365	$ 939	$ 420	$ 1,080	$ 462	$ 1,188
			4,000	$ 801	$ 1,973	$ 921	$ 2,268	$ 1,014	$ 2,495
8	A-2	Assembly Group: Nightclub / Restaurant - Shell	10,000	$ 1,695	$ 4,104	$ 1,949	$ 4,719	$ 2,144	$ 5,191
			20,000	$ 3,186	$ 7,659	$ 3,664	$ 8,808	$ 3,894	$ 9,360
			50,000	$ 6,557	$ 12,169	$ 6,557	$ 12,169	$ 6,557	$ 12,169

City of Las Vegas
2010 BUILDING USER FEES
Building & Safety Department

Table No. 3-A FEE SCHEDULE - NEW CONSTRUCTION

Fee Service Information				*Effective July 1, 2010*		*Effective July 1, 2012*		*Effective July 1, 2013*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees
			500	$ 78	$ 248	$ 89	$ 285	$ 98	$ 313
			2,000	$ 233	$ 630	$ 267	$ 725	$ 294	$ 797
9	A-2	Assembly Group: Nightclub / Restaurant - TI	5,000	$ 435	$ 1,112	$ 500	$ 1,278	$ 550	$ 1,406
			10,000	$ 674	$ 1,682	$ 775	$ 1,934	$ 852	$ 2,127
			25,000	$ 1,319	$ 3,218	$ 1,516	$ 3,700	$ 1,668	$ 4,070
			500	$ 231	$ 614	$ 266	$ 706	$ 293	$ 776
			2,000	$ 693	$ 1,727	$ 797	$ 1,985	$ 877	$ 2,184
10	B	Restaurant (<50 occ.) - Complete	5,000	$ 1,136	$ 2,773	$ 1,307	$ 3,188	$ 1,437	$ 3,507
			10,000	$ 2,068	$ 4,984	$ 2,378	$ 5,743	$ 2,615	$ 6,317
			25,000	$ 4,196	$ 10,727	$ 4,615	$ 11,800	$ 4,615	$ 11,800
			500	$ 223	$ 536	$ 256	$ 617	$ 282	$ 678
			2,000	$ 504	$ 1,264	$ 579	$ 1,453	$ 637	$ 1,599
11	B	Restaurant (<50 occ.) - Shell	5,000	$ 950	$ 2,328	$ 1,093	$ 2,677	$ 1,202	$ 2,944
			10,000	$ 1,695	$ 3,775	$ 1,949	$ 4,342	$ 2,144	$ 4,776
			25,000	$ 2,768	$ 7,551	$ 2,768	$ 7,551	$ 2,768	$ 7,551
			250	$ 63	$ 227	$ 72	$ 260	$ 80	$ 287
			1,000	$ 137	$ 401	$ 157	$ 461	$ 173	$ 507
12	B	Restaurant (<50 occ.) - TI	2,500	$ 272	$ 723	$ 312	$ 831	$ 343	$ 915
			5,000	$ 435	$ 1,112	$ 500	$ 1,278	$ 550	$ 1,406
			12,500	$ 783	$ 1,943	$ 900	$ 2,234	$ 990	$ 2,457
	B	Offices, etc. - Complete	500	$ 199	$ 536	$ 229	$ 617	$ 251	$ 678
	"	"	2,000	$ 567	$ 1,422	$ 652	$ 1,636	$ 717	$ 1,799
15	"	"	5,000	$ 960	$ 2,350	$ 1,104	$ 2,703	$ 1,214	$ 2,973
	"	"	10,000	$ 1,715	$ 4,153	$ 1,972	$ 4,775	$ 2,169	$ 5,253
	"	"	25,000	$ 2,613	$ 8,793	$ 2,743	$ 9,233	$ 2,743	$ 9,233
			500	$ 170	$ 430	$ 196	$ 495	$ 215	$ 544
			2,000	$ 496	$ 1,253	$ 570	$ 1,441	$ 627	$ 1,585
18	B	Offices, etc. - Shell	5,000	$ 809	$ 1,990	$ 930	$ 2,289	$ 1,023	$ 2,517
			10,000	$ 1,413	$ 3,433	$ 1,624	$ 3,947	$ 1,787	$ 4,342
			25,000	$ 1,987	$ 7,136	$ 2,027	$ 7,278	$ 2,027	$ 7,278
			200	$ 60	$ 216	$ 69	$ 248	$ 76	$ 273
			800	$ 99	$ 309	$ 114	$ 355	$ 125	$ 391
19	B	Offices, etc. - TI	2,000	$ 195	$ 540	$ 224	$ 621	$ 247	$ 683
			4,000	$ 320	$ 834	$ 367	$ 959	$ 404	$ 1,055
			10,000	$ 584	$ 1,467	$ 671	$ 1,687	$ 738	$ 1,856
			1,000	$ 416	$ 1,061	$ 478	$ 1,220	$ 526	$ 1,342
			4,000	$ 1,064	$ 2,607	$ 1,224	$ 2,998	$ 1,346	$ 3,298
20	B	Medical Offices - Complete	10,000	$ 2,068	$ 4,994	$ 2,378	$ 5,743	$ 2,615	$ 6,317
			20,000	$ 3,334	$ 8,910	$ 3,834	$ 10,247	$ 4,217	$ 11,271
			50,000	$ 4,190	$ 18,217	$ 4,190	$ 18,217	$ 4,190	$ 18,217

City of Las Vegas
2010 BUILDING USER FEES
Building & Safety Department

Table No. 3-A FEE SCHEDULE - NEW CONSTRUCTION

Fee Service Information				*Effective July 1, 2010*		*Effective July 1, 2012*		*Effective July 1, 2013*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees
			1,000	$ 365	$ 839	$ 420	$ 965	$ 462	$ 1,061
			4,000	$ 799	$ 1,968	$ 919	$ 2,263	$ 1,010	$ 2,489
21	B	Medical Offices - Shell	10,000	$ 1,437	$ 4,104	$ 1,653	$ 4,719	$ 1,818	$ 5,191
			20,000	$ 1,886	$ 7,046	$ 2,169	$ 8,103	$ 2,278	$ 8,508
			50,000	$ 2,329	$ 13,342	$ 2,329	$ 13,342	$ 2,329	$ 13,342
			250	$ 63	$ 227	$ 72	$ 260	$ 80	$ 287
			1,000	$ 137	$ 401	$ 157	$ 461	$ 173	$ 507
22	B	Medical Offices - TI	2,500	$ 272	$ 723	$ 312	$ 831	$ 343	$ 915
			5,000	$ 438	$ 1,119	$ 504	$ 1,287	$ 554	$ 1,416
			12,500	$ 789	$ 1,956	$ 907	$ 2,249	$ 998	$ 2,474
			5,000	$ 1,078	$ 2,640	$ 1,240	$ 3,036	$ 1,364	$ 3,340
			20,000	$ 3,234	$ 7,152	$ 3,719	$ 8,225	$ 4,091	$ 9,047
23	B	Offices - Highrise (>4 stories) - Complete	50,000	$ 6,843	$ 18,605	$ 7,870	$ 21,396	$ 8,027	$ 21,824
			100,000	$ 13,382	$ 32,553	$ 13,382	$ 32,553	$ 13,382	$ 32,553
			250,000	$ 17,356	$ 48,682	$ 17,356	$ 48,682	$ 17,356	$ 48,682
			5,000	$ 766	$ 1,838	$ 881	$ 2,113	$ 969	$ 2,325
			20,000	$ 2,479	$ 5,821	$ 2,851	$ 6,694	$ 3,136	$ 7,364
24	B	Offices - Highrise (>4 stories) - Shell	50,000	$ 5,461	$ 13,794	$ 5,734	$ 14,484	$ 5,734	$ 14,484
			100,000	$ 10,545	$ 21,666	$ 10,545	$ 21,666	$ 10,545	$ 21,666
			250,000	$ 13,903	$ 31,436	$ 13,903	$ 31,436	$ 13,903	$ 31,436
			500	$ 64	$ 215	$ 73	$ 247	$ 81	$ 272
			2,000	$ 163	$ 450	$ 187	$ 518	$ 206	$ 569
25	B	Offices - Highrise (>4 stories) - TI	5,000	$ 308	$ 798	$ 354	$ 917	$ 389	$ 1,009
			10,000	$ 486	$ 1,223	$ 559	$ 1,406	$ 615	$ 1,546
			25,000	$ 909	$ 2,231	$ 1,045	$ 2,566	$ 1,150	$ 2,823
			5,000	$ 883	$ 1,416	$ 972	$ 1,557	$ 972	$ 1,557
			20,000	$ 1,445	$ 2,372	$ 1,445	$ 2,372	$ 1,445	$ 2,372
26	HRF	Highrise: All Types (>4 stories) - Foundation	50,000	$ 2,421	$ 3,552	$ 2,421	$ 3,552	$ 2,421	$ 3,552
			100,000	$ 5,514	$ 5,103	$ 5,514	$ 5,103	$ 5,514	$ 5,103
			250,000	$ 7,293	$ 7,488	$ 7,293	$ 7,488	$ 7,293	$ 7,488
			5,000	$ 988	$ 2,223	$ 1,136	$ 2,556	$ 1,249	$ 2,812
			20,000	$ 3,330	$ 5,507	$ 3,730	$ 6,167	$ 3,730	$ 6,167
27	HRS	Highrise: All Types (>4 stories) - Superstructure	50,000	$ 6,993	$ 8,442	$ 6,993	$ 8,442	$ 6,993	$ 8,442
			100,000	$ 12,540	$ 12,102	$ 12,540	$ 12,102	$ 12,540	$ 12,102
			250,000	$ 16,025	$ 17,995	$ 16,025	$ 17,995	$ 16,025	$ 17,995
			500	$ 77	$ 215	$ 88	$ 247	$ 97	$ 272
			2,000	$ 195	$ 540	$ 224	$ 621	$ 247	$ 683
28	HRTI	Highrise: All Types (>4 stories) - TI	5,000	$ 369	$ 957	$ 424	$ 1,101	$ 467	$ 1,211
			10,000	$ 584	$ 1,467	$ 671	$ 1,687	$ 738	$ 1,856
			25,000	$ 1,091	$ 2,678	$ 1,254	$ 3,079	$ 1,379	$ 3,387

City of Las Vegas
2010 BUILDING USER FEES
Building & Safety Department

Table No. 3-A FEE SCHEDULE - NEW CONSTRUCTION

Fee Service Information				*Effective July 1, 2010*		*Effective July 1, 2012*		*Effective July 1, 2013*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees
			2,000	$ 620	$ 1,551	$ 712	$ 1,784	$ 784	$ 1,962
			8,000	$ 1,628	$ 3,952	$ 1,872	$ 4,545	$ 2,060	$ 5,000
29	A-3	Assembly Group: Halls - Complete	20,000	$ 3,328	$ 7,996	$ 3,827	$ 9,196	$ 4,209	$ 10,115
			40,000	$ 6,450	$ 15,445	$ 7,418	$ 17,762	$ 8,159	$ 19,538
			100,000	$ 9,619	$ 30,835	$ 9,619	$ 30,835	$ 9,619	$ 30,835
			2,000	$ 511	$ 1,149	$ 588	$ 1,321	$ 646	$ 1,453
			8,000	$ 1,204	$ 2,698	$ 1,384	$ 3,103	$ 1,523	$ 3,413
30	A-3	Assembly Group: Halls - Shell	20,000	$ 2,421	$ 5,986	$ 2,785	$ 6,884	$ 3,063	$ 7,572
			40,000	$ 4,494	$ 11,467	$ 4,943	$ 12,613	$ 4,943	$ 12,613
			100,000	$ 5,790	$ 19,174	$ 5,790	$ 19,174	$ 5,790	$ 19,174
			200	$ 50	$ 180	$ 58	$ 207	$ 63	$ 228
			800	$ 85	$ 266	$ 98	$ 306	$ 108	$ 337
31	A-3	Assembly Group: Halls - TI	2,000	$ 170	$ 468	$ 196	$ 538	$ 215	$ 591
			4,000	$ 330	$ 864	$ 380	$ 994	$ 417	$ 1,093
			10,000	$ 602	$ 1,509	$ 692	$ 1,735	$ 761	$ 1,909
			2,000	$ 315	$ 815	$ 362	$ 937	$ 398	$ 1,031
			8,000	$ 789	$ 1,943	$ 907	$ 2,234	$ 998	$ 2,457
32	A-3	Assembly Group: Exhibition - Complete	20,000	$ 1,665	$ 4,033	$ 1,915	$ 4,637	$ 2,106	$ 5,101
			40,000	$ 3,126	$ 7,515	$ 3,595	$ 8,642	$ 3,955	$ 9,506
			100,000	$ 7,509	$ 17,966	$ 8,635	$ 20,661	$ 9,499	$ 22,727
			2,000	$ 271	$ 710	$ 312	$ 817	$ 343	$ 898
			8,000	$ 673	$ 1,668	$ 773	$ 1,918	$ 851	$ 2,109
33	A-3	Assembly Group: Exhibition - Shell	20,000	$ 1,373	$ 3,335	$ 1,578	$ 3,835	$ 1,736	$ 4,219
			40,000	$ 2,541	$ 6,124	$ 2,922	$ 7,042	$ 3,215	$ 7,747
			100,000	$ 6,048	$ 14,484	$ 6,955	$ 16,656	$ 7,650	$ 18,322
			200	$ 27	$ 118	$ 31	$ 135	$ 34	$ 149
			800	$ 69	$ 200	$ 79	$ 230	$ 87	$ 253
34	A-3	Assembly Group: Exhibition - TI	2,000	$ 99	$ 296	$ 114	$ 341	$ 125	$ 375
			4,000	$ 195	$ 540	$ 224	$ 621	$ 247	$ 683
			10,000	$ 369	$ 957	$ 424	$ 1,101	$ 467	$ 1,211
			2,000	$ 584	$ 1,467	$ 671	$ 1,687	$ 738	$ 1,856
			8,000	$ 1,599	$ 3,888	$ 1,839	$ 4,471	$ 2,023	$ 4,918
35	A-3	Assembly Group: Recreation - Complete	20,000	$ 3,025	$ 7,276	$ 3,479	$ 8,368	$ 3,827	$ 9,204
			40,000	$ 5,846	$ 14,003	$ 6,723	$ 16,103	$ 7,396	$ 17,713
			100,000	$ 8,356	$ 34,184	$ 9,465	$ 38,720	$ 9,465	$ 38,720
			2,000	$ 423	$ 1,070	$ 486	$ 1,231	$ 534	$ 1,354
			8,000	$ 1,109	$ 2,706	$ 1,275	$ 3,112	$ 1,403	$ 3,423
36	A-3	Assembly Group: Recreation - Shell	20,000	$ 2,461	$ 5,931	$ 2,830	$ 6,821	$ 3,113	$ 7,503
			40,000	$ 4,604	$ 11,311	$ 5,295	$ 13,008	$ 5,824	$ 14,309
			100,000	$ 5,974	$ 21,996	$ 6,571	$ 24,196	$ 6,571	$ 24,196

City of Las Vegas
2010 BUILDING USER FEES
Building & Safety Department

Table No. 3-A FEE SCHEDULE - NEW CONSTRUCTION

Fee Service Information				*Effective July 1, 2010*		*Effective July 1, 2012*		*Effective July 1, 2013*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees
			200	$ 60	$ 180	$ 69	$ 207	$ 76	$ 228
			800	$ 99	$ 258	$ 114	$ 296	$ 125	$ 326
37	A-3	Assembly Group: Recreation - TI	2,000	$ 188	$ 521	$ 216	$ 599	$ 237	$ 658
			4,000	$ 306	$ 806	$ 352	$ 926	$ 387	$ 1,019
			10,000	$ 566	$ 1,424	$ 650	$ 1,637	$ 715	$ 1,801
			1,000	$ 401	$ 859	$ 461	$ 988	$ 507	$ 1,086
			4,000	$ 1,007	$ 2,061	$ 1,157	$ 2,370	$ 1,273	$ 2,607
38	E	Educational Building - Complete	10,000	$ 1,791	$ 4,334	$ 2,060	$ 4,984	$ 2,266	$ 5,482
			20,000	$ 3,378	$ 8,116	$ 3,884	$ 9,334	$ 4,273	$ 10,267
			50,000	$ 5,664	$ 19,468	$ 6,513	$ 22,388	$ 6,513	$ 22,388
			1,000	$ 345	$ 749	$ 397	$ 861	$ 436	$ 947
			4,000	$ 855	$ 1,761	$ 983	$ 2,025	$ 1,082	$ 2,228
39	E	Educational Building - Shell	10,000	$ 1,649	$ 3,576	$ 1,897	$ 4,113	$ 2,086	$ 4,524
			20,000	$ 2,743	$ 6,603	$ 3,154	$ 7,593	$ 3,469	$ 8,352
			50,000	$ 3,616	$ 15,685	$ 3,897	$ 16,902	$ 3,897	$ 16,902
			250	$ 60	$ 216	$ 69	$ 248	$ 76	$ 273
			1,000	$ 119	$ 356	$ 136	$ 409	$ 150	$ 450
40	E	Educational Building - TI	2,500	$ 239	$ 644	$ 274	$ 740	$ 302	$ 814
			5,000	$ 392	$ 1,007	$ 450	$ 1,157	$ 495	$ 1,273
			12,500	$ 698	$ 1,739	$ 802	$ 1,999	$ 882	$ 2,199
			1,000	$ 218	$ 579	$ 250	$ 666	$ 275	$ 732
			4,000	$ 546	$ 1,368	$ 628	$ 1,573	$ 691	$ 1,730
41	F	Factory / Industrial Building - Complete	10,000	$ 1,060	$ 2,591	$ 1,219	$ 2,980	$ 1,341	$ 3,278
			20,000	$ 1,916	$ 4,634	$ 2,204	$ 5,329	$ 2,424	$ 5,862
			50,000	$ 4,486	$ 10,759	$ 5,159	$ 12,373	$ 5,675	$ 13,610
			1,000	$ 190	$ 516	$ 219	$ 594	$ 240	$ 653
			4,000	$ 479	$ 1,204	$ 551	$ 1,384	$ 606	$ 1,523
42	F	Factory / Industrial Building - Shell	10,000	$ 889	$ 2,183	$ 1,022	$ 2,510	$ 1,124	$ 2,761
			20,000	$ 1,574	$ 3,815	$ 1,810	$ 4,387	$ 1,991	$ 4,826
			50,000	$ 3,571	$ 8,716	$ 4,107	$ 10,024	$ 4,518	$ 11,026
			250	$ 35	$ 156	$ 40	$ 179	$ 44	$ 197
			1,000	$ 86	$ 276	$ 98	$ 317	$ 108	$ 349
43	F	Factory / Industrial Building - TI	2,500	$ 144	$ 420	$ 166	$ 483	$ 182	$ 531
			5,000	$ 246	$ 660	$ 283	$ 759	$ 311	$ 835
			12,500	$ 540	$ 1,170	$ 621	$ 1,346	$ 683	$ 1,480
			500	$ 153	$ 440	$ 176	$ 505	$ 194	$ 556
			2,000	$ 422	$ 1,083	$ 485	$ 1,245	$ 533	$ 1,370
44	H	Hazardous H- Complete	5,000	$ 759	$ 1,571	$ 873	$ 1,807	$ 960	$ 1,988
			10,000	$ 1,272	$ 2,591	$ 1,463	$ 2,980	$ 1,609	$ 3,278
			25,000	$ 2,814	$ 5,654	$ 3,236	$ 6,502	$ 3,560	$ 7,152

City of Las Vegas
2010 BUILDING USER FEES
Building & Safety Department

Table No. 3-A FEE SCHEDULE - NEW CONSTRUCTION

Fee Service Information				*Effective July 1, 2010*		*Effective July 1, 2012*		*Effective July 1, 2013*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees
			500	$ 132	$ 324	$ 152	$ 372	$ 167	$ 410
			2,000	$ 366	$ 790	$ 421	$ 909	$ 463	$ 999
45	H	Hazardous H- Shell	5,000	$ 656	$ 1,368	$ 754	$ 1,573	$ 829	$ 1,730
			10,000	$ 1,067	$ 2,183	$ 1,226	$ 2,510	$ 1,349	$ 2,761
			25,000	$ 2,300	$ 4,634	$ 2,644	$ 5,329	$ 2,909	$ 5,862
			100	$ 17	$ 95	$ 19	$ 109	$ 21	$ 120
			400	$ 60	$ 180	$ 69	$ 207	$ 76	$ 228
46	H	Hazardous H- T I	1,000	$ 86	$ 230	$ 98	$ 265	$ 108	$ 291
			2,000	$ 129	$ 318	$ 148	$ 365	$ 163	$ 402
			5,000	$ 246	$ 550	$ 283	$ 633	$ 311	$ 696
	R-3	Single-Family (custom or model)	1,000	$ 269	$ 703	$ 309	$ 808	$ 340	$ 889
	"	"	2,500	$ 494	$ 1,241	$ 568	$ 1,427	$ 625	$ 1,570
49	"	"	5,000	$ 1,010	$ 2,471	$ 1,162	$ 2,842	$ 1,278	$ 3,126
	"	"	7,000	$ 1,333	$ 3,240	$ 1,532	$ 3,726	$ 1,686	$ 4,099
	"	"	10,000	$ 1,816	$ 4,393	$ 2,089	$ 5,051	$ 2,298	$ 5,557
			500	$ -	$ 450	$ -	$ 450	$ -	$ 450
			1,250	$ -	$ 695	$ -	$ 695	$ -	$ 695
52	R-3	Single-Family - Production / Repeat	2,500	$ -	$ 1,082	$ -	$ 1,082	$ -	$ 1,082
			3,500	$ -	$ 1,401	$ -	$ 1,401	$ -	$ 1,401
			5,000	$ -	$ 1,730	$ -	$ 1,730	$ -	$ 1,730
			400	$ 160	$ -	$ 160	$ -	$ 160	$ -
			1,000	$ 160	$ -	$ 160	$ -	$ 160	$ -
53	R-3	Prefabricated / Manufactured Dwelling - Complete (Fees based on actual time @ staff houly rates)	2,000	$ 160	$ -	$ 160	$ -	$ 160	$ -
			2,800	$ 160	$ -	$ 160	$ -	$ 160	$ -
			4,000	$ 160	$ -	$ 160	$ -	$ 160	$ -
			200	$ 80	$ 258	$ 92	$ 296	$ 101	$ 326
			500	$ 151	$ 430	$ 174	$ 494	$ 191	$ 544
54	R-3	Single-Family Residential - Addition	1,000	$ 246	$ 657	$ 283	$ 755	$ 312	$ 831
			1,400	$ 314	$ 819	$ 361	$ 942	$ 397	$ 1,036
			2,000	$ 402	$ 1,028	$ 462	$ 1,182	$ 508	$ 1,300
			200	$ 30	$ 147	$ 35	$ 169	$ 38	$ 186
			500	$ 63	$ 227	$ 72	$ 260	$ 80	$ 287
55	R-3	Single-Family Resid. - Remodel with MPE's	1,000	$ 86	$ 276	$ 98	$ 317	$ 108	$ 349
			1,400	$ 102	$ 320	$ 117	$ 367	$ 129	$ 404
			2,000	$ 132	$ 389	$ 152	$ 447	$ 167	$ 491
			200	$ 30	$ 122	$ 35	$ 140	$ 38	$ 154
			500	$ 63	$ 173	$ 72	$ 198	$ 80	$ 218
56	R-3	Single-Family Resid. - Remodel without MPE's	1,000	$ 86	$ 206	$ 98	$ 236	$ 108	$ 260
			1,400	$ 102	$ 233	$ 117	$ 267	$ 129	$ 294
			2,000	$ 132	$ 278	$ 152	$ 319	$ 167	$ 351

City of Las Vegas
2010 BUILDING USER FEES
Building & Safety Department

Table No. 3-A FEE SCHEDULE - NEW CONSTRUCTION

Fee Service Information				*Effective July 1, 2010*		*Effective July 1, 2012*		*Effective July 1, 2013*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees
			3,000	$ 816	$ 1,684	$ 938	$ 1,936	$ 1,032	$ 2,130
			7,500	$ 1,562	$ 3,389	$ 1,797	$ 3,897	$ 1,976	$ 4,287
57	R-1	Hotel: Low/Midrise (up to 3 stories) - Complete	15,000	$ 2,895	$ 6,225	$ 3,329	$ 7,159	$ 3,662	$ 7,875
			21,000	$ 3,536	$ 8,494	$ 4,067	$ 9,768	$ 4,473	$ 10,745
			30,000	$ 4,965	$ 11,901	$ 5,710	$ 13,686	$ 6,281	$ 15,055
			1,500	$ 657	$ 1,460	$ 755	$ 1,679	$ 831	$ 1,847
			6,000	$ 1,138	$ 2,820	$ 1,308	$ 3,243	$ 1,439	$ 3,567
58	R-1	Hotel: Low/Midrise (up to 3 stories) - Shell	15,000	$ 1,603	$ 5,090	$ 1,843	$ 5,854	$ 2,027	$ 6,439
			30,000	$ 2,297	$ 6,910	$ 2,642	$ 7,947	$ 2,906	$ 8,741
			75,000	$ 2,857	$ 10,787	$ 3,285	$ 12,405	$ 3,614	$ 13,646
			250	$ 63	$ 227	$ 72	$ 260	$ 80	$ 287
			1,000	$ 129	$ 381	$ 148	$ 438	$ 163	$ 482
59	R-1	Hotel: Low/Midrise (up to 3 stories) - TI / Remodel	2,500	$ 246	$ 660	$ 283	$ 759	$ 311	$ 835
			5,000	$ 399	$ 1,026	$ 459	$ 1,180	$ 505	$ 1,298
			12,500	$ 714	$ 1,776	$ 821	$ 2,042	$ 903	$ 2,247
			5,000	$ 1,203	$ 2,454	$ 1,383	$ 2,822	$ 1,522	$ 3,104
			20,000	$ 3,797	$ 9,127	$ 4,366	$ 10,496	$ 4,803	$ 11,545
60	R-1	Hotel: Highrise (4+ stories) - Complete	50,000	$ 6,533	$ 19,535	$ 7,513	$ 22,465	$ 8,264	$ 24,712
			100,000	$ 11,094	$ 38,514	$ 12,203	$ 42,365	$ 12,203	$ 42,365
			250,000	$ 14,401	$ 64,909	$ 14,401	$ 64,909	$ 14,401	$ 64,909
			5,000	$ 1,010	$ 2,068	$ 1,161	$ 2,378	$ 1,277	$ 2,615
			20,000	$ 2,753	$ 6,628	$ 3,165	$ 7,622	$ 3,482	$ 8,384
61	R-1	Hotel: Highrise (4+ stories) - Shell	50,000	$ 4,628	$ 15,739	$ 5,322	$ 18,100	$ 5,455	$ 18,552
			100,000	$ 8,697	$ 24,739	$ 9,566	$ 27,213	$ 9,566	$ 27,213
			250,000	$ 11,279	$ 40,991	$ 11,279	$ 40,991	$ 11,279	$ 40,991
			500	$ 86	$ 276	$ 98	$ 317	$ 108	$ 349
			2,000	$ 207	$ 572	$ 238	$ 657	$ 262	$ 723
62	R-1	Hotel: Highrise (4+ stories) - TI / Remodel	5,000	$ 399	$ 1,026	$ 459	$ 1,180	$ 505	$ 1,298
			10,000	$ 620	$ 1,551	$ 712	$ 1,784	$ 784	$ 1,962
			25,000	$ 1,182	$ 2,892	$ 1,359	$ 3,326	$ 1,495	$ 3,658
			750	$ 288	$ 635	$ 331	$ 730	$ 364	$ 803
			3,000	$ 726	$ 1,806	$ 835	$ 2,077	$ 918	$ 2,285
63	R-2	Apartment / Condo: Low/Midrise (up to 3 stories) - Complete	7,500	$ 1,448	$ 3,528	$ 1,665	$ 4,057	$ 1,831	$ 4,463
			15,000	$ 2,648	$ 6,389	$ 3,045	$ 7,347	$ 3,349	$ 8,081
			37,500	$ 4,169	$ 9,992	$ 4,794	$ 11,491	$ 5,274	$ 12,640
			750	$ 252	$ 677	$ 290	$ 778	$ 319	$ 856
			3,000	$ 632	$ 1,583	$ 726	$ 1,820	$ 799	$ 2,002
64	R-2	Apartment / Condo: Low/Midrise (up to 3 stories) - Shell	7,500	$ 1,126	$ 2,754	$ 1,294	$ 3,167	$ 1,424	$ 3,484
			15,000	$ 1,806	$ 4,370	$ 2,077	$ 5,026	$ 2,285	$ 5,528
			37,500	$ 3,232	$ 10,099	$ 3,717	$ 11,614	$ 3,754	$ 11,730

City of Las Vegas
2010 BUILDING USER FEES
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Table No. 3-A FEE SCHEDULE - NEW CONSTRUCTION

Fee Service Information				*Effective July 1, 2010*		*Effective July 1, 2012*		*Effective July 1, 2013*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees
			200	$ 110	$ 243	$ 126	$ 279	$ 139	$ 307
			800	$ 306	$ 546	$ 352	$ 628	$ 387	$ 691
65	R-2	Apartment / Condo: Low/Midrise (up to 3 stories) - TI / Remodel	2,000	$ 566	$ 945	$ 650	$ 1,087	$ 715	$ 1,195
			4,000	$ 885	$ 1,437	$ 1,018	$ 1,653	$ 1,120	$ 1,818
			10,000	$ 1,723	$ 2,722	$ 1,982	$ 3,130	$ 2,180	$ 3,443
			200	$ 102	$ 312	$ 118	$ 359	$ 129	$ 395
			800	$ 286	$ 752	$ 328	$ 865	$ 361	$ 951
66	R-2	Apartment / Condo: Low/Midrise (up to 3 stories) - Addition	2,000	$ 528	$ 1,329	$ 607	$ 1,528	$ 668	$ 1,681
			4,000	$ 738	$ 1,823	$ 848	$ 2,096	$ 933	$ 2,305
			10,000	$ 1,539	$ 3,733	$ 1,770	$ 4,292	$ 1,947	$ 4,722
			5,000	$ 874	$ 2,146	$ 1,005	$ 2,468	$ 1,105	$ 2,715
			20,000	$ 2,884	$ 6,939	$ 3,316	$ 7,980	$ 3,648	$ 8,778
67	R-2	Apartment / Condo: Highrise (4+ stories) - Complete	50,000	$ 7,233	$ 18,502	$ 8,317	$ 21,278	$ 9,149	$ 23,406
			100,000	$ 11,856	$ 32,485	$ 13,634	$ 37,358	$ 14,998	$ 41,094
			250,000	$ 15,091	$ 80,390	$ 16,721	$ 89,072	$ 16,721	$ 89,072
			5,000	$ 888	$ 2,193	$ 1,021	$ 2,522	$ 1,123	$ 2,774
			20,000	$ 2,817	$ 6,792	$ 3,240	$ 7,811	$ 3,564	$ 8,592
68	R-2	Apartment / Condo: Highrise (4+ stories) - Shell	50,000	$ 5,116	$ 13,325	$ 5,883	$ 15,324	$ 6,471	$ 16,856
			100,000	$ 9,084	$ 26,100	$ 10,447	$ 30,015	$ 11,492	$ 33,017
			250,000	$ 11,659	$ 64,418	$ 12,125	$ 66,994	$ 12,125	$ 66,994
			500	$ 77	$ 215	$ 88	$ 247	$ 97	$ 272
			2,000	$ 188	$ 521	$ 216	$ 599	$ 237	$ 658
69	R-2	Apartment / Condo: Highrise (4+ stories) - TI / Remodel	5,000	$ 356	$ 923	$ 409	$ 1,061	$ 450	$ 1,167
			10,000	$ 566	$ 1,424	$ 650	$ 1,637	$ 715	$ 1,801
			25,000	$ 1,046	$ 2,143	$ 1,202	$ 2,464	$ 1,323	$ 2,710
			500	$ 219	$ 581	$ 251	$ 668	$ 276	$ 735
			2,000	$ 544	$ 1,356	$ 626	$ 1,559	$ 688	$ 1,715
70	I-1	Residential Care - Complete	5,000	$ 1,080	$ 2,634	$ 1,242	$ 3,029	$ 1,366	$ 3,331
			10,000	$ 1,972	$ 4,761	$ 2,268	$ 5,475	$ 2,268	$ 5,475
			25,000	$ 2,789	$ 9,690	$ 2,789	$ 9,690	$ 2,789	$ 9,690
			500	$ 189	$ 506	$ 217	$ 582	$ 239	$ 640
			2,000	$ 475	$ 1,189	$ 546	$ 1,367	$ 601	$ 1,504
71	I-1	Residential Care - Shell	5,000	$ 902	$ 2,207	$ 1,037	$ 2,538	$ 1,141	$ 2,792
			10,000	$ 1,616	$ 3,909	$ 1,777	$ 4,300	$ 1,777	$ 4,300
			25,000	$ 2,254	$ 6,428	$ 2,254	$ 6,428	$ 2,254	$ 6,428
			100	$ 35	$ 156	$ 40	$ 179	$ 44	$ 197
			400	$ 86	$ 276	$ 98	$ 317	$ 108	$ 349
72	I-1	Residential Care - TI	1,000	$ 144	$ 420	$ 166	$ 483	$ 182	$ 531
			2,000	$ 246	$ 660	$ 283	$ 759	$ 311	$ 835
			5,000	$ 458	$ 1,166	$ 526	$ 1,340	$ 579	$ 1,474

City of Las Vegas
2010 BUILDING USER FEES
Building & Safety Department

Table No. 3-A FEE SCHEDULE - NEW CONSTRUCTION

Fee Service Information				*Effective July 1, 2010*		*Effective July 1, 2012*		*Effective July 1, 2013*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees
			2,000	$ 832	$ 2,054	$ 956	$ 2,362	$ 1,052	$ 2,598
			8,000	$ 2,530	$ 6,374	$ 2,909	$ 7,330	$ 3,200	$ 8,063
73	I-2	Hospitals / Nursing Homes - Complete	20,000	$ 3,938	$ 13,403	$ 4,529	$ 15,413	$ 4,982	$ 16,954
			40,000	$ 6,942	$ 26,256	$ 7,983	$ 30,195	$ 8,781	$ 33,214
			100,000	$ 8,907	$ 64,815	$ 8,907	$ 64,815	$ 8,907	$ 64,815
			2,000	$ 765	$ 1,899	$ 880	$ 2,184	$ 968	$ 2,402
			8,000	$ 1,930	$ 4,664	$ 2,220	$ 5,363	$ 2,441	$ 5,900
74	I-2	Hospitals / Nursing Homes - Shell	20,000	$ 3,071	$ 10,833	$ 3,532	$ 12,457	$ 3,885	$ 13,703
			40,000	$ 5,367	$ 19,425	$ 6,172	$ 22,338	$ 6,789	$ 24,572
			100,000	$ 6,965	$ 45,726	$ 7,104	$ 46,640	$ 7,104	$ 46,640
			200	$ 69	$ 240	$ 79	$ 276	$ 87	$ 304
			800	$ 162	$ 461	$ 186	$ 530	$ 205	$ 583
75	I-2	Hospitals / Nursing Homes - TI	2,000	$ 306	$ 806	$ 352	$ 926	$ 387	$ 1,019
			4,000	$ 495	$ 1,253	$ 569	$ 1,440	$ 626	$ 1,584
			10,000	$ 891	$ 2,201	$ 1,025	$ 2,531	$ 1,127	$ 2,784
			500	$ 252	$ 677	$ 290	$ 778	$ 319	$ 856
			2,000	$ 521	$ 1,305	$ 599	$ 1,501	$ 659	$ 1,651
76	I-2	Child Care (24-hr, >5 kids <2.5 yrs) - Complete	5,000	$ 998	$ 2,443	$ 1,147	$ 2,809	$ 1,262	$ 3,090
			10,000	$ 1,791	$ 4,334	$ 2,060	$ 4,984	$ 2,266	$ 5,482
			25,000	$ 2,469	$ 9,209	$ 2,840	$ 10,591	$ 2,982	$ 11,120
			500	$ 176	$ 483	$ 203	$ 555	$ 223	$ 610
			2,000	$ 459	$ 1,156	$ 528	$ 1,330	$ 580	$ 1,463
77	I-2	Child Care (24-hr, >5 kids <2.5 yrs) - Shell	5,000	$ 839	$ 2,061	$ 965	$ 2,370	$ 1,061	$ 2,607
			10,000	$ 1,473	$ 3,576	$ 1,693	$ 4,113	$ 1,863	$ 4,524
			25,000	$ 2,030	$ 7,467	$ 2,233	$ 8,214	$ 2,300	$ 8,460
			100	$ 30	$ 146	$ 35	$ 167	$ 38	$ 184
			400	$ 77	$ 258	$ 88	$ 297	$ 97	$ 326
78	I-2	Child Care (24-hr, >5 kids <2.5 yrs) - TI	1,000	$ 129	$ 381	$ 148	$ 438	$ 163	$ 482
			2,000	$ 212	$ 579	$ 243	$ 666	$ 268	$ 732
			5,000	$ 401	$ 1,031	$ 461	$ 1,185	$ 507	$ 1,304
			2,000	$ 1,110	$ 2,269	$ 1,277	$ 2,609	$ 1,404	$ 2,870
			8,000	$ 1,986	$ 7,419	$ 2,284	$ 8,532	$ 2,512	$ 9,385
79	I-3	Detention Facilities - Complete	20,000	$ 3,022	$ 17,726	$ 3,476	$ 20,385	$ 3,823	$ 22,424
			40,000	$ 5,845	$ 32,113	$ 6,721	$ 36,929	$ 6,721	$ 36,929
			100,000	$ 7,534	$ 57,395	$ 7,534	$ 57,395	$ 7,534	$ 57,395
			2,000	$ 781	$ 1,924	$ 898	$ 2,212	$ 988	$ 2,434
			8,000	$ 1,487	$ 6,051	$ 1,710	$ 6,959	$ 1,881	$ 7,655
80	I-3	Detention Facilities - Shell	20,000	$ 2,339	$ 14,293	$ 2,690	$ 16,436	$ 2,959	$ 18,080
			40,000	$ 4,692	$ 28,034	$ 4,880	$ 29,155	$ 4,880	$ 29,155
			100,000	$ 6,036	$ 41,002	$ 6,036	$ 41,002	$ 6,036	$ 41,002

City of Las Vegas
2010 BUILDING USER FEES
Building & Safety Department

Table No. 3-A FEE SCHEDULE - NEW CONSTRUCTION

Fee Service Information				*Effective July 1, 2010*		*Effective July 1, 2012*		*Effective July 1, 2013*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees
			200	$ 77	$ 258	$ 88	$ 297	$ 97	$ 326
			800	$ 195	$ 540	$ 224	$ 621	$ 247	$ 683
81	I-3	Detention Facilities - TI	2,000	$ 378	$ 978	$ 435	$ 1,125	$ 478	$ 1,237
			4,000	$ 593	$ 1,490	$ 681	$ 1,713	$ 750	$ 1,884
			10,000	$ 1,110	$ 2,723	$ 1,277	$ 3,131	$ 1,404	$ 3,444
			250	$ 120	$ 350	$ 138	$ 403	$ 152	$ 443
			1,000	$ 334	$ 859	$ 384	$ 988	$ 422	$ 1,086
82	I-4	Day Care Facility - Complete	2,500	$ 603	$ 1,498	$ 693	$ 1,722	$ 762	$ 1,894
			5,000	$ 998	$ 2,443	$ 1,147	$ 2,809	$ 1,262	$ 3,090
			12,500	$ 2,189	$ 5,283	$ 2,517	$ 6,075	$ 2,769	$ 6,682
			250	$ 120	$ 318	$ 138	$ 365	$ 152	$ 402
			1,000	$ 288	$ 749	$ 331	$ 861	$ 364	$ 947
83	I-4	Day Care Facility - Shell	2,500	$ 521	$ 1,305	$ 599	$ 1,501	$ 659	$ 1,651
			5,000	$ 839	$ 2,061	$ 965	$ 2,370	$ 1,061	$ 2,607
			12,500	$ 1,791	$ 3,987	$ 2,060	$ 4,585	$ 2,184	$ 4,860
			100	$ 30	$ 121	$ 35	$ 139	$ 38	$ 153
			400	$ 77	$ 253	$ 88	$ 290	$ 97	$ 319
84	I-4	Day Care Facility - TI	1,000	$ 129	$ 381	$ 148	$ 438	$ 163	$ 482
			2,000	$ 212	$ 579	$ 243	$ 666	$ 268	$ 732
			5,000	$ 401	$ 1,031	$ 461	$ 1,185	$ 507	$ 1,304
			500	$ 111	$ 332	$ 127	$ 382	$ 140	$ 420
			2,000	$ 308	$ 806	$ 354	$ 927	$ 390	$ 1,020
85	S-1	Storage (Combustable - not S-2) - Complete	5,000	$ 567	$ 1,422	$ 652	$ 1,636	$ 717	$ 1,799
			10,000	$ 906	$ 2,229	$ 1,042	$ 2,563	$ 1,146	$ 2,819
			25,000	$ 1,921	$ 4,651	$ 2,209	$ 5,348	$ 2,430	$ 5,883
			500	$ 85	$ 266	$ 98	$ 306	$ 108	$ 337
			2,000	$ 238	$ 631	$ 273	$ 726	$ 300	$ 799
86	S-1	Storage (Combustable - not S-2) - Shell	5,000	$ 443	$ 1,119	$ 509	$ 1,287	$ 560	$ 1,415
			10,000	$ 688	$ 1,701	$ 791	$ 1,956	$ 870	$ 2,152
			25,000	$ 1,413	$ 3,433	$ 1,624	$ 3,947	$ 1,787	$ 4,342
			100	$ 14	$ 108	$ 16	$ 124	$ 17	$ 137
			400	$ 39	$ 168	$ 45	$ 193	$ 49	$ 213
87	S-1	Storage (Combustable - not S-2) - TI	1,000	$ 69	$ 240	$ 79	$ 276	$ 87	$ 304
			2,000	$ 99	$ 309	$ 114	$ 355	$ 125	$ 391
			5,000	$ 188	$ 521	$ 216	$ 599	$ 237	$ 658
			5,000	$ 821	$ 2,021	$ 944	$ 2,324	$ 1,039	$ 2,557
			20,000	$ 1,881	$ 4,891	$ 1,881	$ 4,891	$ 1,881	$ 4,891
88	S-1	Repair Garage / Service Station - Complete	50,000	$ 2,958	$ 7,571	$ 2,958	$ 7,571	$ 2,958	$ 7,571
			100,000	$ 5,721	$ 10,792	$ 5,721	$ 10,792	$ 5,721	$ 10,792
			250,000	$ 7,454	$ 16,011	$ 7,454	$ 16,011	$ 7,454	$ 16,011

City of Las Vegas
2010 BUILDING USER FEES
Building & Safety Department

Table No. 3-A FEE SCHEDULE - NEW CONSTRUCTION

Fee Service Information				*Effective July 1, 2010*		*Effective July 1, 2012*		*Effective July 1, 2013*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees
			500	$ 647	$ 1,589	$ 712	$ 1,748	$ 712	$ 1,748
			2,000	$ 837	$ 3,070	$ 837	$ 3,070	$ 837	$ 3,070
89	S-1	Repair Garage / Service Station - Shell	5,000	$ 1,152	$ 4,928	$ 1,152	$ 4,928	$ 1,152	$ 4,928
			10,000	$ 1,693	$ 6,939	$ 1,693	$ 6,939	$ 1,693	$ 6,939
			25,000	$ 2,175	$ 10,456	$ 2,175	$ 10,456	$ 2,175	$ 10,456
			100	$ 23	$ 129	$ 26	$ 148	$ 28	$ 163
			400	$ 63	$ 227	$ 72	$ 260	$ 80	$ 287
90	S-1	Repair Garage / Service Station - TI	1,000	$ 102	$ 320	$ 117	$ 367	$ 129	$ 404
			2,000	$ 168	$ 479	$ 193	$ 550	$ 213	$ 605
			5,000	$ 336	$ 878	$ 386	$ 1,009	$ 425	$ 1,110
			500	$ 119	$ 356	$ 136	$ 409	$ 150	$ 450
			2,000	$ 330	$ 864	$ 380	$ 994	$ 417	$ 1,093
91	S-2	Storage (Non-Combustable - not S-1) - Complete	5,000	$ 608	$ 1,524	$ 699	$ 1,753	$ 768	$ 1,928
			10,000	$ 971	$ 2,388	$ 1,116	$ 2,746	$ 1,228	$ 3,021
			25,000	$ 2,058	$ 4,983	$ 2,367	$ 5,730	$ 2,603	$ 6,303
			500	$ 85	$ 245	$ 98	$ 282	$ 108	$ 310
			2,000	$ 238	$ 581	$ 273	$ 668	$ 300	$ 735
92	S-2	Storage (Non-Combustable - not S-1) - Shell	5,000	$ 443	$ 1,029	$ 509	$ 1,184	$ 560	$ 1,302
			10,000	$ 688	$ 1,565	$ 791	$ 1,800	$ 870	$ 1,980
			25,000	$ 1,413	$ 3,158	$ 1,624	$ 3,632	$ 1,787	$ 3,995
			100	$ 14	$ 108	$ 16	$ 124	$ 17	$ 137
			400	$ 39	$ 168	$ 45	$ 193	$ 49	$ 213
93	S-2	Storage (Non-Combustable - not S-1) - TI	1,000	$ 69	$ 240	$ 79	$ 276	$ 87	$ 304
			2,000	$ 99	$ 309	$ 114	$ 355	$ 125	$ 391
			5,000	$ 188	$ 521	$ 216	$ 599	$ 237	$ 658
			3,000	$ 452	$ 1,148	$ 520	$ 1,320	$ 572	$ 1,452
			12,000	$ 1,050	$ 2,569	$ 1,208	$ 2,954	$ 1,328	$ 3,249
94	S-2	Parking Garage - Complete	30,000	$ 2,320	$ 5,594	$ 2,668	$ 6,433	$ 2,935	$ 7,076
			60,000	$ 4,435	$ 10,640	$ 5,100	$ 12,236	$ 5,610	$ 13,460
			150,000	$ 8,281	$ 20,620	$ 8,281	$ 20,620	$ 8,281	$ 20,620
			200	$ 41	$ 138	$ 47	$ 159	$ 51	$ 175
			800	$ 93	$ 219	$ 107	$ 252	$ 118	$ 277
95	U	Utility Structure (without MPE's)	2,000	$ 168	$ 335	$ 193	$ 385	$ 213	$ 423
			4,000	$ 285	$ 515	$ 328	$ 592	$ 361	$ 651
			10,000	$ 537	$ 902	$ 618	$ 1,037	$ 679	$ 1,140
			200	$ 41	$ 171	$ 47	$ 197	$ 51	$ 216
			800	$ 93	$ 297	$ 107	$ 342	$ 118	$ 376
96	U	Utility Structure (with MPE's)	2,000	$ 168	$ 479	$ 193	$ 550	$ 213	$ 605
			4,000	$ 285	$ 758	$ 328	$ 871	$ 361	$ 958
			10,000	$ 537	$ 1,356	$ 618	$ 1,559	$ 679	$ 1,715

City of Las Vegas
2010 BUILDING USER FEES
Building & Safety Department

Table No. 3-A FEE SCHEDULE - NEW CONSTRUCTION

Fee Service Information				*Effective July 1, 2010*		*Effective July 1, 2012*		*Effective July 1, 2013*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees
			1,000	$ 300	$ 792	$ 345	$ 911	$ 380	$ 1,002
			4,000	$ 753	$ 1,869	$ 866	$ 2,149	$ 953	$ 2,364
97	M	Mercantile / Store - Complete	10,000	$ 1,413	$ 3,441	$ 1,624	$ 3,957	$ 1,787	$ 4,353
			20,000	$ 2,598	$ 6,265	$ 2,988	$ 7,205	$ 3,287	$ 7,925
			50,000	$ 5,494	$ 13,161	$ 6,318	$ 15,135	$ 6,950	$ 16,649
			1,000	$ 261	$ 695	$ 300	$ 799	$ 330	$ 879
			4,000	$ 610	$ 1,525	$ 702	$ 1,753	$ 772	$ 1,929
98	M	Mercantile / Store - Shell	10,000	$ 1,176	$ 2,877	$ 1,352	$ 3,309	$ 1,488	$ 3,639
			20,000	$ 1,896	$ 4,585	$ 2,181	$ 5,273	$ 2,399	$ 5,800
			50,000	$ 3,796	$ 9,789	$ 4,366	$ 11,257	$ 4,540	$ 11,707
			100	$ 20	$ 122	$ 22	$ 140	$ 25	$ 154
			400	$ 63	$ 227	$ 72	$ 260	$ 80	$ 287
99	M	Mercantile / Store - TI	1,000	$ 93	$ 297	$ 107	$ 342	$ 118	$ 376
			2,000	$ 144	$ 420	$ 166	$ 483	$ 182	$ 531
			5,000	$ 285	$ 758	$ 328	$ 871	$ 361	$ 958
			5,000	$ 837	$ 1,728	$ 963	$ 1,987	$ 1,059	$ 2,185
			20,000	$ 2,612	$ 5,253	$ 3,003	$ 6,040	$ 3,304	$ 6,644
100	M	Mercantile / Store: Highrise - Complete	50,000	$ 5,750	$ 12,305	$ 6,612	$ 14,151	$ 7,273	$ 15,566
			100,000	$ 11,267	$ 24,050	$ 12,957	$ 27,658	$ 14,253	$ 30,423
			250,000	$ 16,098	$ 59,301	$ 18,513	$ 68,196	$ 20,364	$ 75,016
			5,000	$ 600	$ 1,494	$ 690	$ 1,718	$ 759	$ 1,890
			20,000	$ 1,781	$ 4,309	$ 2,048	$ 4,955	$ 2,253	$ 5,451
101	M	Mercantile / Store: Highrise - Shell	50,000	$ 4,146	$ 9,950	$ 4,768	$ 11,443	$ 5,245	$ 12,587
			100,000	$ 8,088	$ 19,349	$ 9,301	$ 22,251	$ 10,231	$ 24,476
			250,000	$ 13,382	$ 43,745	$ 15,389	$ 50,307	$ 16,620	$ 54,331
			200	$ 29	$ 130	$ 33	$ 150	$ 36	$ 164
			800	$ 71	$ 230	$ 82	$ 265	$ 90	$ 291
102	M	Mercantile / Store: Highrise - TI (tier 1)	2,000	$ 120	$ 350	$ 138	$ 403	$ 152	$ 443
			4,000	$ 210	$ 564	$ 242	$ 648	$ 266	$ 713
			10,000	$ 383	$ 975	$ 440	$ 1,121	$ 484	$ 1,233
			5,000	$ 1,152	$ 1,539	$ 1,325	$ 1,770	$ 1,457	$ 1,947
			20,000	$ 2,865	$ 5,026	$ 3,295	$ 5,780	$ 3,624	$ 6,358
103	A-4	Arena	50,000	$ 4,904	$ 12,001	$ 5,640	$ 13,801	$ 6,204	$ 15,182
			100,000	$ 11,273	$ 23,626	$ 12,964	$ 27,170	$ 14,260	$ 29,887
			250,000	$ 14,890	$ 58,501	$ 17,124	$ 67,276	$ 18,836	$ 74,004
			5,000	$ 160	$ -	$ 160	$ -	$ 160	$ -
			20,000	$ 160	$ -	$ 160	$ -	$ 160	$ -
104	A-5	Amusement Park Structure: Deposit (Fees based on actual time	50,000	$ 160	$ -	$ 160	$ -	$ 160	$ -
		@ staff houly rates)	100,000	$ 160	$ -	$ 160	$ -	$ 160	$ -
			250,000	$ 160	$ -	$ 160	$ -	$ 160	$ -

City of Las Vegas
2010 BUILDING USER FEES
Building & Safety Department

Table No. 3-A FEE SCHEDULE - NEW CONSTRUCTION

Fee Service Information				*Effective July 1, 2010*		*Effective July 1, 2012*		*Effective July 1, 2013*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees
			10,000	$ 160	$ -	$ 160	$ -	$ 160	$ -
			40,000	$ 160	$ -	$ 160	$ -	$ 160	$ -
105	A-5	Stadium: Deposit (Fees based on actual time @ staff houly rates)	100,000	$ 160	$ -	$ 160	$ -	$ 160	$ -
			200,000	$ 160	$ -	$ 160	$ -	$ 160	$ -
			500,000	$ 160	$ -	$ 160	$ -	$ 160	$ -
			200	$ 160	$ -	$ 160	$ -	$ 160	$ -
			800	$ 160	$ -	$ 160	$ -	$ 160	$ -
106	CSR	Commercial TI - Structural Review Add-on (Fees based on actual time @ staff houly rates)	2,000	$ 160	$ -	$ 160	$ -	$ 160	$ -
			4,000	$ 160	$ -	$ 160	$ -	$ 160	$ -
			10,000	$ 160	$ -	$ 160	$ -	$ 160	$ -
			200	$ 160	$ -	$ 160	$ -	$ 160	$ -
			500	$ 160	$ -	$ 160	$ -	$ 160	$ -
107	RSR	Residential Remodel / Addition - Structural Review Add-on (Fees based on actual time @ staff houly rates)	1,000	$ 160	$ -	$ 160	$ -	$ 160	$ -
			1,400	$ 160	$ -	$ 160	$ -	$ 160	$ -
			2,000	$ 160	$ -	$ 160	$ -	$ 160	$ -
			10,000	$ 383	$ 975	$ 440	$ 1,121	$ 484	$ 1,233
			40,000	$ 990	$ 2,424	$ 1,139	$ 2,787	$ 1,252	$ 3,066
108	M	Mercantile / Store: Highrise - TI (tier 2)	100,000	$ 2,159	$ 5,234	$ 2,494	$ 6,019	$ 2,743	$ 6,621
			200,000	$ 3,264	$ 9,918	$ 3,753	$ 11,405	$ 4,128	$ 12,546
			500,000	$ 4,011	$ 23,973	$ 4,613	$ 27,568	$ 5,074	$ 30,325
			5,000	$ 238	$ 631	$ 273	$ 726	$ 300	$ 799
			20,000	$ 598	$ 1,486	$ 687	$ 1,709	$ 756	$ 1,880
109	M	Mercantile / Store: Non-Highrise - TI (tier 2)	50,000	$ 1,186	$ 2,891	$ 1,364	$ 3,325	$ 1,501	$ 3,657
			100,000	$ 2,169	$ 5,234	$ 2,494	$ 6,019	$ 2,743	$ 6,621
			250,000	$ 2,928	$ 12,260	$ 3,368	$ 14,099	$ 3,704	$ 15,509
			-	$ -	$ -				
			-	$ -	$ -				
110	-	0	-	$ -	$ -				
			-	$ -	$ -				
			-	$ -	$ -				

City of Las Vegas
2010 BUILDING USER FEES

Building & Safety Department

Table No. 3-B PLAN CHECK VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:											
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor: 1.00		*Relative Effort Factor:* 1.14		*Relative Effort Factor:* 1.30		*Relative Effort Factor:* 1.36		*Relative Effort Factor:* 1.46	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			1,000		$ 333	$ 333	$ 0.165	$ 379	$ 0.189	$ 432	$ 0.215	$ 452	$ 0.225	$ 485	$ 0.242
			4,000		$ 829	$ 829	$ 0.156	$ 945	$ 0.178	$ 1,077	$ 0.203	$ 1,127	$ 0.212	$ 1,210	$ 0.228
1	A-1	Assembly Group: Theaters (Plays) - Complete	10,000	A	$ 1,765	$ 1,765	$ 0.156	$ 2,012	$ 0.178	$ 2,295	$ 0.203	$ 2,400	$ 0.213	$ 2,577	$ 0.228
			20,000		$ 3,328	$ 3,328	$ 0.152	$ 3,793	$ 0.173	$ 4,326	$ 0.197	$ 4,525	$ 0.206	$ 4,858	$ 0.221
			50,000		$ 7,879	$ 7,879	$ 0.158	$ 8,982	$ 0.180	$ 10,242	$ 0.205	$ 10,715	$ 0.214	$ 11,503	$ 0.230
			1,000		$ 281	$ 281	$ 0.141	$ 321	$ 0.161	$ 366	$ 0.184	$ 383	$ 0.192	$ 411	$ 0.206
			4,000		$ 705	$ 705	$ 0.125	$ 804	$ 0.142	$ 917	$ 0.162	$ 959	$ 0.170	$ 1,029	$ 0.182
2	A-1	Assembly Group: Theaters - Shell	10,000	A	$ 1,454	$ 1,454	$ 0.125	$ 1,657	$ 0.142	$ 1,890	$ 0.162	$ 1,977	$ 0.170	$ 2,122	$ 0.182
			20,000		$ 2,703	$ 2,703	$ 0.108	$ 3,081	$ 0.123	$ 3,513	$ 0.140	$ 3,675	$ 0.146	$ 3,946	$ 0.157
			50,000		$ 5,934	$ 5,934	$ 0.119	$ 6,765	$ 0.135	$ 7,714	$ 0.154	$ 8,070	$ 0.161	$ 8,664	$ 0.173
			250		$ 50	$ 50	$ 0.065	$ 57	$ 0.074	$ 65	$ 0.085	$ 68	$ 0.088	$ 73	$ 0.095
			1,000		$ 99	$ 99	$ 0.067	$ 113	$ 0.076	$ 128	$ 0.087	$ 134	$ 0.091	$ 144	$ 0.097
3	A-1	Assembly Group: Theaters - TI	2,500	A	$ 199	$ 199	$ 0.049	$ 227	$ 0.056	$ 258	$ 0.064	$ 270	$ 0.067	$ 290	$ 0.072
			5,000		$ 321	$ 321	$ 0.034	$ 366	$ 0.039	$ 418	$ 0.044	$ 437	$ 0.046	$ 469	$ 0.050
			12,500		$ 578	$ 578	$ 0.046	$ 658	$ 0.053	$ 751	$ 0.060	$ 785	$ 0.063	$ 843	$ 0.067
			2,000		$ 531	$ 531	$ 0.164	$ 606	$ 0.187	$ 691	$ 0.213	$ 723	$ 0.223	$ 776	$ 0.239
			8,000		$ 1,514	$ 1,514	$ 0.164	$ 1,726	$ 0.187	$ 1,968	$ 0.213	$ 2,059	$ 0.223	$ 2,210	$ 0.239
4	A-2	Assembly Group: Casino / Banquet Hall - Complete	20,000	A	$ 3,479	$ 3,479	$ 0.164	$ 3,966	$ 0.187	$ 4,522	$ 0.213	$ 4,731	$ 0.223	$ 5,079	$ 0.239
			40,000		$ 6,753	$ 6,753	$ 0.060	$ 7,698	$ 0.068	$ 8,778	$ 0.078	$ 9,183	$ 0.081	$ 9,859	$ 0.087
			100,000		$ 10,344	$ 10,344	$ 0.103	$ 11,792	$ 0.118	$ 13,447	$ 0.134	$ 14,067	$ 0.141	$ 15,102	$ 0.151
			2,000		$ 558	$ 558	$ 0.141	$ 636	$ 0.161	$ 725	$ 0.183	$ 759	$ 0.191	$ 815	$ 0.206
			8,000		$ 1,403	$ 1,403	$ 0.100	$ 1,599	$ 0.114	$ 1,824	$ 0.129	$ 1,908	$ 0.135	$ 2,048	$ 0.145
5	A-2	Assembly Group: Casino / Banquet Hall - Shell	20,000	A	$ 2,598	$ 2,598	$ 0.120	$ 2,962	$ 0.137	$ 3,377	$ 0.157	$ 3,533	$ 0.164	$ 3,793	$ 0.176
			40,000		$ 5,007	$ 5,007	$ 0.035	$ 5,708	$ 0.040	$ 6,509	$ 0.046	$ 6,810	$ 0.048	$ 7,310	$ 0.052
			100,000		$ 7,129	$ 7,129	$ 0.071	$ 8,128	$ 0.081	$ 9,268	$ 0.093	$ 9,696	$ 0.097	$ 10,409	$ 0.104
			500		$ 71	$ 71	$ 0.070	$ 81	$ 0.080	$ 93	$ 0.091	$ 97	$ 0.095	$ 104	$ 0.102
			2,000		$ 176	$ 176	$ 0.075	$ 201	$ 0.085	$ 229	$ 0.097	$ 240	$ 0.102	$ 257	$ 0.109
6	A-2	Assembly Group: Casino / Banquet Hall - TI	5,000	A	$ 401	$ 401	$ 0.045	$ 457	$ 0.051	$ 521	$ 0.059	$ 545	$ 0.061	$ 585	$ 0.066
			10,000		$ 626	$ 626	$ 0.038	$ 713	$ 0.043	$ 813	$ 0.050	$ 851	$ 0.052	$ 913	$ 0.056
			25,000		$ 1,197	$ 1,197	$ 0.048	$ 1,365	$ 0.055	$ 1,556	$ 0.062	$ 1,628	$ 0.065	$ 1,748	$ 0.070
			1,000		$ 446	$ 446	$ 0.232	$ 508	$ 0.264	$ 579	$ 0.301	$ 606	$ 0.315	$ 650	$ 0.338
			4,000		$ 1,140	$ 1,140	$ 0.155	$ 1,300	$ 0.176	$ 1,482	$ 0.201	$ 1,550	$ 0.210	$ 1,664	$ 0.226
7	A-2	Assembly Group: Nightclub / Restaurant - Complete	10,000	A	$ 2,068	$ 2,068	$ 0.186	$ 2,357	$ 0.212	$ 2,688	$ 0.242	$ 2,812	$ 0.253	$ 3,019	$ 0.272
			20,000		$ 3,931	$ 3,931	$ 0.118	$ 4,482	$ 0.134	$ 5,111	$ 0.153	$ 5,347	$ 0.160	$ 5,740	$ 0.172
			50,000		$ 7,467	$ 7,467	$ 0.149	$ 8,512	$ 0.170	$ 9,707	$ 0.194	$ 10,155	$ 0.203	$ 10,901	$ 0.218
			1,000		$ 365	$ 365	$ 0.145	$ 417	$ 0.166	$ 475	$ 0.189	$ 497	$ 0.198	$ 533	$ 0.212
			4,000		$ 801	$ 801	$ 0.149	$ 913	$ 0.170	$ 1,042	$ 0.194	$ 1,090	$ 0.203	$ 1,170	$ 0.217
8	A-2	Assembly Group: Nightclub / Restaurant - Shell	10,000	A	$ 1,695	$ 1,695	$ 0.149	$ 1,932	$ 0.170	$ 2,204	$ 0.194	$ 2,305	$ 0.203	$ 2,475	$ 0.218
			20,000		$ 3,186	$ 3,186	$ 0.112	$ 3,632	$ 0.128	$ 4,142	$ 0.146	$ 4,333	$ 0.153	$ 4,652	$ 0.164
			50,000		$ 6,557	$ 6,557	$ 0.131	$ 7,475	$ 0.149	$ 8,524	$ 0.170	$ 8,917	$ 0.178	$ 9,573	$ 0.191

City of Las Vegas
2010 BUILDING USER FEES

Building & Safety Department

Table No. 3-B PLAN CHECK VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:											
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor: 1.00		*Relative Effort Factor:* 1.14		*Relative Effort Factor:* 1.30		*Relative Effort Factor:* 1.36		*Relative Effort Factor:* 1.46	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			500		$ 78	$ 78	$ 0.103	$ 88	$ 0.118	$ 101	$ 0.134	$ 105	$ 0.141	$ 113	$ 0.151
			2,000		$ 233	$ 233	$ 0.068	$ 265	$ 0.077	$ 302	$ 0.088	$ 316	$ 0.092	$ 339	$ 0.099
9	A-2	Assembly Group: Nightclub / Restaurant - TI	5,000	A	$ 435	$ 435	$ 0.048	$ 496	$ 0.054	$ 566	$ 0.062	$ 592	$ 0.065	$ 635	$ 0.070
			10,000		$ 674	$ 674	$ 0.043	$ 768	$ 0.049	$ 876	$ 0.056	$ 916	$ 0.058	$ 983	$ 0.063
			25,000		$ 1,319	$ 1,319	$ 0.053	$ 1,503	$ 0.060	$ 1,714	$ 0.069	$ 1,793	$ 0.072	$ 1,925	$ 0.077
			500		$ 231	$ 231	$ 0.308	$ 264	$ 0.351	$ 301	$ 0.400	$ 315	$ 0.419	$ 338	$ 0.449
			2,000		$ 693	$ 693	$ 0.148	$ 790	$ 0.168	$ 901	$ 0.192	$ 942	$ 0.201	$ 1,012	$ 0.216
10	B	Restaurant (<50 occ.) - Complete	5,000	A	$ 1,136	$ 1,136	$ 0.186	$ 1,295	$ 0.212	$ 1,477	$ 0.242	$ 1,545	$ 0.253	$ 1,659	$ 0.272
			10,000		$ 2,068	$ 2,068	$ 0.142	$ 2,357	$ 0.162	$ 2,688	$ 0.184	$ 2,812	$ 0.193	$ 3,019	$ 0.207
			25,000		$ 4,196	$ 4,196	$ 0.168	$ 4,783	$ 0.191	$ 5,455	$ 0.218	$ 5,706	$ 0.228	$ 6,126	$ 0.245
			500		$ 223	$ 223	$ 0.187	$ 254	$ 0.214	$ 289	$ 0.244	$ 303	$ 0.255	$ 325	$ 0.274
			2,000		$ 504	$ 504	$ 0.149	$ 574	$ 0.170	$ 655	$ 0.193	$ 685	$ 0.202	$ 735	$ 0.217
11	B	Restaurant (<50 occ.) - Shell	5,000	A	$ 950	$ 950	$ 0.149	$ 1,083	$ 0.170	$ 1,235	$ 0.194	$ 1,292	$ 0.203	$ 1,387	$ 0.218
			10,000		$ 1,695	$ 1,695	$ 0.072	$ 1,932	$ 0.082	$ 2,204	$ 0.093	$ 2,305	$ 0.097	$ 2,475	$ 0.104
			25,000		$ 2,768	$ 2,768	$ 0.111	$ 3,155	$ 0.126	$ 3,596	$ 0.144	$ 3,764	$ 0.151	$ 4,041	$ 0.162
			250		$ 63	$ 63	$ 0.098	$ 72	$ 0.112	$ 82	$ 0.127	$ 86	$ 0.133	$ 92	$ 0.143
			1,000		$ 137	$ 137	$ 0.090	$ 156	$ 0.103	$ 177	$ 0.117	$ 186	$ 0.122	$ 199	$ 0.131
12	B	Restaurant (<50 occ.) - TI	2,500	A	$ 272	$ 272	$ 0.065	$ 310	$ 0.075	$ 353	$ 0.085	$ 369	$ 0.089	$ 396	$ 0.095
			5,000		$ 435	$ 435	$ 0.046	$ 496	$ 0.053	$ 566	$ 0.060	$ 592	$ 0.063	$ 635	$ 0.068
			12,500		$ 783	$ 783	$ 0.063	$ 893	$ 0.071	$ 1,018	$ 0.081	$ 1,065	$ 0.085	$ 1,143	$ 0.091
	B	Offices, etc. - Complete	500		$ 199	$ 199	$ 0.246	$ 227	$ 0.280	$ 258	$ 0.319	$ 270	$ 0.334	$ 290	$ 0.358
	"	"	2,000		$ 567	$ 567	$ 0.131	$ 646	$ 0.149	$ 737	$ 0.170	$ 771	$ 0.178	$ 828	$ 0.191
15	"	"	5,000	A	$ 960	$ 960	$ 0.151	$ 1,094	$ 0.172	$ 1,248	$ 0.196	$ 1,306	$ 0.205	$ 1,402	$ 0.220
	"	"	10,000		$ 1,715	$ 1,715	$ 0.060	$ 1,955	$ 0.068	$ 2,230	$ 0.078	$ 2,332	$ 0.081	$ 2,504	$ 0.087
	"	"	25,000		$ 2,613	$ 2,613	$ 0.103	$ 2,978	$ 0.119	$ 3,396	$ 0.136	$ 3,553	$ 0.142	$ 3,814	$ 0.153
			500		$ 170	$ 170	$ 0.217	$ 194	$ 0.247	$ 221	$ 0.282	$ 231	$ 0.295	$ 248	$ 0.317
			2,000		$ 496	$ 496	$ 0.104	$ 565	$ 0.119	$ 644	$ 0.136	$ 674	$ 0.142	$ 724	$ 0.152
18	B	Offices, etc. - Shell	5,000	A	$ 809	$ 809	$ 0.121	$ 922	$ 0.138	$ 1,051	$ 0.157	$ 1,100	$ 0.164	$ 1,181	$ 0.176
			10,000		$ 1,413	$ 1,413	$ 0.038	$ 1,610	$ 0.044	$ 1,836	$ 0.050	$ 1,921	$ 0.052	$ 2,062	$ 0.056
			25,000		$ 1,987	$ 1,987	$ 0.079	$ 2,266	$ 0.091	$ 2,584	$ 0.103	$ 2,703	$ 0.108	$ 2,902	$ 0.116
			200		$ 60	$ 60	$ 0.065	$ 68	$ 0.074	$ 78	$ 0.085	$ 82	$ 0.088	$ 88	$ 0.095
			800		$ 99	$ 99	$ 0.080	$ 113	$ 0.091	$ 129	$ 0.104	$ 135	$ 0.109	$ 145	$ 0.117
19	B	Offices, etc. - TI	2,000	A	$ 195	$ 195	$ 0.062	$ 222	$ 0.071	$ 254	$ 0.081	$ 265	$ 0.085	$ 285	$ 0.091
			4,000		$ 320	$ 320	$ 0.044	$ 364	$ 0.050	$ 415	$ 0.057	$ 435	$ 0.060	$ 466	$ 0.064
			10,000		$ 584	$ 584	$ 0.058	$ 665	$ 0.067	$ 759	$ 0.076	$ 794	$ 0.079	$ 852	$ 0.085
			1,000		$ 416	$ 416	$ 0.216	$ 474	$ 0.246	$ 541	$ 0.281	$ 565	$ 0.294	$ 607	$ 0.315
			4,000		$ 1,064	$ 1,064	$ 0.167	$ 1,213	$ 0.191	$ 1,383	$ 0.217	$ 1,447	$ 0.227	$ 1,553	$ 0.244
20	B	Medical Offices - Complete	10,000	A	$ 2,068	$ 2,068	$ 0.127	$ 2,357	$ 0.144	$ 2,688	$ 0.165	$ 2,812	$ 0.172	$ 3,019	$ 0.185
			20,000		$ 3,334	$ 3,334	$ 0.029	$ 3,800	$ 0.033	$ 4,334	$ 0.037	$ 4,534	$ 0.039	$ 4,867	$ 0.042
			50,000		$ 4,190	$ 4,190	$ 0.084	$ 4,777	$ 0.096	$ 5,448	$ 0.109	$ 5,699	$ 0.114	$ 6,118	$ 0.122

City of Las Vegas
2010 BUILDING USER FEES

Building & Safety Department

Table No. 3-B PLAN CHECK VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT:*											
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor:		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*	
						1.00		*1.14*		*1.30*		*1.36*		*1.46*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			1,000		$ 365	$ 365	$ 0.144	$ 417	$ 0.165	$ 475	$ 0.188	$ 497	$ 0.196	$ 533	$ 0.211
			4,000		$ 799	$ 799	$ 0.106	$ 911	$ 0.121	$ 1,038	$ 0.138	$ 1,086	$ 0.145	$ 1,166	$ 0.155
21	B	Medical Offices - Shell	10,000	A	$ 1,437	$ 1,437	$ 0.045	$ 1,639	$ 0.051	$ 1,869	$ 0.058	$ 1,955	$ 0.061	$ 2,099	$ 0.066
			20,000		$ 1,886	$ 1,886	$ 0.015	$ 2,150	$ 0.017	$ 2,452	$ 0.019	$ 2,565	$ 0.020	$ 2,754	$ 0.022
			50,000		$ 2,329	$ 2,329	$ 0.047	$ 2,655	$ 0.053	$ 3,027	$ 0.061	$ 3,167	$ 0.063	$ 3,400	$ 0.068
			250		$ 63	$ 63	$ 0.098	$ 72	$ 0.112	$ 82	$ 0.127	$ 86	$ 0.133	$ 92	$ 0.143
			1,000		$ 137	$ 137	$ 0.090	$ 156	$ 0.103	$ 177	$ 0.117	$ 186	$ 0.122	$ 199	$ 0.131
22	B	Medical Offices - TI	2,500	A	$ 272	$ 272	$ 0.067	$ 310	$ 0.076	$ 353	$ 0.087	$ 369	$ 0.091	$ 396	$ 0.097
			5,000		$ 438	$ 438	$ 0.047	$ 499	$ 0.053	$ 569	$ 0.061	$ 596	$ 0.064	$ 639	$ 0.068
			12,500		$ 789	$ 789	$ 0.063	$ 899	$ 0.072	$ 1,026	$ 0.082	$ 1,073	$ 0.086	$ 1,152	$ 0.092
			5,000		$ 1,078	$ 1,078	$ 0.144	$ 1,229	$ 0.164	$ 1,401	$ 0.187	$ 1,466	$ 0.195	$ 1,574	$ 0.210
			20,000		$ 3,234	$ 3,234	$ 0.120	$ 3,686	$ 0.137	$ 4,204	$ 0.156	$ 4,398	$ 0.164	$ 4,721	$ 0.176
23	B	Offices - Highrise (>4 stories) - Complete	50,000	A	$ 6,843	$ 6,843	$ 0.131	$ 7,801	$ 0.149	$ 8,896	$ 0.170	$ 9,307	$ 0.178	$ 9,991	$ 0.191
			100,000		$ 13,382	$ 13,382	$ 0.026	$ 15,255	$ 0.030	$ 17,397	$ 0.034	$ 18,199	$ 0.036	$ 19,538	$ 0.039
			250,000		$ 17,356	$ 17,356	$ 0.069	$ 19,786	$ 0.079	$ 22,563	$ 0.090	$ 23,604	$ 0.094	$ 25,340	$ 0.101
			5,000		$ 766	$ 766	$ 0.114	$ 873	$ 0.130	$ 996	$ 0.148	$ 1,042	$ 0.155	$ 1,118	$ 0.167
			20,000		$ 2,479	$ 2,479	$ 0.099	$ 2,826	$ 0.113	$ 3,223	$ 0.129	$ 3,372	$ 0.135	$ 3,620	$ 0.145
24	B	Offices - Highrise (>4 stories) - Shell	50,000	A	$ 5,461	$ 5,461	$ 0.102	$ 6,225	$ 0.116	$ 7,099	$ 0.132	$ 7,427	$ 0.138	$ 7,973	$ 0.148
			100,000		$ 10,545	$ 10,545	$ 0.022	$ 12,021	$ 0.026	$ 13,708	$ 0.029	$ 14,341	$ 0.030	$ 15,395	$ 0.033
			250,000		$ 13,903	$ 13,903	$ 0.056	$ 15,849	$ 0.063	$ 18,074	$ 0.072	$ 18,908	$ 0.076	$ 20,298	$ 0.081
			500		$ 64	$ 64	$ 0.066	$ 73	$ 0.075	$ 83	$ 0.086	$ 87	$ 0.090	$ 93	$ 0.096
			2,000		$ 163	$ 163	$ 0.048	$ 185	$ 0.055	$ 211	$ 0.063	$ 221	$ 0.066	$ 237	$ 0.071
25	B	Offices - Highrise (>4 stories) - TI	5,000	A	$ 308	$ 308	$ 0.036	$ 351	$ 0.041	$ 400	$ 0.046	$ 418	$ 0.049	$ 449	$ 0.052
			10,000		$ 486	$ 486	$ 0.028	$ 554	$ 0.032	$ 632	$ 0.037	$ 661	$ 0.038	$ 710	$ 0.041
			25,000		$ 909	$ 909	$ 0.036	$ 1,036	$ 0.041	$ 1,181	$ 0.047	$ 1,236	$ 0.049	$ 1,327	$ 0.053
			5,000		$ 883	$ 883	$ 0.037	$ 1,007	$ 0.043	$ 1,148	$ 0.049	$ 1,201	$ 0.051	$ 1,289	$ 0.055
			20,000		$ 1,445	$ 1,445	$ 0.033	$ 1,648	$ 0.037	$ 1,879	$ 0.042	$ 1,966	$ 0.044	$ 2,110	$ 0.047
26	HRF	Highrise: All Types (>4 stories) - Foundation	50,000	A	$ 2,421	$ 2,421	$ 0.062	$ 2,760	$ 0.071	$ 3,147	$ 0.080	$ 3,293	$ 0.084	$ 3,535	$ 0.090
			100,000		$ 5,514	$ 5,514	$ 0.012	$ 6,286	$ 0.014	$ 7,168	$ 0.015	$ 7,499	$ 0.016	$ 8,050	$ 0.017
			250,000		$ 7,293	$ 7,293	$ 0.029	$ 8,314	$ 0.033	$ 9,481	$ 0.038	$ 9,919	$ 0.040	$ 10,648	$ 0.043
			5,000		$ 988	$ 988	$ 0.156	$ 1,126	$ 0.178	$ 1,284	$ 0.203	$ 1,343	$ 0.212	$ 1,442	$ 0.228
			20,000		$ 3,330	$ 3,330	$ 0.122	$ 3,796	$ 0.139	$ 4,329	$ 0.159	$ 4,529	$ 0.166	$ 4,862	$ 0.178
27	HRS	Highrise: All Types (>4 stories) - Superstructure	50,000	A	$ 6,993	$ 6,993	$ 0.111	$ 7,973	$ 0.126	$ 9,091	$ 0.144	$ 9,511	$ 0.151	$ 10,210	$ 0.162
			100,000		$ 12,540	$ 12,540	$ 0.023	$ 14,296	$ 0.026	$ 16,302	$ 0.030	$ 17,055	$ 0.032	$ 18,309	$ 0.034
			250,000		$ 16,025	$ 16,025	$ 0.064	$ 18,269	$ 0.073	$ 20,833	$ 0.083	$ 21,794	$ 0.087	$ 23,397	$ 0.094
			500		$ 77	$ 77	$ 0.079	$ 87	$ 0.090	$ 99	$ 0.103	$ 104	$ 0.107	$ 112	$ 0.115
			2,000		$ 195	$ 195	$ 0.058	$ 222	$ 0.066	$ 254	$ 0.075	$ 265	$ 0.079	$ 285	$ 0.085
28	HRTI	Highrise: All Types (>4 stories) - TI	5,000	A	$ 369	$ 369	$ 0.043	$ 421	$ 0.049	$ 480	$ 0.056	$ 502	$ 0.058	$ 539	$ 0.063
			10,000		$ 584	$ 584	$ 0.034	$ 665	$ 0.039	$ 759	$ 0.044	$ 794	$ 0.046	$ 852	$ 0.049
			25,000		$ 1,091	$ 1,091	$ 0.044	$ 1,243	$ 0.050	$ 1,418	$ 0.057	$ 1,483	$ 0.059	$ 1,592	$ 0.064

City of Las Vegas
2010 BUILDING USER FEES

Building & Safety Department

Table No. 3-B PLAN CHECK VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:											
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor:		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*	
						1.00		*1.14*		*1.30*		*1.36*		*1.46*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			2,000		$ 620	$ 620	$ 0.168	$ 706	$ 0.192	$ 805	$ 0.219	$ 843	$ 0.229	$ 904	$ 0.245
			8,000		$ 1,628	$ 1,628	$ 0.142	$ 1,856	$ 0.161	$ 2,117	$ 0.184	$ 2,214	$ 0.193	$ 2,377	$ 0.207
29	A-3	Assembly Group: Halls - Complete	20,000	A	$ 3,328	$ 3,328	$ 0.156	$ 3,793	$ 0.178	$ 4,326	$ 0.203	$ 4,525	$ 0.212	$ 4,858	$ 0.228
			40,000		$ 6,450	$ 6,450	$ 0.053	$ 7,353	$ 0.060	$ 8,385	$ 0.069	$ 8,772	$ 0.072	$ 9,417	$ 0.077
			100,000		$ 9,619	$ 9,619	$ 0.096	$ 10,965	$ 0.110	$ 12,504	$ 0.125	$ 13,081	$ 0.131	$ 14,043	$ 0.140
			2,000		$ 511	$ 511	$ 0.115	$ 583	$ 0.132	$ 664	$ 0.150	$ 695	$ 0.157	$ 746	$ 0.169
			8,000		$ 1,204	$ 1,204	$ 0.101	$ 1,372	$ 0.116	$ 1,565	$ 0.132	$ 1,637	$ 0.138	$ 1,757	$ 0.148
30	A-3	Assembly Group: Halls - Shell	20,000	A	$ 2,421	$ 2,421	$ 0.104	$ 2,760	$ 0.118	$ 3,148	$ 0.135	$ 3,293	$ 0.141	$ 3,535	$ 0.151
			40,000		$ 4,494	$ 4,494	$ 0.022	$ 5,123	$ 0.025	$ 5,842	$ 0.028	$ 6,112	$ 0.029	$ 6,561	$ 0.032
			100,000		$ 5,790	$ 5,790	$ 0.058	$ 6,601	$ 0.066	$ 7,527	$ 0.075	$ 7,874	$ 0.079	$ 8,453	$ 0.085
			200		$ 50	$ 50	$ 0.058	$ 57	$ 0.067	$ 65	$ 0.076	$ 68	$ 0.079	$ 73	$ 0.085
			800		$ 85	$ 85	$ 0.071	$ 97	$ 0.081	$ 111	$ 0.092	$ 116	$ 0.096	$ 124	$ 0.103
31	A-3	Assembly Group: Halls - TI	2,000	A	$ 170	$ 170	$ 0.080	$ 194	$ 0.091	$ 221	$ 0.104	$ 231	$ 0.109	$ 248	$ 0.117
			4,000		$ 330	$ 330	$ 0.045	$ 376	$ 0.052	$ 429	$ 0.059	$ 449	$ 0.062	$ 482	$ 0.066
			10,000		$ 602	$ 602	$ 0.060	$ 686	$ 0.069	$ 782	$ 0.078	$ 818	$ 0.082	$ 878	$ 0.088
			2,000		$ 315	$ 315	$ 0.079	$ 359	$ 0.090	$ 410	$ 0.103	$ 428	$ 0.107	$ 460	$ 0.115
			8,000		$ 789	$ 789	$ 0.073	$ 899	$ 0.083	$ 1,025	$ 0.095	$ 1,073	$ 0.099	$ 1,152	$ 0.107
32	A-3	Assembly Group: Exhibition - Complete	20,000	A	$ 1,665	$ 1,665	$ 0.073	$ 1,898	$ 0.083	$ 2,165	$ 0.095	$ 2,264	$ 0.099	$ 2,431	$ 0.107
			40,000		$ 3,126	$ 3,126	$ 0.073	$ 3,564	$ 0.083	$ 4,064	$ 0.095	$ 4,252	$ 0.099	$ 4,564	$ 0.107
			100,000		$ 7,509	$ 7,509	$ 0.075	$ 8,560	$ 0.086	$ 9,761	$ 0.098	$ 10,212	$ 0.102	$ 10,963	$ 0.110
			2,000		$ 271	$ 271	$ 0.067	$ 309	$ 0.076	$ 353	$ 0.087	$ 369	$ 0.091	$ 396	$ 0.098
			8,000		$ 673	$ 673	$ 0.058	$ 767	$ 0.067	$ 874	$ 0.076	$ 915	$ 0.079	$ 982	$ 0.085
33	A-3	Assembly Group: Exhibition - Shell	20,000	A	$ 1,373	$ 1,373	$ 0.058	$ 1,565	$ 0.067	$ 1,784	$ 0.076	$ 1,867	$ 0.079	$ 2,004	$ 0.085
			40,000		$ 2,541	$ 2,541	$ 0.058	$ 2,897	$ 0.067	$ 3,304	$ 0.076	$ 3,456	$ 0.079	$ 3,710	$ 0.085
			100,000		$ 6,048	$ 6,048	$ 0.060	$ 6,894	$ 0.069	$ 7,862	$ 0.079	$ 8,225	$ 0.082	$ 8,829	$ 0.088
			200		$ 27	$ 27	$ 0.070	$ 31	$ 0.080	$ 35	$ 0.091	$ 37	$ 0.095	$ 39	$ 0.102
			800		$ 69	$ 69	$ 0.025	$ 79	$ 0.028	$ 90	$ 0.032	$ 94	$ 0.034	$ 101	$ 0.036
34	A-3	Assembly Group: Exhibition - TI	2,000	A	$ 99	$ 99	$ 0.048	$ 113	$ 0.055	$ 128	$ 0.063	$ 134	$ 0.065	$ 144	$ 0.070
			4,000		$ 195	$ 195	$ 0.029	$ 222	$ 0.033	$ 254	$ 0.038	$ 265	$ 0.039	$ 285	$ 0.042
			10,000		$ 369	$ 369	$ 0.037	$ 421	$ 0.042	$ 480	$ 0.048	$ 502	$ 0.050	$ 539	$ 0.054
			2,000		$ 584	$ 584	$ 0.169	$ 665	$ 0.193	$ 759	$ 0.220	$ 794	$ 0.230	$ 852	$ 0.247
			8,000		$ 1,599	$ 1,599	$ 0.119	$ 1,823	$ 0.135	$ 2,079	$ 0.154	$ 2,175	$ 0.162	$ 2,335	$ 0.173
35	A-3	Assembly Group: Recreation - Complete	20,000	A	$ 3,025	$ 3,025	$ 0.141	$ 3,449	$ 0.161	$ 3,933	$ 0.183	$ 4,114	$ 0.192	$ 4,417	$ 0.206
			40,000		$ 5,846	$ 5,846	$ 0.042	$ 6,665	$ 0.048	$ 7,600	$ 0.054	$ 7,951	$ 0.057	$ 8,536	$ 0.061
			100,000		$ 8,356	$ 8,356	$ 0.084	$ 9,526	$ 0.095	$ 10,863	$ 0.109	$ 11,365	$ 0.114	$ 12,200	$ 0.122
			2,000		$ 423	$ 423	$ 0.114	$ 482	$ 0.130	$ 549	$ 0.149	$ 575	$ 0.156	$ 617	$ 0.167
			8,000		$ 1,109	$ 1,109	$ 0.113	$ 1,264	$ 0.128	$ 1,441	$ 0.147	$ 1,508	$ 0.153	$ 1,619	$ 0.165
36	A-3	Assembly Group: Recreation - Shell	20,000	A	$ 2,461	$ 2,461	$ 0.107	$ 2,806	$ 0.122	$ 3,200	$ 0.139	$ 3,347	$ 0.146	$ 3,593	$ 0.156
			40,000		$ 4,604	$ 4,604	$ 0.023	$ 5,249	$ 0.026	$ 5,986	$ 0.030	$ 6,262	$ 0.031	$ 6,722	$ 0.033
			100,000		$ 5,974	$ 5,974	$ 0.060	$ 6,810	$ 0.068	$ 7,766	$ 0.078	$ 8,124	$ 0.081	$ 8,721	$ 0.087

City of Las Vegas
2010 BUILDING USER FEES

Building & Safety Department

Table No. 3-B PLAN CHECK VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:									
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor:		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*	
						1.00		*1.14*		*1.30*		*1.36*		*1.46*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			200		$ 60	$ 60	$ 0.065	$ 68	$ 0.074	$ 78	$ 0.085	$ 82	$ 0.088	$ 88	$ 0.095
			800		$ 99	$ 99	$ 0.074	$ 113	$ 0.084	$ 129	$ 0.096	$ 135	$ 0.100	$ 145	$ 0.108
37	A-3	Assembly Group: Recreation - TI	2,000	A	$ 188	$ 188	$ 0.059	$ 214	$ 0.068	$ 244	$ 0.077	$ 255	$ 0.081	$ 274	$ 0.087
			4,000		$ 306	$ 306	$ 0.043	$ 349	$ 0.049	$ 398	$ 0.056	$ 416	$ 0.059	$ 447	$ 0.063
			10,000		$ 566	$ 566	$ 0.057	$ 645	$ 0.064	$ 735	$ 0.074	$ 769	$ 0.077	$ 826	$ 0.083
			1,000		$ 401	$ 401	$ 0.202	$ 457	$ 0.230	$ 521	$ 0.263	$ 545	$ 0.275	$ 585	$ 0.295
			4,000		$ 1,007	$ 1,007	$ 0.131	$ 1,147	$ 0.149	$ 1,308	$ 0.170	$ 1,369	$ 0.178	$ 1,469	$ 0.191
38	E	Educational Building - Complete	10,000	A	$ 1,791	$ 1,791	$ 0.159	$ 2,042	$ 0.181	$ 2,329	$ 0.206	$ 2,436	$ 0.216	$ 2,615	$ 0.232
			20,000		$ 3,378	$ 3,378	$ 0.076	$ 3,850	$ 0.087	$ 4,391	$ 0.099	$ 4,593	$ 0.104	$ 4,931	$ 0.111
			50,000		$ 5,664	$ 5,664	$ 0.113	$ 6,457	$ 0.129	$ 7,363	$ 0.147	$ 7,703	$ 0.154	$ 8,269	$ 0.165
			1,000		$ 345	$ 345	$ 0.170	$ 393	$ 0.194	$ 449	$ 0.221	$ 469	$ 0.231	$ 504	$ 0.248
			4,000		$ 855	$ 855	$ 0.132	$ 975	$ 0.151	$ 1,112	$ 0.172	$ 1,163	$ 0.180	$ 1,248	$ 0.193
39	E	Educational Building - Shell	10,000	A	$ 1,649	$ 1,649	$ 0.109	$ 1,880	$ 0.125	$ 2,144	$ 0.142	$ 2,243	$ 0.149	$ 2,408	$ 0.160
			20,000		$ 2,743	$ 2,743	$ 0.029	$ 3,126	$ 0.033	$ 3,565	$ 0.038	$ 3,730	$ 0.040	$ 4,004	$ 0.043
			50,000		$ 3,616	$ 3,616	$ 0.072	$ 4,123	$ 0.082	$ 4,701	$ 0.094	$ 4,918	$ 0.098	$ 5,280	$ 0.106
			250		$ 60	$ 60	$ 0.078	$ 68	$ 0.089	$ 78	$ 0.101	$ 82	$ 0.106	$ 88	$ 0.114
			1,000		$ 119	$ 119	$ 0.080	$ 135	$ 0.091	$ 154	$ 0.104	$ 161	$ 0.109	$ 173	$ 0.117
40	E	Educational Building - TI	2,500	A	$ 239	$ 239	$ 0.061	$ 272	$ 0.070	$ 310	$ 0.080	$ 324	$ 0.083	$ 348	$ 0.089
			5,000		$ 392	$ 392	$ 0.041	$ 446	$ 0.047	$ 509	$ 0.053	$ 532	$ 0.055	$ 572	$ 0.060
			12,500		$ 698	$ 698	$ 0.055	$ 795	$ 0.064	$ 907	$ 0.073	$ 949	$ 0.076	$ 1,018	$ 0.081
			1,000		$ 218	$ 218	$ 0.110	$ 248	$ 0.125	$ 283	$ 0.142	$ 296	$ 0.149	$ 318	$ 0.160
			4,000		$ 546	$ 546	$ 0.086	$ 623	$ 0.098	$ 710	$ 0.111	$ 743	$ 0.116	$ 798	$ 0.125
41	F	Factory / Industrial Building - Complete	10,000	A	$ 1,060	$ 1,060	$ 0.086	$ 1,208	$ 0.098	$ 1,378	$ 0.111	$ 1,442	$ 0.116	$ 1,548	$ 0.125
			20,000		$ 1,916	$ 1,916	$ 0.086	$ 2,185	$ 0.098	$ 2,491	$ 0.111	$ 2,606	$ 0.117	$ 2,798	$ 0.125
			50,000		$ 4,486	$ 4,486	$ 0.090	$ 5,114	$ 0.102	$ 5,832	$ 0.117	$ 6,101	$ 0.122	$ 6,550	$ 0.131
			1,000		$ 190	$ 190	$ 0.096	$ 217	$ 0.110	$ 247	$ 0.125	$ 258	$ 0.131	$ 277	$ 0.141
			4,000		$ 479	$ 479	$ 0.068	$ 546	$ 0.078	$ 622	$ 0.089	$ 651	$ 0.093	$ 699	$ 0.100
42	F	Factory / Industrial Building - Shell	10,000	A	$ 889	$ 889	$ 0.069	$ 1,013	$ 0.078	$ 1,155	$ 0.089	$ 1,209	$ 0.093	$ 1,298	$ 0.100
			20,000		$ 1,574	$ 1,574	$ 0.067	$ 1,794	$ 0.076	$ 2,046	$ 0.087	$ 2,140	$ 0.091	$ 2,298	$ 0.097
			50,000		$ 3,571	$ 3,571	$ 0.071	$ 4,072	$ 0.081	$ 4,643	$ 0.093	$ 4,857	$ 0.097	$ 5,214	$ 0.104
			250		$ 35	$ 35	$ 0.068	$ 39	$ 0.078	$ 45	$ 0.088	$ 47	$ 0.092	$ 50	$ 0.099
			1,000		$ 86	$ 86	$ 0.039	$ 97	$ 0.044	$ 111	$ 0.051	$ 116	$ 0.053	$ 125	$ 0.057
43	F	Factory / Industrial Building - TI	2,500	A	$ 144	$ 144	$ 0.041	$ 164	$ 0.047	$ 187	$ 0.053	$ 196	$ 0.055	$ 210	$ 0.060
			5,000		$ 246	$ 246	$ 0.039	$ 280	$ 0.045	$ 320	$ 0.051	$ 335	$ 0.053	$ 359	$ 0.057
			12,500		$ 540	$ 540	$ 0.043	$ 616	$ 0.049	$ 702	$ 0.056	$ 734	$ 0.059	$ 788	$ 0.063
			500		$ 153	$ 153	$ 0.179	$ 174	$ 0.204	$ 199	$ 0.233	$ 208	$ 0.243	$ 223	$ 0.261
			2,000		$ 422	$ 422	$ 0.113	$ 481	$ 0.128	$ 548	$ 0.146	$ 573	$ 0.153	$ 615	$ 0.164
44	H	Hazardous H- Complete	5,000	A	$ 759	$ 759	$ 0.103	$ 865	$ 0.117	$ 987	$ 0.133	$ 1,032	$ 0.140	$ 1,108	$ 0.150
			10,000		$ 1,272	$ 1,272	$ 0.103	$ 1,450	$ 0.117	$ 1,654	$ 0.134	$ 1,730	$ 0.140	$ 1,857	$ 0.150
			25,000		$ 2,814	$ 2,814	$ 0.113	$ 3,208	$ 0.128	$ 3,658	$ 0.146	$ 3,827	$ 0.153	$ 4,108	$ 0.164

City of Las Vegas
2010 BUILDING USER FEES

Building & Safety Department

Table No. 3-B PLAN CHECK VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:											
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor:		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*	
						1.00		*1.14*		*1.30*		*1.36*		*1.46*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			500		$ 132	$ 132	$ 0.156	$ 150	$ 0.178	$ 172	$ 0.203	$ 180	$ 0.212	$ 193	$ 0.228
			2,000		$ 366	$ 366	$ 0.097	$ 417	$ 0.110	$ 476	$ 0.125	$ 498	$ 0.131	$ 534	$ 0.141
45	H	Hazardous H- Shell	5,000	A	$ 656	$ 656	$ 0.082	$ 747	$ 0.094	$ 852	$ 0.107	$ 891	$ 0.112	$ 957	$ 0.120
			10,000		$ 1,067	$ 1,067	$ 0.082	$ 1,216	$ 0.094	$ 1,386	$ 0.107	$ 1,450	$ 0.112	$ 1,557	$ 0.120
			25,000		$ 2,300	$ 2,300	$ 0.092	$ 2,621	$ 0.105	$ 2,989	$ 0.120	$ 3,127	$ 0.125	$ 3,357	$ 0.134
			100		$ 17	$ 17	$ 0.145	$ 19	$ 0.165	$ 21	$ 0.189	$ 22	$ 0.197	$ 24	$ 0.212
			400		$ 60	$ 60	$ 0.043	$ 68	$ 0.048	$ 78	$ 0.055	$ 82	$ 0.058	$ 88	$ 0.062
46	H	Hazardous H- T I	1,000	A	$ 86	$ 86	$ 0.044	$ 97	$ 0.050	$ 111	$ 0.057	$ 116	$ 0.059	$ 125	$ 0.064
			2,000		$ 129	$ 129	$ 0.039	$ 147	$ 0.044	$ 168	$ 0.051	$ 175	$ 0.053	$ 188	$ 0.057
			5,000		$ 246	$ 246	$ 0.049	$ 280	$ 0.056	$ 320	$ 0.064	$ 335	$ 0.067	$ 359	$ 0.072
	R-3	Single-Family (custom or model)	1,000		$ 269	$ 269	$ 0.150	$ 306	$ 0.171	$ 349	$ 0.195	$ 366	$ 0.204	$ 392	$ 0.219
	"	"	2,500		$ 494	$ 494	$ 0.207	$ 563	$ 0.235	$ 642	$ 0.268	$ 672	$ 0.281	$ 721	$ 0.301
49	"	"	5,000	A	$ 1,010	$ 1,010	$ 0.161	$ 1,151	$ 0.184	$ 1,313	$ 0.210	$ 1,374	$ 0.219	$ 1,475	$ 0.235
	"	"	7,000		$ 1,333	$ 1,333	$ 0.161	$ 1,519	$ 0.184	$ 1,732	$ 0.210	$ 1,812	$ 0.219	$ 1,945	$ 0.235
	"	"	10,000		$ 1,816	$ 1,816	$ 0.182	$ 2,071	$ 0.207	$ 2,361	$ 0.236	$ 2,470	$ 0.247	$ 2,652	$ 0.265
			500		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			1,250		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
52	R-3	Single-Family - Production / Repeat	2,500	A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			3,500		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			5,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			400		$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			1,000		$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
53	R-3	Prefabricated / Manufactured Dwelling - Complete	2,000	A	$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			2,800		$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			4,000		$ 160	$ 160	$ 0.040	$ 182	$ 0.046	$ 208	$ 0.052	$ 218	$ 0.054	$ 234	$ 0.056
			200		$ 80	$ 80	$ 0.238	$ 91	$ 0.271	$ 104	$ 0.309	$ 109	$ 0.324	$ 117	$ 0.347
			500		$ 151	$ 151	$ 0.190	$ 172	$ 0.217	$ 197	$ 0.248	$ 206	$ 0.259	$ 221	$ 0.278
54	R-3	Single-Family Residential - Addition	1,000	A	$ 246	$ 246	$ 0.168	$ 281	$ 0.192	$ 320	$ 0.218	$ 335	$ 0.228	$ 360	$ 0.245
			1,400		$ 314	$ 314	$ 0.147	$ 358	$ 0.168	$ 408	$ 0.191	$ 426	$ 0.200	$ 458	$ 0.215
			2,000		$ 402	$ 402	$ 0.201	$ 458	$ 0.229	$ 522	$ 0.261	$ 546	$ 0.273	$ 587	$ 0.293
			200		$ 30	$ 30	$ 0.110	$ 34	$ 0.125	$ 39	$ 0.143	$ 41	$ 0.150	$ 44	$ 0.161
			500		$ 63	$ 63	$ 0.045	$ 72	$ 0.051	$ 82	$ 0.059	$ 86	$ 0.061	$ 92	$ 0.066
55	R-3	Single-Family Resid. - Remodel with MPE's	1,000	A	$ 86	$ 86	$ 0.041	$ 97	$ 0.047	$ 111	$ 0.054	$ 116	$ 0.056	$ 125	$ 0.060
			1,400		$ 102	$ 102	$ 0.050	$ 116	$ 0.057	$ 133	$ 0.065	$ 139	$ 0.068	$ 149	$ 0.073
			2,000		$ 132	$ 132	$ 0.066	$ 150	$ 0.075	$ 172	$ 0.086	$ 180	$ 0.090	$ 193	$ 0.096
			200		$ 30	$ 30	$ 0.110	$ 34	$ 0.125	$ 39	$ 0.143	$ 41	$ 0.150	$ 44	$ 0.161
			500		$ 63	$ 63	$ 0.045	$ 72	$ 0.051	$ 82	$ 0.059	$ 86	$ 0.061	$ 92	$ 0.066
56	R-3	Single-Family Resid. - Remodel without MPE's	1,000	A	$ 86	$ 86	$ 0.041	$ 97	$ 0.047	$ 111	$ 0.054	$ 116	$ 0.056	$ 125	$ 0.060
			1,400		$ 102	$ 102	$ 0.050	$ 116	$ 0.057	$ 133	$ 0.065	$ 139	$ 0.068	$ 149	$ 0.073
			2,000		$ 132	$ 132	$ 0.066	$ 150	$ 0.075	$ 172	$ 0.086	$ 180	$ 0.090	$ 193	$ 0.096

City of Las Vegas
2010 BUILDING USER FEES

Building & Safety Department

Table No. 3-B PLAN CHECK VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:									
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor: 1.00		*Relative Effort Factor:* 1.14		*Relative Effort Factor:* 1.30		*Relative Effort Factor:* 1.36		*Relative Effort Factor:* 1.46	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			3,000		$ 816	$ 816	$ 0.166	$ 930	$ 0.189	$ 1,061	$ 0.216	$ 1,110	$ 0.226	$ 1,191	$ 0.242
			7,500		$ 1,562	$ 1,562	$ 0.178	$ 1,781	$ 0.203	$ 2,031	$ 0.231	$ 2,125	$ 0.242	$ 2,281	$ 0.259
57	R-1	Hotel: Low/Midrise (up to 3 stories) - Complete	15,000	A	$ 2,895	$ 2,895	$ 0.107	$ 3,301	$ 0.122	$ 3,764	$ 0.139	$ 3,937	$ 0.145	$ 4,227	$ 0.156
			21,000		$ 3,536	$ 3,536	$ 0.159	$ 4,031	$ 0.181	$ 4,597	$ 0.206	$ 4,809	$ 0.216	$ 5,163	$ 0.232
			30,000		$ 4,965	$ 4,965	$ 0.166	$ 5,660	$ 0.189	$ 6,455	$ 0.215	$ 6,752	$ 0.225	$ 7,249	$ 0.242
			1,500		$ 657	$ 657	$ 0.107	$ 749	$ 0.122	$ 854	$ 0.139	$ 893	$ 0.145	$ 959	$ 0.156
			6,000		$ 1,138	$ 1,138	$ 0.052	$ 1,297	$ 0.059	$ 1,479	$ 0.067	$ 1,547	$ 0.070	$ 1,661	$ 0.075
58	R-1	Hotel: Low/Midrise (up to 3 stories) - Shell	15,000	A	$ 1,603	$ 1,603	$ 0.046	$ 1,827	$ 0.053	$ 2,083	$ 0.060	$ 2,180	$ 0.063	$ 2,340	$ 0.068
			30,000		$ 2,297	$ 2,297	$ 0.012	$ 2,619	$ 0.014	$ 2,986	$ 0.016	$ 3,124	$ 0.017	$ 3,354	$ 0.018
			75,000		$ 2,857	$ 2,857	$ 0.038	$ 3,257	$ 0.043	$ 3,714	$ 0.050	$ 3,885	$ 0.052	$ 4,171	$ 0.056
			250		$ 63	$ 63	$ 0.088	$ 72	$ 0.100	$ 82	$ 0.114	$ 86	$ 0.120	$ 92	$ 0.128
			1,000		$ 129	$ 129	$ 0.078	$ 147	$ 0.089	$ 168	$ 0.101	$ 175	$ 0.106	$ 188	$ 0.114
59	R-1	Hotel: Low/Midrise (up to 3 stories) - TI / Remodel	2,500	A	$ 246	$ 246	$ 0.061	$ 280	$ 0.070	$ 320	$ 0.080	$ 335	$ 0.083	$ 359	$ 0.089
			5,000		$ 399	$ 399	$ 0.042	$ 455	$ 0.048	$ 519	$ 0.055	$ 543	$ 0.057	$ 583	$ 0.061
			12,500		$ 714	$ 714	$ 0.057	$ 814	$ 0.065	$ 928	$ 0.074	$ 971	$ 0.078	$ 1,042	$ 0.083
			5,000		$ 1,203	$ 1,203	$ 0.173	$ 1,371	$ 0.197	$ 1,564	$ 0.225	$ 1,636	$ 0.235	$ 1,756	$ 0.252
			20,000		$ 3,797	$ 3,797	$ 0.091	$ 4,328	$ 0.104	$ 4,936	$ 0.119	$ 5,164	$ 0.124	$ 5,543	$ 0.133
60	R-1	Hotel: Highrise (4+ stories) - Complete	50,000	A	$ 6,533	$ 6,533	$ 0.091	$ 7,448	$ 0.104	$ 8,493	$ 0.119	$ 8,885	$ 0.124	$ 9,538	$ 0.133
			100,000		$ 11,094	$ 11,094	$ 0.022	$ 12,647	$ 0.025	$ 14,422	$ 0.029	$ 15,088	$ 0.030	$ 16,197	$ 0.032
			250,000		$ 14,401	$ 14,401	$ 0.058	$ 16,417	$ 0.066	$ 18,721	$ 0.075	$ 19,585	$ 0.078	$ 21,025	$ 0.084
			5,000		$ 1,010	$ 1,010	$ 0.116	$ 1,151	$ 0.132	$ 1,312	$ 0.151	$ 1,373	$ 0.158	$ 1,474	$ 0.170
			20,000		$ 2,753	$ 2,753	$ 0.063	$ 3,138	$ 0.071	$ 3,578	$ 0.081	$ 3,743	$ 0.085	$ 4,019	$ 0.091
61	R-1	Hotel: Highrise (4+ stories) - Shell	50,000	A	$ 4,628	$ 4,628	$ 0.081	$ 5,276	$ 0.093	$ 6,016	$ 0.106	$ 6,294	$ 0.111	$ 6,757	$ 0.119
			100,000		$ 8,697	$ 8,697	$ 0.017	$ 9,914	$ 0.020	$ 11,305	$ 0.022	$ 11,827	$ 0.023	$ 12,697	$ 0.025
			250,000		$ 11,279	$ 11,279	$ 0.045	$ 12,859	$ 0.051	$ 14,663	$ 0.059	$ 15,340	$ 0.061	$ 16,468	$ 0.066
			500		$ 86	$ 86	$ 0.081	$ 97	$ 0.092	$ 111	$ 0.105	$ 116	$ 0.110	$ 125	$ 0.118
			2,000		$ 207	$ 207	$ 0.064	$ 236	$ 0.073	$ 269	$ 0.083	$ 282	$ 0.087	$ 302	$ 0.093
62	R-1	Hotel: Highrise (4+ stories) - TI / Remodel	5,000	A	$ 399	$ 399	$ 0.044	$ 455	$ 0.050	$ 519	$ 0.057	$ 543	$ 0.060	$ 583	$ 0.064
			10,000		$ 620	$ 620	$ 0.038	$ 706	$ 0.043	$ 805	$ 0.049	$ 843	$ 0.051	$ 904	$ 0.055
			25,000		$ 1,182	$ 1,182	$ 0.047	$ 1,347	$ 0.054	$ 1,537	$ 0.061	$ 1,608	$ 0.064	$ 1,726	$ 0.069
			750		$ 288	$ 288	$ 0.195	$ 328	$ 0.222	$ 374	$ 0.253	$ 392	$ 0.265	$ 420	$ 0.284
			3,000		$ 726	$ 726	$ 0.160	$ 828	$ 0.183	$ 944	$ 0.208	$ 987	$ 0.218	$ 1,060	$ 0.234
63	R-2	Apartment / Condo: Low/Midrise (up to 3 stories) - Complete	7,500	A	$ 1,448	$ 1,448	$ 0.160	$ 1,650	$ 0.182	$ 1,882	$ 0.208	$ 1,969	$ 0.218	$ 2,113	$ 0.234
			15,000		$ 2,648	$ 2,648	$ 0.068	$ 3,018	$ 0.077	$ 3,442	$ 0.088	$ 3,601	$ 0.092	$ 3,865	$ 0.099
			37,500		$ 4,169	$ 4,169	$ 0.111	$ 4,753	$ 0.127	$ 5,420	$ 0.145	$ 5,670	$ 0.151	$ 6,087	$ 0.162
			750		$ 252	$ 252	$ 0.169	$ 287	$ 0.192	$ 328	$ 0.219	$ 343	$ 0.229	$ 368	$ 0.246
			3,000		$ 632	$ 632	$ 0.110	$ 720	$ 0.125	$ 821	$ 0.143	$ 859	$ 0.149	$ 922	$ 0.160
64	R-2	Apartment / Condo: Low/Midrise (up to 3 stories) - Shell	7,500	A	$ 1,126	$ 1,126	$ 0.091	$ 1,283	$ 0.103	$ 1,463	$ 0.118	$ 1,531	$ 0.123	$ 1,643	$ 0.132
			15,000		$ 1,806	$ 1,806	$ 0.063	$ 2,059	$ 0.072	$ 2,348	$ 0.082	$ 2,457	$ 0.086	$ 2,637	$ 0.093
			37,500		$ 3,232	$ 3,232	$ 0.086	$ 3,685	$ 0.098	$ 4,202	$ 0.112	$ 4,396	$ 0.117	$ 4,719	$ 0.126

City of Las Vegas
2010 BUILDING USER FEES

Building & Safety Department

Table No. 3-B PLAN CHECK VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:											
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor:		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*	
						1.00		*1.14*		*1.30*		*1.36*		*1.46*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			200		$ 110	$ 110	$ 0.328	$ 125	$ 0.373	$ 142	$ 0.426	$ 149	$ 0.445	$ 160	$ 0.478
			800		$ 306	$ 306	$ 0.216	$ 349	$ 0.247	$ 398	$ 0.281	$ 416	$ 0.294	$ 447	$ 0.316
65	R-2	Apartment / Condo: Low/Midrise (up to 3 stories) - TI / Remodel	2,000	A	$ 566	$ 566	$ 0.160	$ 645	$ 0.182	$ 735	$ 0.208	$ 769	$ 0.217	$ 826	$ 0.233
			4,000		$ 885	$ 885	$ 0.140	$ 1,009	$ 0.159	$ 1,151	$ 0.182	$ 1,204	$ 0.190	$ 1,292	$ 0.204
			10,000		$ 1,723	$ 1,723	$ 0.172	$ 1,965	$ 0.196	$ 2,240	$ 0.224	$ 2,344	$ 0.234	$ 2,516	$ 0.252
			200		$ 102	$ 102	$ 0.306	$ 117	$ 0.348	$ 133	$ 0.397	$ 139	$ 0.416	$ 149	$ 0.446
			800		$ 286	$ 286	$ 0.202	$ 326	$ 0.230	$ 371	$ 0.262	$ 388	$ 0.274	$ 417	$ 0.295
66	R-2	Apartment / Condo: Low/Midrise (up to 3 stories) - Addition	2,000	A	$ 528	$ 528	$ 0.105	$ 602	$ 0.120	$ 686	$ 0.136	$ 718	$ 0.143	$ 771	$ 0.153
			4,000		$ 738	$ 738	$ 0.134	$ 841	$ 0.152	$ 959	$ 0.174	$ 1,003	$ 0.182	$ 1,077	$ 0.195
			10,000		$ 1,539	$ 1,539	$ 0.154	$ 1,754	$ 0.175	$ 2,000	$ 0.200	$ 2,093	$ 0.209	$ 2,247	$ 0.225
			5,000		$ 874	$ 874	$ 0.134	$ 996	$ 0.153	$ 1,136	$ 0.174	$ 1,188	$ 0.182	$ 1,276	$ 0.196
			20,000		$ 2,884	$ 2,884	$ 0.145	$ 3,287	$ 0.165	$ 3,749	$ 0.188	$ 3,922	$ 0.197	$ 4,210	$ 0.212
67	R-2	Apartment / Condo: Highrise (4+ stories) - Complete	50,000	A	$ 7,233	$ 7,233	$ 0.092	$ 8,245	$ 0.105	$ 9,402	$ 0.120	$ 9,836	$ 0.126	$ 10,559	$ 0.135
			100,000		$ 11,856	$ 11,856	$ 0.022	$ 13,516	$ 0.025	$ 15,413	$ 0.028	$ 16,124	$ 0.029	$ 17,310	$ 0.031
			250,000		$ 15,091	$ 15,091	$ 0.060	$ 17,204	$ 0.069	$ 19,618	$ 0.078	$ 20,524	$ 0.082	$ 22,033	$ 0.088
			5,000		$ 888	$ 888	$ 0.129	$ 1,012	$ 0.147	$ 1,154	$ 0.167	$ 1,208	$ 0.175	$ 1,296	$ 0.188
			20,000		$ 2,817	$ 2,817	$ 0.077	$ 3,211	$ 0.087	$ 3,662	$ 0.100	$ 3,831	$ 0.104	$ 4,113	$ 0.112
68	R-2	Apartment / Condo: Highrise (4+ stories) - Shell	50,000	A	$ 5,116	$ 5,116	$ 0.079	$ 5,832	$ 0.090	$ 6,650	$ 0.103	$ 6,957	$ 0.108	$ 7,469	$ 0.116
			100,000		$ 9,084	$ 9,084	$ 0.017	$ 10,356	$ 0.020	$ 11,810	$ 0.022	$ 12,355	$ 0.023	$ 13,263	$ 0.025
			250,000		$ 11,659	$ 11,659	$ 0.047	$ 13,291	$ 0.053	$ 15,156	$ 0.061	$ 15,856	$ 0.063	$ 17,022	$ 0.068
			500		$ 77	$ 77	$ 0.074	$ 87	$ 0.084	$ 99	$ 0.096	$ 104	$ 0.101	$ 112	$ 0.108
			2,000		$ 188	$ 188	$ 0.056	$ 214	$ 0.064	$ 244	$ 0.073	$ 255	$ 0.076	$ 274	$ 0.082
69	R-2	Apartment / Condo: Highrise (4+ stories) - TI / Remodel	5,000	A	$ 356	$ 356	$ 0.042	$ 405	$ 0.048	$ 462	$ 0.055	$ 483	$ 0.057	$ 519	$ 0.061
			10,000		$ 566	$ 566	$ 0.032	$ 645	$ 0.036	$ 735	$ 0.042	$ 769	$ 0.044	$ 826	$ 0.047
			25,000		$ 1,046	$ 1,046	$ 0.042	$ 1,192	$ 0.048	$ 1,359	$ 0.054	$ 1,422	$ 0.057	$ 1,526	$ 0.061
			500		$ 219	$ 219	$ 0.217	$ 249	$ 0.247	$ 284	$ 0.282	$ 297	$ 0.295	$ 319	$ 0.317
			2,000		$ 544	$ 544	$ 0.179	$ 620	$ 0.204	$ 707	$ 0.232	$ 740	$ 0.243	$ 794	$ 0.261
70	I-1	Residential Care - Complete	5,000	A	$ 1,080	$ 1,080	$ 0.178	$ 1,231	$ 0.203	$ 1,404	$ 0.232	$ 1,469	$ 0.243	$ 1,577	$ 0.261
			10,000		$ 1,972	$ 1,972	$ 0.054	$ 2,248	$ 0.062	$ 2,564	$ 0.071	$ 2,682	$ 0.074	$ 2,879	$ 0.079
			25,000		$ 2,789	$ 2,789	$ 0.112	$ 3,179	$ 0.127	$ 3,626	$ 0.145	$ 3,793	$ 0.152	$ 4,072	$ 0.163
			500		$ 189	$ 189	$ 0.191	$ 215	$ 0.218	$ 245	$ 0.248	$ 256	$ 0.260	$ 275	$ 0.279
			2,000		$ 475	$ 475	$ 0.142	$ 541	$ 0.162	$ 617	$ 0.185	$ 646	$ 0.193	$ 693	$ 0.208
71	I-1	Residential Care - Shell	5,000	A	$ 902	$ 902	$ 0.143	$ 1,028	$ 0.163	$ 1,172	$ 0.186	$ 1,226	$ 0.194	$ 1,316	$ 0.209
			10,000		$ 1,616	$ 1,616	$ 0.043	$ 1,842	$ 0.048	$ 2,100	$ 0.055	$ 2,197	$ 0.058	$ 2,359	$ 0.062
			25,000		$ 2,254	$ 2,254	$ 0.090	$ 2,569	$ 0.103	$ 2,930	$ 0.117	$ 3,065	$ 0.123	$ 3,290	$ 0.132
			100		$ 35	$ 35	$ 0.170	$ 39	$ 0.194	$ 45	$ 0.221	$ 47	$ 0.231	$ 50	$ 0.248
			400		$ 86	$ 86	$ 0.098	$ 97	$ 0.111	$ 111	$ 0.127	$ 116	$ 0.133	$ 125	$ 0.142
72	I-1	Residential Care - TI	1,000	A	$ 144	$ 144	$ 0.102	$ 164	$ 0.116	$ 187	$ 0.133	$ 196	$ 0.139	$ 210	$ 0.149
			2,000		$ 246	$ 246	$ 0.071	$ 280	$ 0.080	$ 320	$ 0.092	$ 335	$ 0.096	$ 359	$ 0.103
			5,000		$ 458	$ 458	$ 0.092	$ 522	$ 0.104	$ 595	$ 0.119	$ 622	$ 0.124	$ 668	$ 0.134

City of Las Vegas
2010 BUILDING USER FEES

Building & Safety Department

Table No. 3-B PLAN CHECK VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:											
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor:		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*	
						1.00		*1.14*		*1.30*		*1.36*		*1.46*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			2,000		$ 832	$ 832	$ 0.283	$ 948	$ 0.323	$ 1,081	$ 0.368	$ 1,131	$ 0.385	$ 1,214	$ 0.413
			8,000		$ 2,530	$ 2,530	$ 0.117	$ 2,884	$ 0.134	$ 3,289	$ 0.153	$ 3,441	$ 0.160	$ 3,694	$ 0.171
73	I-2	Hospitals / Nursing Homes - Complete	20,000	A	$ 3,938	$ 3,938	$ 0.150	$ 4,489	$ 0.171	$ 5,119	$ 0.195	$ 5,356	$ 0.204	$ 5,749	$ 0.219
			40,000		$ 6,942	$ 6,942	$ 0.033	$ 7,914	$ 0.037	$ 9,024	$ 0.043	$ 9,441	$ 0.045	$ 10,135	$ 0.048
			100,000		$ 8,907	$ 8,907	$ 0.089	$ 10,154	$ 0.102	$ 11,579	$ 0.116	$ 12,113	$ 0.121	$ 13,004	$ 0.130
			2,000		$ 765	$ 765	$ 0.194	$ 872	$ 0.221	$ 995	$ 0.252	$ 1,040	$ 0.264	$ 1,117	$ 0.283
			8,000		$ 1,930	$ 1,930	$ 0.095	$ 2,200	$ 0.108	$ 2,509	$ 0.124	$ 2,625	$ 0.129	$ 2,818	$ 0.139
74	I-2	Hospitals / Nursing Homes - Shell	20,000	A	$ 3,071	$ 3,071	$ 0.115	$ 3,501	$ 0.131	$ 3,992	$ 0.149	$ 4,177	$ 0.156	$ 4,484	$ 0.168
			40,000		$ 5,367	$ 5,367	$ 0.027	$ 6,119	$ 0.030	$ 6,977	$ 0.035	$ 7,299	$ 0.036	$ 7,836	$ 0.039
			100,000		$ 6,965	$ 6,965	$ 0.070	$ 7,940	$ 0.079	$ 9,054	$ 0.091	$ 9,472	$ 0.095	$ 10,169	$ 0.102
			200		$ 69	$ 69	$ 0.155	$ 79	$ 0.177	$ 90	$ 0.202	$ 94	$ 0.211	$ 101	$ 0.226
			800		$ 162	$ 162	$ 0.120	$ 185	$ 0.137	$ 211	$ 0.156	$ 220	$ 0.163	$ 237	$ 0.175
75	I-2	Hospitals / Nursing Homes - TI	2,000	A	$ 306	$ 306	$ 0.095	$ 349	$ 0.108	$ 398	$ 0.123	$ 416	$ 0.129	$ 447	$ 0.138
			4,000		$ 495	$ 495	$ 0.066	$ 564	$ 0.075	$ 644	$ 0.086	$ 673	$ 0.090	$ 723	$ 0.096
			10,000		$ 891	$ 891	$ 0.089	$ 1,016	$ 0.102	$ 1,158	$ 0.116	$ 1,212	$ 0.121	$ 1,301	$ 0.130
			500		$ 252	$ 252	$ 0.180	$ 287	$ 0.205	$ 328	$ 0.233	$ 343	$ 0.244	$ 368	$ 0.262
			2,000		$ 521	$ 521	$ 0.159	$ 594	$ 0.181	$ 678	$ 0.206	$ 709	$ 0.216	$ 761	$ 0.232
76	I-2	Child Care (24-hr, >5 kids <2.5 yrs) - Complete	5,000	A	$ 998	$ 998	$ 0.159	$ 1,137	$ 0.181	$ 1,297	$ 0.206	$ 1,357	$ 0.216	$ 1,456	$ 0.232
			10,000		$ 1,791	$ 1,791	$ 0.045	$ 2,042	$ 0.052	$ 2,329	$ 0.059	$ 2,436	$ 0.061	$ 2,615	$ 0.066
			25,000		$ 2,469	$ 2,469	$ 0.099	$ 2,815	$ 0.113	$ 3,210	$ 0.128	$ 3,358	$ 0.134	$ 3,605	$ 0.144
			500		$ 176	$ 176	$ 0.188	$ 201	$ 0.215	$ 229	$ 0.245	$ 240	$ 0.256	$ 257	$ 0.275
			2,000		$ 459	$ 459	$ 0.127	$ 523	$ 0.144	$ 596	$ 0.165	$ 624	$ 0.172	$ 670	$ 0.185
77	I-2	Child Care (24-hr, >5 kids <2.5 yrs) - Shell	5,000	A	$ 839	$ 839	$ 0.127	$ 956	$ 0.144	$ 1,090	$ 0.165	$ 1,141	$ 0.172	$ 1,225	$ 0.185
			10,000		$ 1,473	$ 1,473	$ 0.037	$ 1,679	$ 0.042	$ 1,914	$ 0.048	$ 2,003	$ 0.051	$ 2,150	$ 0.054
			25,000		$ 2,030	$ 2,030	$ 0.081	$ 2,314	$ 0.093	$ 2,639	$ 0.106	$ 2,761	$ 0.110	$ 2,964	$ 0.119
			100		$ 30	$ 30	$ 0.155	$ 34	$ 0.177	$ 39	$ 0.202	$ 41	$ 0.211	$ 44	$ 0.226
			400		$ 77	$ 77	$ 0.088	$ 87	$ 0.100	$ 99	$ 0.114	$ 104	$ 0.119	$ 112	$ 0.128
78	I-2	Child Care (24-hr, >5 kids <2.5 yrs) - TI	1,000	A	$ 129	$ 129	$ 0.083	$ 147	$ 0.094	$ 168	$ 0.107	$ 175	$ 0.112	$ 188	$ 0.120
			2,000		$ 212	$ 212	$ 0.063	$ 241	$ 0.072	$ 275	$ 0.082	$ 288	$ 0.086	$ 309	$ 0.092
			5,000		$ 401	$ 401	$ 0.080	$ 457	$ 0.091	$ 521	$ 0.104	$ 545	$ 0.109	$ 585	$ 0.117
			2,000		$ 1,110	$ 1,110	$ 0.146	$ 1,265	$ 0.166	$ 1,443	$ 0.190	$ 1,510	$ 0.199	$ 1,621	$ 0.213
			8,000		$ 1,986	$ 1,986	$ 0.086	$ 2,264	$ 0.098	$ 2,582	$ 0.112	$ 2,701	$ 0.117	$ 2,899	$ 0.126
79	I-3	Detention Facilities - Complete	20,000	A	$ 3,022	$ 3,022	$ 0.141	$ 3,445	$ 0.161	$ 3,929	$ 0.183	$ 4,110	$ 0.192	$ 4,412	$ 0.206
			40,000		$ 5,845	$ 5,845	$ 0.028	$ 6,663	$ 0.032	$ 7,598	$ 0.037	$ 7,949	$ 0.038	$ 8,533	$ 0.041
			100,000		$ 7,534	$ 7,534	$ 0.075	$ 8,589	$ 0.086	$ 9,795	$ 0.098	$ 10,247	$ 0.102	$ 11,000	$ 0.110
			2,000		$ 781	$ 781	$ 0.118	$ 891	$ 0.134	$ 1,016	$ 0.153	$ 1,063	$ 0.160	$ 1,141	$ 0.172
			8,000		$ 1,487	$ 1,487	$ 0.071	$ 1,695	$ 0.081	$ 1,933	$ 0.092	$ 2,022	$ 0.097	$ 2,171	$ 0.104
80	I-3	Detention Facilities - Shell	20,000	A	$ 2,339	$ 2,339	$ 0.118	$ 2,667	$ 0.134	$ 3,041	$ 0.153	$ 3,181	$ 0.160	$ 3,415	$ 0.172
			40,000		$ 4,692	$ 4,692	$ 0.022	$ 5,349	$ 0.026	$ 6,100	$ 0.029	$ 6,381	$ 0.030	$ 6,850	$ 0.033
			100,000		$ 6,036	$ 6,036	$ 0.060	$ 6,881	$ 0.069	$ 7,847	$ 0.078	$ 8,209	$ 0.082	$ 8,812	$ 0.088

City of Las Vegas
2010 BUILDING USER FEES

Building & Safety Department

Table No. 3-B PLAN CHECK VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:											
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor:		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*	
						1.00		*1.14*		*1.30*		*1.36*		*1.46*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			200		$ 77	$ 77	$ 0.198	$ 87	$ 0.225	$ 99	$ 0.257	$ 104	$ 0.269	$ 112	$ 0.288
			800		$ 195	$ 195	$ 0.153	$ 222	$ 0.174	$ 254	$ 0.198	$ 265	$ 0.207	$ 285	$ 0.223
81	I-3	Detention Facilities - TI	2,000	A	$ 378	$ 378	$ 0.107	$ 431	$ 0.122	$ 491	$ 0.139	$ 514	$ 0.146	$ 552	$ 0.157
			4,000		$ 593	$ 593	$ 0.086	$ 675	$ 0.098	$ 770	$ 0.112	$ 806	$ 0.117	$ 865	$ 0.126
			10,000		$ 1,110	$ 1,110	$ 0.111	$ 1,265	$ 0.127	$ 1,443	$ 0.144	$ 1,510	$ 0.151	$ 1,621	$ 0.162
			250		$ 120	$ 120	$ 0.285	$ 137	$ 0.325	$ 156	$ 0.371	$ 163	$ 0.388	$ 175	$ 0.416
			1,000		$ 334	$ 334	$ 0.179	$ 380	$ 0.204	$ 434	$ 0.233	$ 454	$ 0.244	$ 487	$ 0.262
82	I-4	Day Care Facility - Complete	2,500	A	$ 603	$ 603	$ 0.158	$ 687	$ 0.180	$ 783	$ 0.205	$ 819	$ 0.215	$ 880	$ 0.231
			5,000		$ 998	$ 998	$ 0.159	$ 1,137	$ 0.181	$ 1,297	$ 0.206	$ 1,357	$ 0.216	$ 1,456	$ 0.232
			12,500		$ 2,189	$ 2,189	$ 0.175	$ 2,495	$ 0.200	$ 2,845	$ 0.228	$ 2,977	$ 0.238	$ 3,196	$ 0.256
			250		$ 120	$ 120	$ 0.223	$ 137	$ 0.254	$ 157	$ 0.290	$ 164	$ 0.303	$ 176	$ 0.325
			1,000		$ 288	$ 288	$ 0.156	$ 328	$ 0.178	$ 374	$ 0.203	$ 391	$ 0.212	$ 420	$ 0.228
83	I-4	Day Care Facility - Shell	2,500	A	$ 521	$ 521	$ 0.127	$ 594	$ 0.145	$ 678	$ 0.165	$ 709	$ 0.173	$ 761	$ 0.185
			5,000		$ 839	$ 839	$ 0.127	$ 956	$ 0.145	$ 1,090	$ 0.165	$ 1,141	$ 0.173	$ 1,225	$ 0.185
			12,500		$ 1,791	$ 1,791	$ 0.143	$ 2,042	$ 0.163	$ 2,329	$ 0.186	$ 2,436	$ 0.195	$ 2,615	$ 0.209
			100		$ 30	$ 30	$ 0.155	$ 34	$ 0.177	$ 39	$ 0.202	$ 41	$ 0.211	$ 44	$ 0.226
			400		$ 77	$ 77	$ 0.088	$ 87	$ 0.100	$ 99	$ 0.114	$ 104	$ 0.119	$ 112	$ 0.128
84	I-4	Day Care Facility - TI	1,000	A	$ 129	$ 129	$ 0.083	$ 147	$ 0.094	$ 168	$ 0.107	$ 175	$ 0.112	$ 188	$ 0.120
			2,000		$ 212	$ 212	$ 0.063	$ 241	$ 0.072	$ 275	$ 0.082	$ 288	$ 0.086	$ 309	$ 0.092
			5,000		$ 401	$ 401	$ 0.080	$ 457	$ 0.091	$ 521	$ 0.104	$ 545	$ 0.109	$ 585	$ 0.117
			500		$ 111	$ 111	$ 0.132	$ 126	$ 0.150	$ 144	$ 0.171	$ 150	$ 0.179	$ 161	$ 0.192
			2,000		$ 308	$ 308	$ 0.086	$ 351	$ 0.098	$ 400	$ 0.112	$ 419	$ 0.117	$ 450	$ 0.126
85	S-1	Storage (Combustable - not S-2) - Complete	5,000	A	$ 567	$ 567	$ 0.068	$ 646	$ 0.077	$ 737	$ 0.088	$ 771	$ 0.092	$ 828	$ 0.099
			10,000		$ 906	$ 906	$ 0.068	$ 1,033	$ 0.077	$ 1,178	$ 0.088	$ 1,232	$ 0.092	$ 1,322	$ 0.099
			25,000		$ 1,921	$ 1,921	$ 0.077	$ 2,190	$ 0.088	$ 2,497	$ 0.100	$ 2,612	$ 0.104	$ 2,804	$ 0.112
			500		$ 85	$ 85	$ 0.102	$ 97	$ 0.116	$ 111	$ 0.132	$ 116	$ 0.138	$ 124	$ 0.148
			2,000		$ 238	$ 238	$ 0.068	$ 271	$ 0.078	$ 309	$ 0.089	$ 323	$ 0.093	$ 347	$ 0.100
86	S-1	Storage (Combustable - not S-2) - Shell	5,000	A	$ 443	$ 443	$ 0.049	$ 504	$ 0.056	$ 575	$ 0.064	$ 602	$ 0.067	$ 646	$ 0.072
			10,000		$ 688	$ 688	$ 0.048	$ 784	$ 0.055	$ 894	$ 0.063	$ 935	$ 0.066	$ 1,004	$ 0.071
			25,000		$ 1,413	$ 1,413	$ 0.057	$ 1,610	$ 0.064	$ 1,836	$ 0.073	$ 1,921	$ 0.077	$ 2,062	$ 0.082
			100		$ 14	$ 14	$ 0.085	$ 15	$ 0.097	$ 18	$ 0.111	$ 18	$ 0.116	$ 20	$ 0.124
			400		$ 39	$ 39	$ 0.050	$ 44	$ 0.057	$ 51	$ 0.065	$ 53	$ 0.068	$ 57	$ 0.073
87	S-1	Storage (Combustable - not S-2) - TI	1,000	A	$ 69	$ 69	$ 0.030	$ 79	$ 0.034	$ 90	$ 0.039	$ 94	$ 0.041	$ 101	$ 0.044
			2,000		$ 99	$ 99	$ 0.030	$ 113	$ 0.034	$ 129	$ 0.038	$ 135	$ 0.040	$ 145	$ 0.043
			5,000		$ 188	$ 188	$ 0.038	$ 214	$ 0.043	$ 244	$ 0.049	$ 255	$ 0.051	$ 274	$ 0.055
			5,000		$ 821	$ 821	$ 0.071	$ 936	$ 0.081	$ 1,068	$ 0.092	$ 1,117	$ 0.096	$ 1,199	$ 0.103
			20,000		$ 1,881	$ 1,881	$ 0.036	$ 2,145	$ 0.041	$ 2,446	$ 0.047	$ 2,559	$ 0.049	$ 2,747	$ 0.052
88	S-1	Repair Garage / Service Station - Complete	50,000	A	$ 2,958	$ 2,958	$ 0.055	$ 3,372	$ 0.063	$ 3,845	$ 0.072	$ 4,023	$ 0.075	$ 4,319	$ 0.081
			100,000		$ 5,721	$ 5,721	$ 0.012	$ 6,522	$ 0.013	$ 7,437	$ 0.015	$ 7,781	$ 0.016	$ 8,353	$ 0.017
			250,000		$ 7,454	$ 7,454	$ 0.030	$ 8,498	$ 0.034	$ 9,690	$ 0.039	$ 10,138	$ 0.041	$ 10,883	$ 0.044

City of Las Vegas
2010 BUILDING USER FEES

Building & Safety Department

Table No. 3-B PLAN CHECK VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT:*									
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor:		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*	
						1.00		*1.14*		*1.30*		*1.36*		*1.46*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			500		$ 647	$ 647	$ 0.126	$ 738	$ 0.144	$ 841	$ 0.164	$ 880	$ 0.172	$ 945	$ 0.184
			2,000		$ 837	$ 837	$ 0.105	$ 954	$ 0.120	$ 1,088	$ 0.137	$ 1,138	$ 0.143	$ 1,221	$ 0.153
89	S-1	Repair Garage / Service Station - Shell	5,000	A	$ 1,152	$ 1,152	$ 0.108	$ 1,313	$ 0.123	$ 1,497	$ 0.141	$ 1,566	$ 0.147	$ 1,681	$ 0.158
			10,000		$ 1,693	$ 1,693	$ 0.032	$ 1,930	$ 0.037	$ 2,201	$ 0.042	$ 2,303	$ 0.044	$ 2,472	$ 0.047
			25,000		$ 2,175	$ 2,175	$ 0.087	$ 2,479	$ 0.099	$ 2,827	$ 0.113	$ 2,958	$ 0.118	$ 3,175	$ 0.127
			100		$ 23	$ 23	$ 0.135	$ 26	$ 0.154	$ 29	$ 0.176	$ 31	$ 0.184	$ 33	$ 0.197
			400		$ 63	$ 63	$ 0.065	$ 72	$ 0.074	$ 82	$ 0.085	$ 86	$ 0.088	$ 92	$ 0.095
90	S-1	Repair Garage / Service Station - TI	1,000	A	$ 102	$ 102	$ 0.066	$ 116	$ 0.075	$ 133	$ 0.086	$ 139	$ 0.090	$ 149	$ 0.096
			2,000		$ 168	$ 168	$ 0.056	$ 192	$ 0.064	$ 218	$ 0.073	$ 228	$ 0.076	$ 245	$ 0.082
			5,000		$ 336	$ 336	$ 0.067	$ 383	$ 0.077	$ 437	$ 0.087	$ 457	$ 0.091	$ 491	$ 0.098
			500		$ 119	$ 119	$ 0.141	$ 135	$ 0.161	$ 154	$ 0.183	$ 161	$ 0.192	$ 173	$ 0.206
			2,000		$ 330	$ 330	$ 0.093	$ 376	$ 0.105	$ 429	$ 0.120	$ 449	$ 0.126	$ 482	$ 0.135
91	S-2	Storage (Non-Combustable - not S-1) - Complete	5,000	A	$ 608	$ 608	$ 0.073	$ 693	$ 0.083	$ 790	$ 0.094	$ 826	$ 0.099	$ 887	$ 0.106
			10,000		$ 971	$ 971	$ 0.073	$ 1,106	$ 0.083	$ 1,262	$ 0.094	$ 1,320	$ 0.099	$ 1,417	$ 0.106
			25,000		$ 2,058	$ 2,058	$ 0.082	$ 2,346	$ 0.094	$ 2,675	$ 0.107	$ 2,799	$ 0.112	$ 3,005	$ 0.120
			500		$ 85	$ 85	$ 0.102	$ 97	$ 0.116	$ 111	$ 0.132	$ 116	$ 0.138	$ 124	$ 0.148
			2,000		$ 238	$ 238	$ 0.068	$ 271	$ 0.078	$ 309	$ 0.089	$ 323	$ 0.093	$ 347	$ 0.100
92	S-2	Storage (Non-Combustable - not S-1) - Shell	5,000	A	$ 443	$ 443	$ 0.049	$ 504	$ 0.056	$ 575	$ 0.064	$ 602	$ 0.067	$ 646	$ 0.072
			10,000		$ 688	$ 688	$ 0.048	$ 784	$ 0.055	$ 894	$ 0.063	$ 935	$ 0.066	$ 1,004	$ 0.071
			25,000		$ 1,413	$ 1,413	$ 0.057	$ 1,610	$ 0.064	$ 1,836	$ 0.073	$ 1,921	$ 0.077	$ 2,062	$ 0.082
			100		$ 14	$ 14	$ 0.095	$ 15	$ 0.097	$ 18	$ 0.111	$ 18	$ 0.116	$ 20	$ 0.124
			400		$ 39	$ 39	$ 0.050	$ 44	$ 0.057	$ 51	$ 0.065	$ 53	$ 0.068	$ 57	$ 0.073
93	S-2	Storage (Non-Combustable - not S-1) - TI	1,000	A	$ 69	$ 69	$ 0.030	$ 79	$ 0.034	$ 90	$ 0.039	$ 94	$ 0.041	$ 101	$ 0.044
			2,000		$ 99	$ 99	$ 0.030	$ 113	$ 0.034	$ 129	$ 0.038	$ 135	$ 0.040	$ 145	$ 0.043
			5,000		$ 188	$ 188	$ 0.038	$ 214	$ 0.043	$ 244	$ 0.049	$ 255	$ 0.051	$ 274	$ 0.055
			3,000		$ 452	$ 452	$ 0.066	$ 516	$ 0.076	$ 588	$ 0.086	$ 615	$ 0.090	$ 660	$ 0.097
			12,000		$ 1,050	$ 1,050	$ 0.071	$ 1,197	$ 0.080	$ 1,365	$ 0.092	$ 1,428	$ 0.096	$ 1,533	$ 0.103
94	S-2	Parking Garage - Complete	30,000	A	$ 2,320	$ 2,320	$ 0.071	$ 2,645	$ 0.080	$ 3,016	$ 0.092	$ 3,155	$ 0.096	$ 3,387	$ 0.103
			60,000		$ 4,435	$ 4,435	$ 0.043	$ 5,056	$ 0.049	$ 5,766	$ 0.056	$ 6,032	$ 0.058	$ 6,475	$ 0.062
			150,000		$ 8,281	$ 8,281	$ 0.055	$ 9,440	$ 0.063	$ 10,765	$ 0.072	$ 11,262	$ 0.075	$ 12,090	$ 0.081
			200		$ 41	$ 41	$ 0.088	$ 46	$ 0.100	$ 53	$ 0.114	$ 55	$ 0.119	$ 59	$ 0.128
			800		$ 93	$ 93	$ 0.063	$ 106	$ 0.071	$ 121	$ 0.081	$ 126	$ 0.085	$ 136	$ 0.091
95	U	Utility Structure (without MPE's)	2,000	A	$ 168	$ 168	$ 0.059	$ 192	$ 0.067	$ 218	$ 0.076	$ 228	$ 0.080	$ 245	$ 0.085
			4,000		$ 285	$ 285	$ 0.042	$ 325	$ 0.048	$ 371	$ 0.055	$ 388	$ 0.057	$ 416	$ 0.061
			10,000		$ 537	$ 537	$ 0.054	$ 612	$ 0.061	$ 698	$ 0.070	$ 730	$ 0.073	$ 784	$ 0.078
			200		$ 41	$ 41	$ 0.088	$ 46	$ 0.100	$ 53	$ 0.114	$ 55	$ 0.119	$ 59	$ 0.128
			800		$ 93	$ 93	$ 0.063	$ 106	$ 0.071	$ 121	$ 0.081	$ 126	$ 0.085	$ 136	$ 0.091
96	U	Utility Structure (with MPE's)	2,000	A	$ 168	$ 168	$ 0.059	$ 192	$ 0.067	$ 218	$ 0.076	$ 228	$ 0.080	$ 245	$ 0.085
			4,000		$ 285	$ 285	$ 0.042	$ 325	$ 0.048	$ 371	$ 0.055	$ 388	$ 0.057	$ 416	$ 0.061
			10,000		$ 537	$ 537	$ 0.054	$ 612	$ 0.061	$ 698	$ 0.070	$ 730	$ 0.073	$ 784	$ 0.078

City of Las Vegas
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Building & Safety Department

Table No. 3-B PLAN CHECK VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:									
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor:		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*	
						1.00		*1.14*		*1.30*		*1.36*		*1.46*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			1,000		$ 300	$ 300	$ 0.151	$ 342	$ 0.172	$ 390	$ 0.196	$ 408	$ 0.205	$ 438	$ 0.220
			4,000		$ 753	$ 753	$ 0.110	$ 858	$ 0.125	$ 979	$ 0.143	$ 1,024	$ 0.150	$ 1,099	$ 0.161
97	M	Mercantile / Store - Complete	10,000	A	$ 1,413	$ 1,413	$ 0.119	$ 1,610	$ 0.135	$ 1,836	$ 0.154	$ 1,921	$ 0.161	$ 2,062	$ 0.173
			20,000		$ 2,598	$ 2,598	$ 0.097	$ 2,962	$ 0.110	$ 3,378	$ 0.125	$ 3,534	$ 0.131	$ 3,794	$ 0.141
			50,000		$ 5,494	$ 5,494	$ 0.110	$ 6,263	$ 0.125	$ 7,142	$ 0.143	$ 7,472	$ 0.149	$ 8,021	$ 0.160
			1,000		$ 261	$ 261	$ 0.116	$ 298	$ 0.133	$ 339	$ 0.151	$ 355	$ 0.158	$ 381	$ 0.170
			4,000		$ 610	$ 610	$ 0.094	$ 696	$ 0.107	$ 794	$ 0.123	$ 830	$ 0.128	$ 891	$ 0.138
98	M	Mercantile / Store - Shell	10,000	A	$ 1,176	$ 1,176	$ 0.072	$ 1,341	$ 0.082	$ 1,529	$ 0.094	$ 1,599	$ 0.098	$ 1,717	$ 0.105
			20,000		$ 1,896	$ 1,896	$ 0.063	$ 2,162	$ 0.072	$ 2,465	$ 0.082	$ 2,579	$ 0.086	$ 2,769	$ 0.092
			50,000		$ 3,796	$ 3,796	$ 0.076	$ 4,328	$ 0.087	$ 4,935	$ 0.099	$ 5,163	$ 0.103	$ 5,543	$ 0.111
			100		$ 20	$ 20	$ 0.145	$ 22	$ 0.165	$ 25	$ 0.189	$ 27	$ 0.197	$ 28	$ 0.212
			400		$ 63	$ 63	$ 0.050	$ 72	$ 0.057	$ 82	$ 0.065	$ 86	$ 0.068	$ 92	$ 0.073
99	M	Mercantile / Store - TI	1,000	A	$ 93	$ 93	$ 0.051	$ 106	$ 0.058	$ 121	$ 0.066	$ 126	$ 0.069	$ 136	$ 0.074
			2,000		$ 144	$ 144	$ 0.047	$ 164	$ 0.054	$ 187	$ 0.061	$ 196	$ 0.064	$ 210	$ 0.069
			5,000		$ 285	$ 285	$ 0.057	$ 325	$ 0.065	$ 371	$ 0.074	$ 388	$ 0.078	$ 416	$ 0.083
			5,000		$ 837	$ 837	$ 0.118	$ 954	$ 0.135	$ 1,088	$ 0.154	$ 1,138	$ 0.161	$ 1,222	$ 0.173
			20,000		$ 2,612	$ 2,612	$ 0.105	$ 2,977	$ 0.119	$ 3,395	$ 0.136	$ 3,552	$ 0.142	$ 3,813	$ 0.153
100	M	Mercantile / Store: High rise - Complete	50,000	A	$ 5,750	$ 5,750	$ 0.110	$ 6,555	$ 0.126	$ 7,475	$ 0.143	$ 7,820	$ 0.150	$ 8,395	$ 0.161
			100,000		$ 11,267	$ 11,267	$ 0.032	$ 12,845	$ 0.037	$ 14,647	$ 0.042	$ 15,323	$ 0.044	$ 16,450	$ 0.047
			250,000		$ 16,098	$ 16,098	$ 0.064	$ 18,352	$ 0.073	$ 20,927	$ 0.084	$ 21,893	$ 0.088	$ 23,503	$ 0.094
			5,000		$ 600	$ 600	$ 0.079	$ 684	$ 0.090	$ 780	$ 0.102	$ 816	$ 0.107	$ 876	$ 0.115
			20,000		$ 1,781	$ 1,781	$ 0.079	$ 2,031	$ 0.090	$ 2,316	$ 0.102	$ 2,423	$ 0.107	$ 2,601	$ 0.115
101	M	Mercantile / Store: Highrise - Shell	50,000	A	$ 4,146	$ 4,146	$ 0.079	$ 4,727	$ 0.090	$ 5,390	$ 0.102	$ 5,639	$ 0.107	$ 6,054	$ 0.115
			100,000		$ 8,088	$ 8,088	$ 0.035	$ 9,220	$ 0.040	$ 10,514	$ 0.046	$ 10,999	$ 0.048	$ 11,808	$ 0.052
			250,000		$ 13,382	$ 13,382	$ 0.054	$ 15,256	$ 0.061	$ 17,397	$ 0.070	$ 18,200	$ 0.073	$ 19,538	$ 0.078
			200		$ 29	$ 29	$ 0.071	$ 33	$ 0.081	$ 37	$ 0.092	$ 39	$ 0.096	$ 42	$ 0.103
			800		$ 71	$ 71	$ 0.041	$ 81	$ 0.046	$ 93	$ 0.053	$ 97	$ 0.055	$ 104	$ 0.059
102	M	Mercantile / Store: Highrise - TI	2,000	A	$ 120	$ 120	$ 0.045	$ 137	$ 0.051	$ 156	$ 0.059	$ 163	$ 0.061	$ 175	$ 0.066
			4,000		$ 210	$ 210	$ 0.029	$ 239	$ 0.033	$ 273	$ 0.037	$ 286	$ 0.039	$ 307	$ 0.042
			10,000		$ 383	$ 383	$ 0.038	$ 436	$ 0.044	$ 497	$ 0.050	$ 520	$ 0.052	$ 558	$ 0.056
			5,000		$ 1,152	$ 1,152	$ 0.114	$ 1,313	$ 0.130	$ 1,498	$ 0.148	$ 1,567	$ 0.155	$ 1,682	$ 0.167
			20,000		$ 2,865	$ 2,865	$ 0.068	$ 3,266	$ 0.077	$ 3,724	$ 0.088	$ 3,896	$ 0.092	$ 4,183	$ 0.099
103	A-4	Arena	50,000	A	$ 4,904	$ 4,904	$ 0.127	$ 5,591	$ 0.145	$ 6,376	$ 0.166	$ 6,670	$ 0.173	$ 7,160	$ 0.186
			100,000		$ 11,273	$ 11,273	$ 0.024	$ 12,851	$ 0.027	$ 14,655	$ 0.031	$ 15,331	$ 0.033	$ 16,458	$ 0.035
			250,000		$ 14,890	$ 14,890	$ 0.060	$ 16,975	$ 0.068	$ 19,357	$ 0.077	$ 20,251	$ 0.081	$ 21,740	$ 0.087
			5,000		$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			20,000		$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
104	A-5	Amusement Park Structure: Deposit (Fees based on actual time @	50,000	A	$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			100,000		$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			250,000		$ 160	$ 160	$ 0.001	$ 182	$ 0.001	$ 208	$ 0.001	$ 218	$ 0.001	$ 234	$ 0.001

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Table No. 3-B PLAN CHECK VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:									
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor:		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*	
						1.00		*1.14*		*1.30*		*1.36*		*1.46*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			10,000		$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			40,000		$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
105	A-5	Stadium: Deposit (Fees based on actual time @ staff houly rates)	100,000	A	$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			200,000		$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			500,000		$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			200		$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			800		$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
106	CSR	Commercial TI - Structural Review Add-on	2,000	A	$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			4,000		$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			10,000		$ 160	$ 160	$ 0.016	$ 182	$ 0.018	$ 208	$ 0.021	$ 218	$ 0.022	$ 234	$ 0.023
			200		$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			500		$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
107	RSR	Residential Remodel / Addition - Structural Review Add-on	1,000	A	$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			1,400		$ 160	$ 160	$ -	$ 182	$ -	$ 208	$ -	$ 218	$ -	$ 234	$ -
			2,000		$ 160	$ 160	$ 0.080	$ 182	$ 0.091	$ 208	$ 0.104	$ 218	$ 0.109	$ 234	$ 0.117
			10,000		$ 383	$ 383	$ 0.020	$ 436	$ 0.023	$ 497	$ 0.026	$ 520	$ 0.028	$ 558	$ 0.030
			40,000		$ 990	$ 990	$ 0.020	$ 1,129	$ 0.022	$ 1,287	$ 0.026	$ 1,346	$ 0.027	$ 1,445	$ 0.029
108	M	Mercantile / Store: Highrise - TI (tier 2)	100,000	A	$ 2,169	$ 2,169	$ 0.011	$ 2,472	$ 0.012	$ 2,819	$ 0.014	$ 2,950	$ 0.015	$ 3,166	$ 0.016
			200,000		$ 3,264	$ 3,264	$ 0.003	$ 3,720	$ 0.003	$ 4,243	$ 0.003	$ 4,438	$ 0.003	$ 4,765	$ 0.004
			500,000		$ 4,023	$ 4,023	$ 0.008	$ 4,586	$ 0.009	$ 5,229	$ 0.010	$ 5,471	$ 0.011	$ 5,873	$ 0.012
			5,000		$ 238	$ 238	$ 0.024	$ 271	$ 0.027	$ 309	$ 0.031	$ 323	$ 0.033	$ 347	$ 0.035
			20,000		$ 598	$ 598	$ 0.020	$ 681	$ 0.022	$ 777	$ 0.026	$ 813	$ 0.027	$ 872	$ 0.029
109	M	Mercantile / Store: Non-Highrise - TI (tier 2)	50,000	A	$ 1,186	$ 1,186	$ 0.020	$ 1,352	$ 0.022	$ 1,542	$ 0.026	$ 1,613	$ 0.027	$ 1,732	$ 0.029
			100,000		$ 2,169	$ 2,169	$ 0.005	$ 2,472	$ 0.006	$ 2,819	$ 0.007	$ 2,950	$ 0.007	$ 3,166	$ 0.007
			250,000		$ 2,928	$ 2,928	$ 0.012	$ 3,338	$ 0.013	$ 3,807	$ 0.015	$ 3,982	$ 0.016	$ 4,275	$ 0.017
			-		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			-		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
110	-	0	-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			-		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			-		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

City of Las Vegas
2010 BUILDING USER FEES

Building & Safety Department

Table No. 3-C PERMIT/INSPECTION VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:											
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B			
						Relative Effort Factor:		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*			
						1.00		*1.14*		*1.30*		*1.36*		*1.46*			
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF		
			1,000		$ 855	$ 855	$ 0.395	$ 975	$ 0.450	$ 1,112	$ 0.513	$ 1,163	$ 0.537	$ 1,248	$ 0.576		
			4,000		$ 2,039	$ 2,039	$ 0.373	$ 2,324	$ 0.425	$ 2,650	$ 0.484	$ 2,773	$ 0.507	$ 2,977	$ 0.544		
1	A-1	Assembly Group: Theaters (Plays) - Complete	10,000	A	$ 4,274	$ 4,274	$ 0.372	$ 4,872	$ 0.424	$ 5,556	$ 0.484	$ 5,812	$ 0.506	$ 6,240	$ 0.543		
			20,000		$ 7,996	$ 7,996	$ 0.321	$ 9,116	$ 0.366	$ 10,395	$ 0.418	$ 10,875	$ 0.437	$ 11,675	$ 0.469		
			50,000		$ 17,634	$ 17,634	$ 0.353	$ 20,103	$ 0.402	$ 22,924	$ 0.458	$ 23,982	$ 0.480	$ 25,746	$ 0.515		
			1,000		$ 743	$ 743	$ 0.288	$ 846	$ 0.328	$ 965	$ 0.374	$ 1,010	$ 0.391	$ 1,084	$ 0.420		
			4,000		$ 1,605	$ 1,605	$ 0.274	$ 1,830	$ 0.312	$ 2,087	$ 0.356	$ 2,183	$ 0.372	$ 2,344	$ 0.399		
2	A-1	Assembly Group: Theaters - Shell	10,000	A	$ 3,246	$ 3,246	$ 0.274	$ 3,701	$ 0.312	$ 4,220	$ 0.356	$ 4,415	$ 0.373	$ 4,740	$ 0.400		
			20,000		$ 5,986	$ 5,986	$ 0.254	$ 6,824	$ 0.289	$ 7,781	$ 0.330	$ 8,141	$ 0.345	$ 8,739	$ 0.370		
			50,000		$ 13,592	$ 13,592	$ 0.272	$ 15,494	$ 0.310	$ 17,669	$ 0.353	$ 18,485	$ 0.370	$ 19,844	$ 0.397		
			250		$ 180	$ 180	$ 0.155	$ 205	$ 0.177	$ 234	$ 0.202	$ 245	$ 0.211	$ 263	$ 0.226		
			1,000		$ 296	$ 296	$ 0.160	$ 338	$ 0.182	$ 385	$ 0.208	$ 403	$ 0.218	$ 433	$ 0.234		
3	A-1	Assembly Group: Theaters - TI	2,500	A	$ 536	$ 536	$ 0.117	$ 611	$ 0.133	$ 697	$ 0.152	$ 729	$ 0.159	$ 783	$ 0.171		
			5,000		$ 829	$ 829	$ 0.081	$ 945	$ 0.093	$ 1,077	$ 0.106	$ 1,127	$ 0.111	$ 1,210	$ 0.119		
			12,500		$ 1,439	$ 1,439	$ 0.115	$ 1,640	$ 0.131	$ 1,870	$ 0.150	$ 1,957	$ 0.157	$ 2,101	$ 0.168		
			2,000		$ 1,330	$ 1,330	$ 0.390	$ 1,516	$ 0.445	$ 1,729	$ 0.508	$ 1,809	$ 0.531	$ 1,942	$ 0.570		
			8,000		$ 3,673	$ 3,673	$ 0.390	$ 4,187	$ 0.445	$ 4,774	$ 0.507	$ 4,995	$ 0.531	$ 5,362	$ 0.570		
4	A-2	Assembly Group: Casino / Banquet Hall - Complete	20,000	A	$ 8,356	$ 8,356	$ 0.390	$ 9,526	$ 0.445	$ 10,863	$ 0.508	$ 11,365	$ 0.531	$ 12,200	$ 0.570		
			40,000		$ 16,165	$ 16,165	$ 0.304	$ 18,428	$ 0.346	$ 21,015	$ 0.395	$ 21,984	$ 0.413	$ 23,601	$ 0.443		
			100,000		$ 34,387	$ 34,387	$ 0.344	$ 39,201	$ 0.392	$ 44,703	$ 0.447	$ 46,766	$ 0.468	$ 50,205	$ 0.502		
			2,000		$ 1,174	$ 1,174	$ 0.312	$ 1,338	$ 0.356	$ 1,526	$ 0.406	$ 1,596	$ 0.425	$ 1,714	$ 0.456		
			8,000		$ 3,048	$ 3,048	$ 0.267	$ 3,474	$ 0.304	$ 3,962	$ 0.347	$ 4,145	$ 0.363	$ 4,449	$ 0.390		
5	A-2	Assembly Group: Casino / Banquet Hall - Shell	20,000	A	$ 6,251	$ 6,251	$ 0.287	$ 7,127	$ 0.328	$ 8,127	$ 0.374	$ 8,502	$ 0.391	$ 9,127	$ 0.420		
			40,000		$ 11,999	$ 11,999	$ 0.131	$ 13,679	$ 0.149	$ 15,599	$ 0.170	$ 16,319	$ 0.178	$ 17,519	$ 0.191		
			100,000		$ 19,832	$ 19,832	$ 0.198	$ 22,608	$ 0.226	$ 25,781	$ 0.258	$ 26,971	$ 0.270	$ 28,954	$ 0.290		
			500		$ 230	$ 230	$ 0.168	$ 262	$ 0.192	$ 299	$ 0.219	$ 313	$ 0.229	$ 336	$ 0.245		
			2,000		$ 483	$ 483	$ 0.183	$ 550	$ 0.208	$ 627	$ 0.237	$ 656	$ 0.248	$ 704	$ 0.267		
6	A-2	Assembly Group: Casino / Banquet Hall - TI	5,000	A	$ 1,031	$ 1,031	$ 0.107	$ 1,175	$ 0.122	$ 1,340	$ 0.139	$ 1,401	$ 0.146	$ 1,505	$ 0.156		
			10,000		$ 1,566	$ 1,566	$ 0.091	$ 1,785	$ 0.104	$ 2,036	$ 0.118	$ 2,130	$ 0.124	$ 2,286	$ 0.133		
			25,000		$ 2,931	$ 2,931	$ 0.117	$ 3,341	$ 0.134	$ 3,810	$ 0.152	$ 3,986	$ 0.159	$ 4,279	$ 0.171		
			1,000		$ 1,137	$ 1,137	$ 0.552	$ 1,296	$ 0.629	$ 1,478	$ 0.718	$ 1,546	$ 0.751	$ 1,660	$ 0.806		
			4,000		$ 2,793	$ 2,793	$ 0.367	$ 3,184	$ 0.418	$ 3,631	$ 0.477	$ 3,798	$ 0.499	$ 4,078	$ 0.536		
7	A-2	Assembly Group: Nightclub / Restaurant - Complete	10,000	A	$ 4,994	$ 4,994	$ 0.369	$ 5,693	$ 0.421	$ 6,492	$ 0.480	$ 6,792	$ 0.502	$ 7,291	$ 0.539		
			20,000		$ 8,684	$ 8,684	$ 0.318	$ 9,899	$ 0.362	$ 11,289	$ 0.413	$ 11,810	$ 0.432	$ 12,678	$ 0.464		
			50,000		$ 18,217	$ 18,217	$ 0.364	$ 20,767	$ 0.415	$ 23,682	$ 0.474	$ 24,775	$ 0.496	$ 26,597	$ 0.532		
			1,000		$ 939	$ 939	$ 0.344	$ 1,071	$ 0.393	$ 1,221	$ 0.448	$ 1,278	$ 0.468	$ 1,372	$ 0.503		
			4,000		$ 1,973	$ 1,973	$ 0.355	$ 2,249	$ 0.405	$ 2,564	$ 0.462	$ 2,683	$ 0.483	$ 2,880	$ 0.519		
8	A-2	Assembly Group: Nightclub / Restaurant - Shell	10,000	A	$ 4,104	$ 4,104	$ 0.356	$ 4,678	$ 0.405	$ 5,335	$ 0.462	$ 5,581	$ 0.483	$ 5,991	$ 0.519		
			20,000		$ 7,659	$ 7,659	$ 0.150	$ 8,731	$ 0.171	$ 9,956	$ 0.195	$ 10,416	$ 0.204	$ 11,182	$ 0.219		
			50,000		$ 12,169	$ 12,169	$ 0.243	$ 13,872	$ 0.277	$ 15,819	$ 0.316	$ 16,549	$ 0.331	$ 17,766	$ 0.355		

City of Las Vegas
2010 BUILDING USER FEES

Building & Safety Department

Table No. 3-C PERMIT/INSPECTION VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:									
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor: 1.00		*Relative Effort Factor:* 1.14		*Relative Effort Factor:* 1.30		*Relative Effort Factor:* 1.36		*Relative Effort Factor:* 1.46	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			500		$ 248	$ 248	$ 0.255	$ 282	$ 0.291	$ 322	$ 0.332	$ 337	$ 0.347	$ 361	$ 0.372
			2,000		$ 630	$ 630	$ 0.161	$ 718	$ 0.183	$ 819	$ 0.209	$ 857	$ 0.218	$ 920	$ 0.234
9	A-2	Assembly Group: Nightclub / Restaurant - TI	5,000	A	$ 1,112	$ 1,112	$ 0.114	$ 1,267	$ 0.130	$ 1,445	$ 0.148	$ 1,512	$ 0.155	$ 1,623	$ 0.166
			10,000		$ 1,682	$ 1,682	$ 0.102	$ 1,917	$ 0.117	$ 2,186	$ 0.133	$ 2,287	$ 0.139	$ 2,455	$ 0.150
			25,000		$ 3,218	$ 3,218	$ 0.129	$ 3,668	$ 0.147	$ 4,183	$ 0.167	$ 4,376	$ 0.175	$ 4,698	$ 0.188
			500		$ 614	$ 614	$ 0.742	$ 700	$ 0.846	$ 798	$ 0.964	$ 835	$ 1.009	$ 896	$ 1.083
			2,000		$ 1,727	$ 1,727	$ 0.349	$ 1,968	$ 0.397	$ 2,244	$ 0.453	$ 2,348	$ 0.474	$ 2,521	$ 0.509
10	B	Restaurant (<50 occ.) - Complete	5,000	A	$ 2,773	$ 2,773	$ 0.444	$ 3,161	$ 0.506	$ 3,604	$ 0.578	$ 3,771	$ 0.604	$ 4,048	$ 0.649
			10,000		$ 4,994	$ 4,994	$ 0.382	$ 5,693	$ 0.436	$ 6,492	$ 0.497	$ 6,792	$ 0.520	$ 7,291	$ 0.558
			25,000		$ 10,727	$ 10,727	$ 0.429	$ 12,229	$ 0.489	$ 13,945	$ 0.558	$ 14,589	$ 0.584	$ 15,662	$ 0.626
			500		$ 536	$ 536	$ 0.485	$ 611	$ 0.553	$ 697	$ 0.631	$ 729	$ 0.660	$ 783	$ 0.708
			2,000		$ 1,264	$ 1,264	$ 0.355	$ 1,441	$ 0.404	$ 1,643	$ 0.461	$ 1,719	$ 0.482	$ 1,845	$ 0.518
11	B	Restaurant (<50 occ.) - Shell	5,000	A	$ 2,328	$ 2,328	$ 0.290	$ 2,653	$ 0.330	$ 3,026	$ 0.376	$ 3,165	$ 0.394	$ 3,398	$ 0.423
			10,000		$ 3,775	$ 3,775	$ 0.252	$ 4,304	$ 0.287	$ 4,908	$ 0.327	$ 5,135	$ 0.342	$ 5,512	$ 0.367
			25,000		$ 7,551	$ 7,551	$ 0.302	$ 8,608	$ 0.344	$ 9,816	$ 0.393	$ 10,269	$ 0.411	$ 11,024	$ 0.441
			250		$ 227	$ 227	$ 0.232	$ 258	$ 0.264	$ 294	$ 0.302	$ 308	$ 0.316	$ 331	$ 0.339
			1,000		$ 401	$ 401	$ 0.215	$ 457	$ 0.245	$ 521	$ 0.280	$ 545	$ 0.292	$ 585	$ 0.314
12	B	Restaurant (<50 occ.) - TI	2,500	A	$ 723	$ 723	$ 0.155	$ 824	$ 0.177	$ 940	$ 0.202	$ 983	$ 0.211	$ 1,056	$ 0.227
			5,000		$ 1,112	$ 1,112	$ 0.111	$ 1,267	$ 0.126	$ 1,445	$ 0.144	$ 1,512	$ 0.151	$ 1,623	$ 0.162
			12,500		$ 1,943	$ 1,943	$ 0.155	$ 2,214	$ 0.177	$ 2,525	$ 0.202	$ 2,642	$ 0.211	$ 2,836	$ 0.227
	B	Offices, etc. - Complete	500		$ 536	$ 536	$ 0.591	$ 611	$ 0.673	$ 697	$ 0.768	$ 729	$ 0.803	$ 783	$ 0.863
	"	"	2,000		$ 1,422	$ 1,422	$ 0.309	$ 1,622	$ 0.352	$ 1,849	$ 0.402	$ 1,934	$ 0.421	$ 2,077	$ 0.451
15	"	"	5,000	A	$ 2,350	$ 2,350	$ 0.361	$ 2,679	$ 0.411	$ 3,055	$ 0.469	$ 3,196	$ 0.490	$ 3,431	$ 0.526
	"	"	10,000		$ 4,153	$ 4,153	$ 0.309	$ 4,734	$ 0.353	$ 5,398	$ 0.402	$ 5,647	$ 0.421	$ 6,063	$ 0.452
	"	"	25,000		$ 8,793	$ 8,793	$ 0.352	$ 10,024	$ 0.401	$ 11,431	$ 0.457	$ 11,958	$ 0.478	$ 12,838	$ 0.514
			500		$ 430	$ 430	$ 0.549	$ 490	$ 0.625	$ 559	$ 0.713	$ 585	$ 0.746	$ 628	$ 0.801
			2,000		$ 1,253	$ 1,253	$ 0.246	$ 1,428	$ 0.280	$ 1,629	$ 0.319	$ 1,704	$ 0.334	$ 1,829	$ 0.359
18	B	Offices, etc. - Shell	5,000	A	$ 1,990	$ 1,990	$ 0.289	$ 2,269	$ 0.329	$ 2,587	$ 0.375	$ 2,706	$ 0.392	$ 2,905	$ 0.421
			10,000		$ 3,433	$ 3,433	$ 0.247	$ 3,913	$ 0.281	$ 4,462	$ 0.321	$ 4,668	$ 0.336	$ 5,011	$ 0.360
			25,000		$ 7,136	$ 7,136	$ 0.285	$ 8,135	$ 0.325	$ 9,276	$ 0.371	$ 9,705	$ 0.388	$ 10,418	$ 0.417
			200		$ 216	$ 216	$ 0.155	$ 246	$ 0.177	$ 281	$ 0.202	$ 294	$ 0.211	$ 315	$ 0.226
			800		$ 309	$ 309	$ 0.193	$ 352	$ 0.219	$ 402	$ 0.250	$ 420	$ 0.262	$ 451	$ 0.281
19	B	Offices, etc. - TI	2,000	A	$ 540	$ 540	$ 0.147	$ 616	$ 0.168	$ 702	$ 0.191	$ 734	$ 0.200	$ 788	$ 0.215
			4,000		$ 834	$ 834	$ 0.106	$ 951	$ 0.120	$ 1,084	$ 0.137	$ 1,134	$ 0.143	$ 1,218	$ 0.154
			10,000		$ 1,467	$ 1,467	$ 0.147	$ 1,672	$ 0.167	$ 1,907	$ 0.191	$ 1,995	$ 0.200	$ 2,142	$ 0.214
			1,000		$ 1,061	$ 1,061	$ 0.515	$ 1,210	$ 0.587	$ 1,380	$ 0.670	$ 1,443	$ 0.701	$ 1,549	$ 0.752
			4,000		$ 2,607	$ 2,607	$ 0.398	$ 2,972	$ 0.454	$ 3,399	$ 0.517	$ 3,545	$ 0.541	$ 3,806	$ 0.581
20	B	Medical Offices - Complete	10,000	A	$ 4,994	$ 4,994	$ 0.392	$ 5,693	$ 0.446	$ 6,492	$ 0.509	$ 6,792	$ 0.533	$ 7,291	$ 0.572
			20,000		$ 8,910	$ 8,910	$ 0.310	$ 10,158	$ 0.354	$ 11,583	$ 0.403	$ 12,118	$ 0.422	$ 13,009	$ 0.453
			50,000		$ 18,217	$ 18,217	$ 0.364	$ 20,767	$ 0.415	$ 23,682	$ 0.474	$ 24,775	$ 0.496	$ 26,597	$ 0.532

City of Las Vegas
2010 BUILDING USER FEES

Building & Safety Department

Table No. 3-C PERMIT/INSPECTION VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:											
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B			
						Relative Effort Factor: 1.00		*Relative Effort Factor:* 1.14		*Relative Effort Factor:* 1.30		*Relative Effort Factor:* 1.36		*Relative Effort Factor:* 1.46			
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF		
			1,000		$ 839	$ 839	$ 0.376	$ 956	$ 0.429	$ 1,090	$ 0.489	$ 1,141	$ 0.512	$ 1,225	$ 0.549		
			4,000		$ 1,968	$ 1,968	$ 0.356	$ 2,243	$ 0.406	$ 2,558	$ 0.463	$ 2,676	$ 0.484	$ 2,873	$ 0.520		
21	B	Medical Offices - Shell	10,000	A	$ 4,104	$ 4,104	$ 0.294	$ 4,678	$ 0.335	$ 5,335	$ 0.382	$ 5,581	$ 0.400	$ 5,991	$ 0.430		
			20,000		$ 7,046	$ 7,046	$ 0.210	$ 8,032	$ 0.239	$ 9,160	$ 0.273	$ 9,583	$ 0.285	$ 10,287	$ 0.306		
			50,000		$ 13,342	$ 13,342	$ 0.267	$ 15,209	$ 0.304	$ 17,344	$ 0.347	$ 18,144	$ 0.363	$ 19,479	$ 0.390		
			250		$ 227	$ 227	$ 0.232	$ 258	$ 0.264	$ 294	$ 0.302	$ 308	$ 0.316	$ 331	$ 0.339		
			1,000		$ 401	$ 401	$ 0.215	$ 457	$ 0.245	$ 521	$ 0.280	$ 545	$ 0.292	$ 585	$ 0.314		
22	B	Medical Offices - TI	2,500	A	$ 723	$ 723	$ 0.158	$ 824	$ 0.181	$ 940	$ 0.206	$ 983	$ 0.215	$ 1,056	$ 0.231		
			5,000		$ 1,119	$ 1,119	$ 0.112	$ 1,276	$ 0.127	$ 1,455	$ 0.145	$ 1,522	$ 0.152	$ 1,634	$ 0.163		
			12,500		$ 1,956	$ 1,956	$ 0.156	$ 2,230	$ 0.178	$ 2,543	$ 0.203	$ 2,660	$ 0.213	$ 2,856	$ 0.228		
			5,000		$ 2,640	$ 2,640	$ 0.301	$ 3,010	$ 0.343	$ 3,433	$ 0.391	$ 3,591	$ 0.409	$ 3,855	$ 0.439		
			20,000		$ 7,152	$ 7,152	$ 0.382	$ 8,153	$ 0.435	$ 9,297	$ 0.496	$ 9,727	$ 0.519	$ 10,442	$ 0.557		
23	B	Offices - Highrise (>4 stories) - Complete	50,000	A	$ 18,605	$ 18,605	$ 0.279	$ 21,210	$ 0.318	$ 24,187	$ 0.363	$ 25,303	$ 0.379	$ 27,163	$ 0.407		
			100,000		$ 32,553	$ 32,553	$ 0.108	$ 37,110	$ 0.123	$ 42,319	$ 0.140	$ 44,272	$ 0.146	$ 47,527	$ 0.157		
			250,000		$ 48,682	$ 48,682	$ 0.195	$ 55,497	$ 0.222	$ 63,286	$ 0.253	$ 66,207	$ 0.265	$ 71,075	$ 0.284		
			5,000		$ 1,838	$ 1,838	$ 0.266	$ 2,095	$ 0.303	$ 2,389	$ 0.345	$ 2,499	$ 0.361	$ 2,683	$ 0.388		
			20,000		$ 5,821	$ 5,821	$ 0.266	$ 6,636	$ 0.303	$ 7,568	$ 0.345	$ 7,917	$ 0.361	$ 8,499	$ 0.388		
24	B	Offices - Highrise (>4 stories) - Shell	50,000	A	$ 13,794	$ 13,794	$ 0.157	$ 15,725	$ 0.179	$ 17,933	$ 0.205	$ 18,760	$ 0.214	$ 20,140	$ 0.230		
			100,000		$ 21,666	$ 21,666	$ 0.065	$ 24,699	$ 0.074	$ 28,166	$ 0.085	$ 29,466	$ 0.089	$ 31,632	$ 0.095		
			250,000		$ 31,436	$ 31,436	$ 0.126	$ 35,837	$ 0.143	$ 40,866	$ 0.163	$ 42,752	$ 0.171	$ 45,896	$ 0.184		
			500		$ 215	$ 215	$ 0.157	$ 245	$ 0.179	$ 280	$ 0.204	$ 292	$ 0.213	$ 314	$ 0.229		
			2,000		$ 450	$ 450	$ 0.116	$ 513	$ 0.132	$ 585	$ 0.151	$ 612	$ 0.158	$ 657	$ 0.169		
25	B	Offices - Highrise (>4 stories) - TI	5,000	A	$ 798	$ 798	$ 0.085	$ 909	$ 0.097	$ 1,037	$ 0.111	$ 1,085	$ 0.116	$ 1,164	$ 0.124		
			10,000		$ 1,223	$ 1,223	$ 0.067	$ 1,394	$ 0.077	$ 1,589	$ 0.087	$ 1,663	$ 0.091	$ 1,785	$ 0.098		
			25,000		$ 2,231	$ 2,231	$ 0.089	$ 2,544	$ 0.102	$ 2,901	$ 0.116	$ 3,035	$ 0.121	$ 3,258	$ 0.130		
			5,000		$ 1,416	$ 1,416	$ 0.064	$ 1,614	$ 0.073	$ 1,840	$ 0.083	$ 1,925	$ 0.087	$ 2,067	$ 0.093		
			20,000		$ 2,372	$ 2,372	$ 0.039	$ 2,705	$ 0.045	$ 3,084	$ 0.051	$ 3,226	$ 0.053	$ 3,464	$ 0.057		
26	HRF	Highrise: All Types (>4 stories) - Foundation	50,000	A	$ 3,552	$ 3,552	$ 0.031	$ 4,050	$ 0.035	$ 4,618	$ 0.040	$ 4,831	$ 0.042	$ 5,186	$ 0.045		
			100,000		$ 5,103	$ 5,103	$ 0.016	$ 5,818	$ 0.018	$ 6,634	$ 0.021	$ 6,940	$ 0.022	$ 7,451	$ 0.023		
			250,000		$ 7,488	$ 7,488	$ 0.030	$ 8,537	$ 0.034	$ 9,735	$ 0.039	$ 10,184	$ 0.041	$ 10,933	$ 0.044		
			5,000		$ 2,223	$ 2,223	$ 0.219	$ 2,534	$ 0.250	$ 2,890	$ 0.285	$ 3,023	$ 0.298	$ 3,246	$ 0.320		
			20,000		$ 5,507	$ 5,507	$ 0.098	$ 6,278	$ 0.112	$ 7,159	$ 0.127	$ 7,489	$ 0.133	$ 8,040	$ 0.143		
27	HRS	Highrise: All Types (>4 stories) - Superstructure	50,000	A	$ 8,442	$ 8,442	$ 0.073	$ 9,624	$ 0.083	$ 10,975	$ 0.095	$ 11,481	$ 0.100	$ 12,325	$ 0.107		
			100,000		$ 12,102	$ 12,102	$ 0.039	$ 13,796	$ 0.045	$ 15,732	$ 0.051	$ 16,458	$ 0.053	$ 17,668	$ 0.057		
			250,000		$ 17,995	$ 17,995	$ 0.072	$ 20,514	$ 0.082	$ 23,393	$ 0.094	$ 24,473	$ 0.098	$ 26,272	$ 0.105		
			500		$ 215	$ 215	$ 0.217	$ 245	$ 0.247	$ 280	$ 0.282	$ 292	$ 0.295	$ 314	$ 0.316		
			2,000		$ 540	$ 540	$ 0.139	$ 616	$ 0.158	$ 702	$ 0.181	$ 734	$ 0.189	$ 788	$ 0.203		
28	HRTI	Highrise: All Types (>4 stories) - TI	5,000	A	$ 957	$ 957	$ 0.102	$ 1,091	$ 0.116	$ 1,244	$ 0.133	$ 1,302	$ 0.139	$ 1,397	$ 0.149		
			10,000		$ 1,467	$ 1,467	$ 0.081	$ 1,672	$ 0.092	$ 1,907	$ 0.105	$ 1,995	$ 0.110	$ 2,142	$ 0.118		
			25,000		$ 2,678	$ 2,678	$ 0.107	$ 3,052	$ 0.122	$ 3,481	$ 0.139	$ 3,641	$ 0.146	$ 3,909	$ 0.156		

City of Las Vegas
2010 BUILDING USER FEES

Building & Safety Department

Table No. 3-C PERMIT/INSPECTION VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:											
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B			
						Relative Effort Factor:		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*			
						1.00		*1.14*		*1.30*		*1.36*		*1.46*			
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF		
			2,000		$ 1,551	$ 1,551	$ 0.400	$ 1,768	$ 0.456	$ 2,016	$ 0.520	$ 2,109	$ 0.544	$ 2,264	$ 0.584		
			8,000		$ 3,952	$ 3,952	$ 0.337	$ 4,506	$ 0.384	$ 5,138	$ 0.438	$ 5,375	$ 0.458	$ 5,770	$ 0.492		
29	A-3	Assembly Group: Halls - Complete	20,000	A	$ 7,996	$ 7,996	$ 0.372	$ 9,116	$ 0.425	$ 10,395	$ 0.484	$ 10,875	$ 0.507	$ 11,675	$ 0.544		
			40,000		$ 15,445	$ 15,445	$ 0.256	$ 17,607	$ 0.292	$ 20,079	$ 0.333	$ 21,005	$ 0.349	$ 22,550	$ 0.374		
			100,000		$ 30,835	$ 30,835	$ 0.308	$ 35,151	$ 0.352	$ 40,085	$ 0.401	$ 41,935	$ 0.419	$ 45,019	$ 0.450		
			2,000		$ 1,149	$ 1,149	$ 0.258	$ 1,310	$ 0.294	$ 1,493	$ 0.336	$ 1,562	$ 0.351	$ 1,677	$ 0.377		
			8,000		$ 2,698	$ 2,698	$ 0.274	$ 3,076	$ 0.312	$ 3,507	$ 0.356	$ 3,669	$ 0.373	$ 3,939	$ 0.400		
30	A-3	Assembly Group: Halls - Shell	20,000	A	$ 5,986	$ 5,986	$ 0.274	$ 6,824	$ 0.312	$ 7,781	$ 0.356	$ 8,141	$ 0.373	$ 8,739	$ 0.400		
			40,000		$ 11,467	$ 11,467	$ 0.128	$ 13,072	$ 0.146	$ 14,907	$ 0.167	$ 15,595	$ 0.175	$ 16,741	$ 0.188		
			100,000		$ 19,174	$ 19,174	$ 0.192	$ 21,858	$ 0.219	$ 24,926	$ 0.249	$ 26,077	$ 0.261	$ 27,994	$ 0.280		
			200		$ 180	$ 180	$ 0.144	$ 205	$ 0.164	$ 234	$ 0.187	$ 245	$ 0.196	$ 263	$ 0.210		
			800		$ 266	$ 266	$ 0.168	$ 304	$ 0.191	$ 346	$ 0.218	$ 362	$ 0.228	$ 389	$ 0.245		
31	A-3	Assembly Group: Halls - TI	2,000	A	$ 468	$ 468	$ 0.198	$ 533	$ 0.226	$ 608	$ 0.258	$ 636	$ 0.270	$ 683	$ 0.289		
			4,000		$ 864	$ 864	$ 0.108	$ 985	$ 0.123	$ 1,123	$ 0.140	$ 1,175	$ 0.146	$ 1,261	$ 0.157		
			10,000		$ 1,509	$ 1,509	$ 0.151	$ 1,720	$ 0.172	$ 1,962	$ 0.196	$ 2,052	$ 0.205	$ 2,203	$ 0.220		
			2,000		$ 815	$ 815	$ 0.188	$ 929	$ 0.214	$ 1,060	$ 0.244	$ 1,108	$ 0.256	$ 1,190	$ 0.274		
			8,000		$ 1,943	$ 1,943	$ 0.174	$ 2,214	$ 0.199	$ 2,525	$ 0.226	$ 2,642	$ 0.237	$ 2,836	$ 0.254		
32	A-3	Assembly Group: Exhibition - Complete	20,000	A	$ 4,033	$ 4,033	$ 0.174	$ 4,597	$ 0.199	$ 5,242	$ 0.226	$ 5,484	$ 0.237	$ 5,887	$ 0.254		
			40,000		$ 7,515	$ 7,515	$ 0.174	$ 8,567	$ 0.199	$ 9,770	$ 0.226	$ 10,220	$ 0.237	$ 10,972	$ 0.254		
			100,000		$ 17,966	$ 17,966	$ 0.180	$ 20,482	$ 0.205	$ 23,356	$ 0.234	$ 24,434	$ 0.244	$ 26,231	$ 0.262		
			2,000		$ 710	$ 710	$ 0.160	$ 809	$ 0.182	$ 923	$ 0.207	$ 966	$ 0.217	$ 1,037	$ 0.233		
			8,000		$ 1,668	$ 1,668	$ 0.139	$ 1,901	$ 0.158	$ 2,168	$ 0.181	$ 2,268	$ 0.189	$ 2,435	$ 0.203		
33	A-3	Assembly Group: Exhibition - Shell	20,000	A	$ 3,335	$ 3,335	$ 0.139	$ 3,802	$ 0.159	$ 4,336	$ 0.181	$ 4,536	$ 0.190	$ 4,869	$ 0.204		
			40,000		$ 6,124	$ 6,124	$ 0.139	$ 6,981	$ 0.159	$ 7,961	$ 0.181	$ 8,328	$ 0.189	$ 8,941	$ 0.203		
			100,000		$ 14,484	$ 14,484	$ 0.145	$ 16,511	$ 0.165	$ 18,829	$ 0.188	$ 19,698	$ 0.197	$ 21,146	$ 0.211		
			200		$ 118	$ 118	$ 0.133	$ 134	$ 0.157	$ 153	$ 0.179	$ 160	$ 0.187	$ 172	$ 0.201		
			800		$ 200	$ 200	$ 0.080	$ 228	$ 0.091	$ 260	$ 0.104	$ 272	$ 0.109	$ 292	$ 0.117		
34	A-3	Assembly Group: Exhibition - TI	2,000	A	$ 296	$ 296	$ 0.122	$ 338	$ 0.139	$ 385	$ 0.158	$ 403	$ 0.166	$ 433	$ 0.178		
			4,000		$ 540	$ 540	$ 0.070	$ 616	$ 0.079	$ 702	$ 0.090	$ 734	$ 0.095	$ 788	$ 0.101		
			10,000		$ 957	$ 957	$ 0.096	$ 1,091	$ 0.109	$ 1,244	$ 0.124	$ 1,302	$ 0.130	$ 1,397	$ 0.140		
			2,000		$ 1,467	$ 1,467	$ 0.404	$ 1,672	$ 0.460	$ 1,907	$ 0.525	$ 1,995	$ 0.549	$ 2,142	$ 0.589		
			8,000		$ 3,888	$ 3,888	$ 0.282	$ 4,432	$ 0.322	$ 5,054	$ 0.367	$ 5,288	$ 0.384	$ 5,676	$ 0.412		
35	A-3	Assembly Group: Recreation - Complete	20,000	A	$ 7,276	$ 7,276	$ 0.336	$ 8,295	$ 0.383	$ 9,459	$ 0.437	$ 9,896	$ 0.457	$ 10,623	$ 0.491		
			40,000		$ 14,003	$ 14,003	$ 0.336	$ 15,963	$ 0.383	$ 18,203	$ 0.437	$ 19,043	$ 0.457	$ 20,444	$ 0.491		
			100,000		$ 34,184	$ 34,184	$ 0.342	$ 38,969	$ 0.390	$ 44,439	$ 0.444	$ 46,490	$ 0.465	$ 49,908	$ 0.499		
			2,000		$ 1,070	$ 1,070	$ 0.273	$ 1,220	$ 0.311	$ 1,391	$ 0.355	$ 1,455	$ 0.371	$ 1,562	$ 0.398		
			8,000		$ 2,706	$ 2,706	$ 0.269	$ 3,085	$ 0.306	$ 3,518	$ 0.349	$ 3,681	$ 0.366	$ 3,951	$ 0.392		
36	A-3	Assembly Group: Recreation - Shell	20,000	A	$ 5,931	$ 5,931	$ 0.269	$ 6,762	$ 0.307	$ 7,711	$ 0.350	$ 8,067	$ 0.366	$ 8,660	$ 0.393		
			40,000		$ 11,311	$ 11,311	$ 0.178	$ 12,895	$ 0.203	$ 14,705	$ 0.232	$ 15,383	$ 0.242	$ 16,514	$ 0.260		
			100,000		$ 21,996	$ 21,996	$ 0.220	$ 25,075	$ 0.251	$ 28,595	$ 0.286	$ 29,915	$ 0.299	$ 32,114	$ 0.321		

City of Las Vegas
2010 BUILDING USER FEES

Building & Safety Department

Table No. 3-C PERMIT/INSPECTION VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:											
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor:		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*	
						1.00		*1.14*		*1.30*		*1.36*		*1.46*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			200		$ 130	$ 180	$ 0.129	$ 205	$ 0.147	$ 234	$ 0.168	$ 245	$ 0.176	$ 263	$ 0.189
			800		$ 258	$ 258	$ 0.219	$ 294	$ 0.250	$ 335	$ 0.285	$ 350	$ 0.298	$ 376	$ 0.320
37	A-3	Assembly Group: Recreation - TI	2,000	A	$ 521	$ 521	$ 0.143	$ 593	$ 0.162	$ 677	$ 0.185	$ 708	$ 0.194	$ 760	$ 0.208
			4,000		$ 806	$ 806	$ 0.103	$ 918	$ 0.117	$ 1,047	$ 0.134	$ 1,095	$ 0.140	$ 1,176	$ 0.150
			10,000		$ 1,424	$ 1,424	$ 0.142	$ 1,623	$ 0.162	$ 1,851	$ 0.185	$ 1,936	$ 0.194	$ 2,078	$ 0.208
			1,000		$ 859	$ 859	$ 0.401	$ 979	$ 0.457	$ 1,116	$ 0.521	$ 1,168	$ 0.545	$ 1,254	$ 0.585
			4,000		$ 2,061	$ 2,061	$ 0.379	$ 2,350	$ 0.432	$ 2,680	$ 0.492	$ 2,803	$ 0.515	$ 3,009	$ 0.553
38	E	Educational Building - Complete	10,000	A	$ 4,334	$ 4,334	$ 0.378	$ 4,940	$ 0.431	$ 5,634	$ 0.492	$ 5,894	$ 0.514	$ 6,327	$ 0.552
			20,000		$ 8,116	$ 8,116	$ 0.378	$ 9,253	$ 0.431	$ 10,551	$ 0.492	$ 11,038	$ 0.515	$ 11,850	$ 0.552
			50,000		$ 19,468	$ 19,468	$ 0.389	$ 22,193	$ 0.444	$ 25,308	$ 0.506	$ 26,476	$ 0.530	$ 28,423	$ 0.568
			1,000		$ 749	$ 749	$ 0.338	$ 854	$ 0.385	$ 973	$ 0.439	$ 1,018	$ 0.459	$ 1,093	$ 0.493
			4,000		$ 1,761	$ 1,761	$ 0.303	$ 2,008	$ 0.345	$ 2,290	$ 0.393	$ 2,395	$ 0.411	$ 2,571	$ 0.442
39	E	Educational Building - Shell	10,000	A	$ 3,576	$ 3,576	$ 0.303	$ 4,077	$ 0.345	$ 4,649	$ 0.393	$ 4,864	$ 0.412	$ 5,221	$ 0.442
			20,000		$ 6,603	$ 6,603	$ 0.303	$ 7,527	$ 0.345	$ 8,583	$ 0.394	$ 8,979	$ 0.412	$ 9,640	$ 0.442
			50,000		$ 15,685	$ 15,685	$ 0.314	$ 17,881	$ 0.358	$ 20,391	$ 0.408	$ 21,332	$ 0.427	$ 22,900	$ 0.458
			250		$ 216	$ 216	$ 0.186	$ 246	$ 0.212	$ 281	$ 0.242	$ 294	$ 0.253	$ 315	$ 0.272
			1,000		$ 356	$ 356	$ 0.192	$ 405	$ 0.219	$ 462	$ 0.250	$ 483	$ 0.261	$ 519	$ 0.280
40	E	Educational Building - TI	2,500	A	$ 644	$ 644	$ 0.145	$ 734	$ 0.166	$ 837	$ 0.189	$ 875	$ 0.197	$ 940	$ 0.212
			5,000		$ 1,007	$ 1,007	$ 0.098	$ 1,147	$ 0.111	$ 1,308	$ 0.127	$ 1,369	$ 0.133	$ 1,469	$ 0.142
			12,500		$ 1,739	$ 1,739	$ 0.139	$ 1,982	$ 0.159	$ 2,260	$ 0.181	$ 2,364	$ 0.189	$ 2,538	$ 0.203
			1,000		$ 579	$ 579	$ 0.263	$ 660	$ 0.300	$ 752	$ 0.342	$ 787	$ 0.358	$ 845	$ 0.384
			4,000		$ 1,368	$ 1,368	$ 0.204	$ 1,559	$ 0.233	$ 1,778	$ 0.265	$ 1,860	$ 0.277	$ 1,997	$ 0.298
41	F	Factory / Industrial Building - Complete	10,000	A	$ 2,591	$ 2,591	$ 0.204	$ 2,954	$ 0.233	$ 3,369	$ 0.266	$ 3,524	$ 0.278	$ 3,783	$ 0.298
			20,000		$ 4,634	$ 4,634	$ 0.204	$ 5,282	$ 0.233	$ 6,024	$ 0.265	$ 6,302	$ 0.278	$ 6,765	$ 0.298
			50,000		$ 10,759	$ 10,759	$ 0.215	$ 12,265	$ 0.245	$ 13,986	$ 0.280	$ 14,632	$ 0.293	$ 15,708	$ 0.314
			1,000		$ 516	$ 516	$ 0.229	$ 589	$ 0.261	$ 671	$ 0.298	$ 702	$ 0.312	$ 754	$ 0.335
			4,000		$ 1,204	$ 1,204	$ 0.163	$ 1,372	$ 0.186	$ 1,565	$ 0.212	$ 1,637	$ 0.222	$ 1,757	$ 0.238
42	F	Factory / Industrial Building - Shell	10,000	A	$ 2,183	$ 2,183	$ 0.163	$ 2,488	$ 0.186	$ 2,837	$ 0.212	$ 2,968	$ 0.222	$ 3,186	$ 0.238
			20,000		$ 3,815	$ 3,815	$ 0.163	$ 4,349	$ 0.186	$ 4,960	$ 0.212	$ 5,188	$ 0.222	$ 5,570	$ 0.239
			50,000		$ 8,716	$ 8,716	$ 0.174	$ 9,937	$ 0.199	$ 11,331	$ 0.227	$ 11,854	$ 0.237	$ 12,725	$ 0.255
			250		$ 156	$ 156	$ 0.160	$ 178	$ 0.182	$ 203	$ 0.208	$ 212	$ 0.218	$ 228	$ 0.234
			1,000		$ 276	$ 276	$ 0.096	$ 315	$ 0.109	$ 359	$ 0.125	$ 375	$ 0.131	$ 403	$ 0.140
43	F	Factory / Industrial Building - TI	2,500	A	$ 420	$ 420	$ 0.096	$ 479	$ 0.109	$ 546	$ 0.125	$ 571	$ 0.131	$ 613	$ 0.140
			5,000		$ 660	$ 660	$ 0.068	$ 752	$ 0.078	$ 858	$ 0.088	$ 898	$ 0.092	$ 964	$ 0.099
			12,500		$ 1,170	$ 1,170	$ 0.094	$ 1,334	$ 0.107	$ 1,521	$ 0.122	$ 1,591	$ 0.127	$ 1,708	$ 0.137
			500		$ 440	$ 440	$ 0.429	$ 501	$ 0.489	$ 571	$ 0.558	$ 598	$ 0.583	$ 642	$ 0.626
			2,000		$ 1,083	$ 1,083	$ 0.163	$ 1,235	$ 0.186	$ 1,408	$ 0.212	$ 1,473	$ 0.221	$ 1,581	$ 0.238
44	H	Hazardous H- Complete	5,000	A	$ 1,571	$ 1,571	$ 0.204	$ 1,791	$ 0.233	$ 2,043	$ 0.265	$ 2,137	$ 0.277	$ 2,294	$ 0.298
			10,000		$ 2,591	$ 2,591	$ 0.204	$ 2,954	$ 0.233	$ 3,369	$ 0.265	$ 3,524	$ 0.278	$ 3,783	$ 0.298
			25,000		$ 5,654	$ 5,654	$ 0.226	$ 6,445	$ 0.258	$ 7,350	$ 0.294	$ 7,689	$ 0.308	$ 8,254	$ 0.330

City of Las Vegas
2010 BUILDING USER FEES

Building & Safety Department

Table No. 3-C PERMIT/INSPECTION VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:									
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor:		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*	
						1.00		*1.14*		*1.30*		*1.36*		*1.46*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			500		$ 324	$ 324	$ 0.311	$ 369	$ 0.354	$ 421	$ 0.404	$ 440	$ 0.423	$ 473	$ 0.454
			2,000		$ 790	$ 790	$ 0.193	$ 901	$ 0.219	$ 1,027	$ 0.250	$ 1,074	$ 0.262	$ 1,153	$ 0.281
45	H	Hazardous H- Shell	5,000	A	$ 1,368	$ 1,368	$ 0.163	$ 1,559	$ 0.186	$ 1,778	$ 0.212	$ 1,860	$ 0.222	$ 1,997	$ 0.238
			10,000		$ 2,183	$ 2,183	$ 0.163	$ 2,488	$ 0.186	$ 2,837	$ 0.212	$ 2,968	$ 0.222	$ 3,186	$ 0.239
			25,000		$ 4,634	$ 4,634	$ 0.185	$ 5,282	$ 0.211	$ 6,024	$ 0.241	$ 6,302	$ 0.252	$ 6,765	$ 0.271
			100		$ 95	$ 95	$ 0.283	$ 108	$ 0.323	$ 124	$ 0.368	$ 129	$ 0.385	$ 139	$ 0.414
			400		$ 180	$ 180	$ 0.083	$ 205	$ 0.095	$ 234	$ 0.108	$ 245	$ 0.113	$ 263	$ 0.122
46	H	Hazardous H- T I	1,000	A	$ 230	$ 230	$ 0.088	$ 262	$ 0.100	$ 299	$ 0.114	$ 313	$ 0.119	$ 336	$ 0.128
			2,000		$ 318	$ 318	$ 0.078	$ 362	$ 0.088	$ 413	$ 0.101	$ 432	$ 0.105	$ 464	$ 0.113
			5,000		$ 550	$ 550	$ 0.110	$ 627	$ 0.125	$ 715	$ 0.143	$ 748	$ 0.150	$ 803	$ 0.161
	R-3	Single-Family (custom or model)	1,000		$ 703	$ 703	$ 0.359	$ 801	$ 0.409	$ 913	$ 0.467	$ 955	$ 0.488	$ 1,026	$ 0.524
	"	"	2,500		$ 1,241	$ 1,241	$ 0.492	$ 1,415	$ 0.561	$ 1,614	$ 0.640	$ 1,688	$ 0.669	$ 1,812	$ 0.718
49	"	"	5,000	A	$ 2,471	$ 2,471	$ 0.384	$ 2,817	$ 0.438	$ 3,213	$ 0.500	$ 3,361	$ 0.523	$ 3,608	$ 0.561
	"	"	7,000		$ 3,240	$ 3,240	$ 0.384	$ 3,694	$ 0.438	$ 4,212	$ 0.499	$ 4,406	$ 0.522	$ 4,730	$ 0.561
	"	"	10,000		$ 4,393	$ 4,393	$ 0.439	$ 5,007	$ 0.501	$ 5,710	$ 0.571	$ 5,974	$ 0.597	$ 6,413	$ 0.641
			500		$ 450	$ 450	$ 0.327	$ 513	$ 0.373	$ 585	$ 0.425	$ 612	$ 0.444	$ 657	$ 0.477
			1,250		$ 695	$ 695	$ 0.310	$ 792	$ 0.353	$ 904	$ 0.403	$ 945	$ 0.421	$ 1,015	$ 0.452
52	R-3	Single-Family - Production / Repeat	2,500	A	$ 1,082	$ 1,082	$ 0.319	$ 1,234	$ 0.363	$ 1,407	$ 0.414	$ 1,472	$ 0.433	$ 1,580	$ 0.465
			3,500		$ 1,401	$ 1,401	$ 0.219	$ 1,597	$ 0.250	$ 1,821	$ 0.285	$ 1,905	$ 0.298	$ 2,045	$ 0.320
			5,000		$ 1,730	$ 1,730	$ 0.346	$ 1,972	$ 0.394	$ 2,249	$ 0.450	$ 2,353	$ 0.471	$ 2,526	$ 0.505
			400		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			1,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
53	R-3	Prefabricated / Manufactured Dwelling - Complete	2,000	A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			2,800		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			4,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			200		$ 258	$ 258	$ 0.574	$ 294	$ 0.654	$ 335	$ 0.746	$ 350	$ 0.781	$ 376	$ 0.838
			500		$ 430	$ 430	$ 0.454	$ 490	$ 0.517	$ 559	$ 0.590	$ 585	$ 0.617	$ 628	$ 0.662
54	R-3	Single-Family Residential - Addition	1,000	A	$ 657	$ 657	$ 0.406	$ 749	$ 0.463	$ 854	$ 0.528	$ 893	$ 0.552	$ 959	$ 0.593
			1,400		$ 819	$ 819	$ 0.348	$ 934	$ 0.396	$ 1,065	$ 0.452	$ 1,114	$ 0.473	$ 1,196	$ 0.508
			2,000		$ 1,028	$ 1,028	$ 0.514	$ 1,171	$ 0.586	$ 1,336	$ 0.668	$ 1,398	$ 0.699	$ 1,500	$ 0.750
			200		$ 147	$ 147	$ 0.265	$ 168	$ 0.302	$ 191	$ 0.345	$ 200	$ 0.360	$ 215	$ 0.387
			500		$ 227	$ 227	$ 0.099	$ 258	$ 0.113	$ 294	$ 0.129	$ 308	$ 0.135	$ 331	$ 0.145
55	R-3	Single-Family Resid. - Remodel with MPE's	1,000	A	$ 276	$ 276	$ 0.109	$ 315	$ 0.124	$ 359	$ 0.141	$ 375	$ 0.148	$ 403	$ 0.159
			1,400		$ 320	$ 320	$ 0.115	$ 364	$ 0.131	$ 415	$ 0.150	$ 435	$ 0.156	$ 466	$ 0.168
			2,000		$ 389	$ 389	$ 0.194	$ 443	$ 0.221	$ 505	$ 0.253	$ 528	$ 0.264	$ 567	$ 0.284
			200		$ 122	$ 122	$ 0.170	$ 139	$ 0.194	$ 158	$ 0.221	$ 165	$ 0.231	$ 177	$ 0.248
			500		$ 173	$ 173	$ 0.066	$ 197	$ 0.075	$ 224	$ 0.086	$ 235	$ 0.090	$ 252	$ 0.096
56	R-3	Single-Family Resid. - Remodel without MPE's	1,000	A	$ 206	$ 206	$ 0.068	$ 234	$ 0.077	$ 267	$ 0.088	$ 279	$ 0.092	$ 300	$ 0.099
			1,400		$ 233	$ 233	$ 0.075	$ 265	$ 0.086	$ 302	$ 0.098	$ 316	$ 0.102	$ 339	$ 0.110
			2,000		$ 278	$ 278	$ 0.139	$ 316	$ 0.158	$ 361	$ 0.180	$ 377	$ 0.189	$ 405	$ 0.203

City of Las Vegas
2010 BUILDING USER FEES

Building & Safety Department

Table No. 3-C PERMIT/INSPECTION VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:									
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor: 1.00		*Relative Effort Factor:* 1.14		*Relative Effort Factor:* 1.30		*Relative Effort Factor:* 1.36		*Relative Effort Factor:* 1.46	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			3,000		$ 1,684	$ 1,684	$ 0.379	$ 1,919	$ 0.432	$ 2,189	$ 0.493	$ 2,290	$ 0.515	$ 2,458	$ 0.553
			7,500		$ 3,389	$ 3,389	$ 0.378	$ 3,863	$ 0.431	$ 4,405	$ 0.492	$ 4,609	$ 0.514	$ 4,948	$ 0.552
57	R-1	Hotel: Low/Midrise (up to 3 stories) - Complete	15,000	A	$ 6,225	$ 6,225	$ 0.378	$ 7,097	$ 0.431	$ 8,093	$ 0.492	$ 8,466	$ 0.514	$ 9,089	$ 0.552
			21,000		$ 8,494	$ 8,494	$ 0.379	$ 9,683	$ 0.432	$ 11,042	$ 0.492	$ 11,552	$ 0.515	$ 12,401	$ 0.553
			30,000		$ 11,901	$ 11,901	$ 0.397	$ 13,567	$ 0.452	$ 15,472	$ 0.516	$ 16,186	$ 0.540	$ 17,376	$ 0.579
			1,500		$ 1,460	$ 1,460	$ 0.302	$ 1,664	$ 0.345	$ 1,898	$ 0.393	$ 1,986	$ 0.411	$ 2,132	$ 0.441
			6,000		$ 2,820	$ 2,820	$ 0.252	$ 3,215	$ 0.288	$ 3,666	$ 0.328	$ 3,835	$ 0.343	$ 4,117	$ 0.368
58	R-1	Hotel: Low/Midrise (up to 3 stories) - Shell	15,000	A	$ 5,090	$ 5,090	$ 0.121	$ 5,803	$ 0.138	$ 6,617	$ 0.158	$ 6,922	$ 0.165	$ 7,431	$ 0.177
			30,000		$ 6,910	$ 6,910	$ 0.086	$ 7,877	$ 0.098	$ 8,983	$ 0.112	$ 9,398	$ 0.117	$ 10,089	$ 0.126
			75,000		$ 10,787	$ 10,787	$ 0.144	$ 12,297	$ 0.164	$ 14,023	$ 0.187	$ 14,670	$ 0.196	$ 15,749	$ 0.210
			250		$ 227	$ 227	$ 0.206	$ 258	$ 0.235	$ 294	$ 0.268	$ 308	$ 0.280	$ 331	$ 0.301
			1,000		$ 381	$ 381	$ 0.186	$ 434	$ 0.212	$ 495	$ 0.242	$ 518	$ 0.253	$ 556	$ 0.272
59	R-1	Hotel: Low/Midrise (up to 3 stories) - TI / Remodel	2,500	A	$ 660	$ 660	$ 0.146	$ 752	$ 0.167	$ 858	$ 0.190	$ 898	$ 0.199	$ 964	$ 0.214
			5,000		$ 1,026	$ 1,026	$ 0.100	$ 1,170	$ 0.114	$ 1,334	$ 0.130	$ 1,395	$ 0.136	$ 1,498	$ 0.146
			12,500		$ 1,776	$ 1,776	$ 0.142	$ 2,025	$ 0.162	$ 2,309	$ 0.185	$ 2,415	$ 0.193	$ 2,593	$ 0.207
			5,000		$ 2,454	$ 2,454	$ 0.445	$ 2,797	$ 0.507	$ 3,190	$ 0.578	$ 3,337	$ 0.605	$ 3,582	$ 0.649
			20,000		$ 9,127	$ 9,127	$ 0.347	$ 10,404	$ 0.396	$ 11,865	$ 0.451	$ 12,412	$ 0.472	$ 13,325	$ 0.507
60	R-1	Hotel: Highrise (4+ stories) - Complete	50,000	A	$ 19,535	$ 19,535	$ 0.380	$ 22,270	$ 0.433	$ 25,396	$ 0.493	$ 26,568	$ 0.516	$ 28,521	$ 0.554
			100,000		$ 38,514	$ 38,514	$ 0.176	$ 43,906	$ 0.201	$ 50,068	$ 0.229	$ 52,379	$ 0.239	$ 56,230	$ 0.257
			250,000		$ 64,909	$ 64,909	$ 0.260	$ 73,996	$ 0.296	$ 84,381	$ 0.338	$ 88,276	$ 0.353	$ 94,766	$ 0.379
			5,000		$ 2,068	$ 2,068	$ 0.304	$ 2,357	$ 0.347	$ 2,688	$ 0.395	$ 2,812	$ 0.413	$ 3,019	$ 0.444
			20,000		$ 6,628	$ 6,628	$ 0.304	$ 7,555	$ 0.346	$ 8,616	$ 0.395	$ 9,013	$ 0.413	$ 9,676	$ 0.443
61	R-1	Hotel: Highrise (4+ stories) - Shell	50,000	A	$ 15,739	$ 15,739	$ 0.180	$ 17,942	$ 0.205	$ 20,460	$ 0.234	$ 21,405	$ 0.245	$ 22,979	$ 0.263
			100,000		$ 24,739	$ 24,739	$ 0.108	$ 28,202	$ 0.124	$ 32,161	$ 0.141	$ 33,645	$ 0.147	$ 36,119	$ 0.158
			250,000		$ 40,991	$ 40,991	$ 0.164	$ 46,729	$ 0.187	$ 53,288	$ 0.213	$ 55,747	$ 0.223	$ 59,846	$ 0.239
			500		$ 276	$ 276	$ 0.197	$ 315	$ 0.225	$ 359	$ 0.256	$ 375	$ 0.268	$ 403	$ 0.288
			2,000		$ 572	$ 572	$ 0.152	$ 652	$ 0.173	$ 743	$ 0.197	$ 777	$ 0.206	$ 834	$ 0.221
62	R-1	Hotel: Highrise (4+ stories) - TI / Remodel	5,000	A	$ 1,026	$ 1,026	$ 0.105	$ 1,170	$ 0.120	$ 1,334	$ 0.137	$ 1,395	$ 0.143	$ 1,498	$ 0.153
			10,000		$ 1,551	$ 1,551	$ 0.089	$ 1,768	$ 0.102	$ 2,016	$ 0.116	$ 2,109	$ 0.122	$ 2,264	$ 0.131
			25,000		$ 2,892	$ 2,892	$ 0.116	$ 3,297	$ 0.132	$ 3,760	$ 0.150	$ 3,933	$ 0.157	$ 4,222	$ 0.169
			750		$ 635	$ 635	$ 0.520	$ 724	$ 0.593	$ 826	$ 0.677	$ 864	$ 0.708	$ 927	$ 0.760
			3,000		$ 1,806	$ 1,806	$ 0.383	$ 2,059	$ 0.436	$ 2,348	$ 0.497	$ 2,456	$ 0.520	$ 2,637	$ 0.559
63	R-2	Apartment / Condo: Low/Midrise (up to 3 stories) - Complete	7,500	A	$ 3,528	$ 3,528	$ 0.381	$ 4,022	$ 0.435	$ 4,586	$ 0.496	$ 4,798	$ 0.519	$ 5,151	$ 0.557
			15,000		$ 6,389	$ 6,389	$ 0.160	$ 7,283	$ 0.183	$ 8,305	$ 0.208	$ 8,688	$ 0.218	$ 9,327	$ 0.234
			37,500		$ 9,992	$ 9,992	$ 0.266	$ 11,391	$ 0.304	$ 12,990	$ 0.346	$ 13,589	$ 0.362	$ 14,588	$ 0.389
			750		$ 677	$ 677	$ 0.403	$ 771	$ 0.459	$ 879	$ 0.523	$ 920	$ 0.548	$ 988	$ 0.588
			3,000		$ 1,583	$ 1,583	$ 0.260	$ 1,804	$ 0.297	$ 2,057	$ 0.338	$ 2,152	$ 0.354	$ 2,310	$ 0.380
64	R-2	Apartment / Condo: Low/Midrise (up to 3 stories) - Shell	7,500	A	$ 2,754	$ 2,754	$ 0.215	$ 3,139	$ 0.246	$ 3,580	$ 0.280	$ 3,745	$ 0.293	$ 4,021	$ 0.315
			15,000		$ 4,370	$ 4,370	$ 0.255	$ 4,982	$ 0.290	$ 5,681	$ 0.331	$ 5,943	$ 0.346	$ 6,380	$ 0.372
			37,500		$ 10,099	$ 10,099	$ 0.269	$ 11,513	$ 0.307	$ 13,128	$ 0.350	$ 13,734	$ 0.366	$ 14,744	$ 0.393

City of Las Vegas
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Building & Safety Department

Table No. 3-C PERMIT/INSPECTION VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:									
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor: 1.00		*Relative Effort Factor:* 1.14		*Relative Effort Factor:* 1.30		*Relative Effort Factor:* 1.36		*Relative Effort Factor:* 1.46	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			200		$ 243	$ 243	$ 0.505	$ 277	$ 0.576	$ 316	$ 0.657	$ 330	$ 0.687	$ 355	$ 0.737
			800		$ 546	$ 546	$ 0.333	$ 622	$ 0.379	$ 710	$ 0.432	$ 743	$ 0.452	$ 797	$ 0.485
65	R-2	Apartment / Condo: Low/Midrise (up to 3 stories) - TI / Remodel	2,000	A	$ 945	$ 945	$ 0.246	$ 1,077	$ 0.280	$ 1,229	$ 0.320	$ 1,285	$ 0.335	$ 1,380	$ 0.359
			4,000		$ 1,437	$ 1,437	$ 0.214	$ 1,638	$ 0.244	$ 1,868	$ 0.278	$ 1,954	$ 0.291	$ 2,098	$ 0.313
			10,000		$ 2,722	$ 2,722	$ 0.272	$ 3,103	$ 0.310	$ 3,538	$ 0.354	$ 3,701	$ 0.370	$ 3,974	$ 0.397
			200		$ 312	$ 312	$ 0.733	$ 356	$ 0.835	$ 406	$ 0.952	$ 425	$ 0.996	$ 456	$ 1.070
			800		$ 752	$ 752	$ 0.481	$ 857	$ 0.548	$ 977	$ 0.625	$ 1,022	$ 0.654	$ 1,098	$ 0.702
66	R-2	Apartment / Condo: Low/Midrise (up to 3 stories) - Addition	2,000	A	$ 1,329	$ 1,329	$ 0.247	$ 1,515	$ 0.282	$ 1,727	$ 0.321	$ 1,807	$ 0.336	$ 1,940	$ 0.361
			4,000		$ 1,823	$ 1,823	$ 0.318	$ 2,078	$ 0.363	$ 2,369	$ 0.414	$ 2,479	$ 0.433	$ 2,661	$ 0.465
			10,000		$ 3,733	$ 3,733	$ 0.373	$ 4,255	$ 0.426	$ 4,852	$ 0.485	$ 5,076	$ 0.508	$ 5,449	$ 0.543
			5,000		$ 2,145	$ 2,146	$ 0.320	$ 2,447	$ 0.364	$ 2,790	$ 0.415	$ 2,919	$ 0.435	$ 3,134	$ 0.466
			20,000		$ 6,939	$ 6,939	$ 0.385	$ 7,910	$ 0.439	$ 9,020	$ 0.501	$ 9,437	$ 0.524	$ 10,131	$ 0.563
67	R-2	Apartment / Condo: Highrise (4+ stories) - Complete	50,000	A	$ 18,502	$ 18,502	$ 0.280	$ 21,093	$ 0.319	$ 24,053	$ 0.364	$ 25,163	$ 0.380	$ 27,014	$ 0.408
			100,000		$ 32,485	$ 32,485	$ 0.319	$ 37,033	$ 0.364	$ 42,231	$ 0.415	$ 44,180	$ 0.434	$ 47,428	$ 0.466
			250,000		$ 80,390	$ 80,390	$ 0.322	$ 91,645	$ 0.367	$ 104,507	$ 0.418	$ 109,330	$ 0.437	$ 117,369	$ 0.469
			5,000		$ 2,193	$ 2,193	$ 0.307	$ 2,500	$ 0.350	$ 2,851	$ 0.399	$ 2,982	$ 0.417	$ 3,202	$ 0.448
			20,000		$ 6,792	$ 6,792	$ 0.218	$ 7,743	$ 0.248	$ 8,830	$ 0.283	$ 9,237	$ 0.296	$ 9,916	$ 0.318
68	R-2	Apartment / Condo: Highrise (4+ stories) - Shell	50,000	A	$ 13,325	$ 13,325	$ 0.256	$ 15,191	$ 0.291	$ 17,323	$ 0.332	$ 18,122	$ 0.347	$ 19,455	$ 0.373
			100,000		$ 26,100	$ 26,100	$ 0.255	$ 29,754	$ 0.291	$ 33,930	$ 0.332	$ 35,496	$ 0.347	$ 38,106	$ 0.373
			250,000		$ 64,418	$ 64,418	$ 0.258	$ 73,436	$ 0.294	$ 83,743	$ 0.335	$ 87,608	$ 0.350	$ 94,050	$ 0.376
			500		$ 215	$ 215	$ 0.204	$ 245	$ 0.232	$ 280	$ 0.265	$ 292	$ 0.277	$ 314	$ 0.297
			2,000		$ 521	$ 521	$ 0.134	$ 593	$ 0.153	$ 677	$ 0.174	$ 708	$ 0.182	$ 760	$ 0.196
69	R-2	Apartment / Condo: Highrise (4+ stories) - TI / Remodel	5,000	A	$ 923	$ 923	$ 0.100	$ 1,052	$ 0.114	$ 1,199	$ 0.130	$ 1,255	$ 0.136	$ 1,347	$ 0.146
			10,000		$ 1,424	$ 1,424	$ 0.048	$ 1,623	$ 0.055	$ 1,851	$ 0.062	$ 1,936	$ 0.065	$ 2,078	$ 0.070
			25,000		$ 2,143	$ 2,143	$ 0.086	$ 2,442	$ 0.098	$ 2,785	$ 0.111	$ 2,914	$ 0.117	$ 3,128	$ 0.125
			500		$ 581	$ 581	$ 0.517	$ 662	$ 0.589	$ 755	$ 0.672	$ 790	$ 0.703	$ 848	$ 0.754
			2,000		$ 1,356	$ 1,356	$ 0.426	$ 1,546	$ 0.486	$ 1,763	$ 0.554	$ 1,844	$ 0.579	$ 1,980	$ 0.622
70	I-1	Residential Care - Complete	5,000	A	$ 2,634	$ 2,634	$ 0.426	$ 3,002	$ 0.485	$ 3,424	$ 0.553	$ 3,582	$ 0.579	$ 3,845	$ 0.621
			10,000		$ 4,761	$ 4,761	$ 0.329	$ 5,428	$ 0.375	$ 6,189	$ 0.427	$ 6,475	$ 0.447	$ 6,951	$ 0.480
			25,000		$ 9,690	$ 9,690	$ 0.388	$ 11,047	$ 0.442	$ 12,597	$ 0.504	$ 13,178	$ 0.527	$ 14,147	$ 0.566
			500		$ 506	$ 506	$ 0.455	$ 577	$ 0.519	$ 658	$ 0.592	$ 688	$ 0.619	$ 739	$ 0.665
			2,000		$ 1,189	$ 1,189	$ 0.339	$ 1,356	$ 0.387	$ 1,546	$ 0.441	$ 1,617	$ 0.461	$ 1,736	$ 0.495
71	I-1	Residential Care - Shell	5,000	A	$ 2,207	$ 2,207	$ 0.340	$ 2,516	$ 0.388	$ 2,869	$ 0.443	$ 3,001	$ 0.463	$ 3,222	$ 0.497
			10,000		$ 3,909	$ 3,909	$ 0.168	$ 4,456	$ 0.191	$ 5,082	$ 0.218	$ 5,316	$ 0.228	$ 5,707	$ 0.245
			25,000		$ 6,428	$ 6,428	$ 0.257	$ 7,328	$ 0.293	$ 8,356	$ 0.334	$ 8,742	$ 0.350	$ 9,385	$ 0.375
			100		$ 156	$ 156	$ 0.400	$ 178	$ 0.456	$ 203	$ 0.520	$ 212	$ 0.544	$ 228	$ 0.584
			400		$ 276	$ 276	$ 0.240	$ 315	$ 0.274	$ 359	$ 0.312	$ 375	$ 0.326	$ 403	$ 0.350
72	I-1	Residential Care - TI	1,000	A	$ 420	$ 420	$ 0.240	$ 479	$ 0.274	$ 546	$ 0.312	$ 571	$ 0.326	$ 613	$ 0.350
			2,000		$ 660	$ 660	$ 0.169	$ 752	$ 0.192	$ 858	$ 0.219	$ 898	$ 0.229	$ 964	$ 0.246
			5,000		$ 1,166	$ 1,166	$ 0.233	$ 1,329	$ 0.266	$ 1,515	$ 0.303	$ 1,585	$ 0.317	$ 1,702	$ 0.340

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Table No. 3-C PERMIT/INSPECTION VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:											
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor:		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*	
						1.00		*1.14*		*1.30*		*1.36*		*1.46*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			2,000		$ 2,054	$ 2,054	$ 0.720	$ 2,341	$ 0.821	$ 2,670	$ 0.936	$ 2,793	$ 0.979	$ 2,999	$ 1.051
			8,000		$ 6,374	$ 6,374	$ 0.586	$ 7,267	$ 0.668	$ 8,286	$ 0.761	$ 8,669	$ 0.797	$ 9,306	$ 0.855
73	I-2	Hospitals / Nursing Homes - Complete	20,000	A	$ 13,403	$ 13,403	$ 0.643	$ 15,279	$ 0.733	$ 17,423	$ 0.835	$ 18,227	$ 0.874	$ 19,568	$ 0.938
			40,000		$ 26,256	$ 26,256	$ 0.640	$ 29,932	$ 0.733	$ 34,133	$ 0.835	$ 35,709	$ 0.874	$ 38,334	$ 0.938
			100,000		$ 64,815	$ 64,815	$ 0.648	$ 73,889	$ 0.739	$ 84,260	$ 0.843	$ 88,148	$ 0.881	$ 94,630	$ 0.946
			2,000		$ 1,899	$ 1,899	$ 0.461	$ 2,165	$ 0.525	$ 2,469	$ 0.599	$ 2,583	$ 0.627	$ 2,773	$ 0.673
			8,000		$ 4,664	$ 4,664	$ 0.514	$ 5,317	$ 0.586	$ 6,063	$ 0.668	$ 6,343	$ 0.699	$ 6,809	$ 0.751
74	I-2	Hospitals / Nursing Homes - Shell	20,000	A	$ 10,833	$ 10,833	$ 0.430	$ 12,349	$ 0.490	$ 14,082	$ 0.558	$ 14,732	$ 0.584	$ 15,815	$ 0.627
			40,000		$ 19,425	$ 19,425	$ 0.438	$ 22,144	$ 0.500	$ 25,252	$ 0.570	$ 26,418	$ 0.596	$ 28,360	$ 0.640
			100,000		$ 45,726	$ 45,726	$ 0.457	$ 52,128	$ 0.521	$ 59,444	$ 0.594	$ 62,187	$ 0.622	$ 66,760	$ 0.668
			200		$ 240	$ 240	$ 0.368	$ 274	$ 0.419	$ 312	$ 0.478	$ 326	$ 0.500	$ 350	$ 0.537
			800		$ 461	$ 461	$ 0.288	$ 525	$ 0.328	$ 599	$ 0.374	$ 626	$ 0.391	$ 672	$ 0.420
75	I-2	Hospitals / Nursing Homes - TI	2,000	A	$ 806	$ 806	$ 0.224	$ 918	$ 0.255	$ 1,047	$ 0.291	$ 1,095	$ 0.304	$ 1,176	$ 0.326
			4,000		$ 1,253	$ 1,253	$ 0.158	$ 1,428	$ 0.180	$ 1,628	$ 0.205	$ 1,703	$ 0.215	$ 1,829	$ 0.231
			10,000		$ 2,201	$ 2,201	$ 0.220	$ 2,509	$ 0.251	$ 2,861	$ 0.286	$ 2,993	$ 0.299	$ 3,213	$ 0.321
			500		$ 677	$ 677	$ 0.419	$ 771	$ 0.478	$ 879	$ 0.545	$ 920	$ 0.570	$ 988	$ 0.612
			2,000		$ 1,305	$ 1,305	$ 0.379	$ 1,488	$ 0.432	$ 1,697	$ 0.493	$ 1,775	$ 0.516	$ 1,905	$ 0.554
76	I-2	Child Care (24-hr, >5 kids <2.5 yrs) - Complete	5,000	A	$ 2,443	$ 2,443	$ 0.378	$ 2,784	$ 0.431	$ 3,175	$ 0.492	$ 3,322	$ 0.514	$ 3,566	$ 0.552
			10,000		$ 4,334	$ 4,334	$ 0.325	$ 4,940	$ 0.371	$ 5,634	$ 0.423	$ 5,894	$ 0.442	$ 6,327	$ 0.475
			25,000		$ 9,209	$ 9,209	$ 0.368	$ 10,498	$ 0.420	$ 11,972	$ 0.479	$ 12,525	$ 0.501	$ 13,445	$ 0.538
			500		$ 483	$ 482.50	$ 0.449	$ 550	$ 0.512	$ 627	$ 0.584	$ 656	$ 0.611	$ 704	$ 0.656
			2,000		$ 1,156	$ 1,156	$ 0.302	$ 1,318	$ 0.344	$ 1,503	$ 0.392	$ 1,573	$ 0.410	$ 1,688	$ 0.440
77	I-2	Child Care (24-hr, >5 kids <2.5 yrs) - Shell	5,000	A	$ 2,061	$ 2,061	$ 0.303	$ 2,350	$ 0.345	$ 2,680	$ 0.394	$ 2,803	$ 0.412	$ 3,009	$ 0.442
			10,000		$ 3,576	$ 3,576	$ 0.259	$ 4,077	$ 0.296	$ 4,649	$ 0.337	$ 4,864	$ 0.353	$ 5,221	$ 0.379
			25,000		$ 7,467	$ 7,467	$ 0.299	$ 8,512	$ 0.340	$ 9,707	$ 0.388	$ 10,155	$ 0.406	$ 10,902	$ 0.436
			100		$ 145	$ 145.50	$ 0.375	$ 166	$ 0.428	$ 189	$ 0.488	$ 198	$ 0.510	$ 212	$ 0.548
			400		$ 258	$ 258	$ 0.205	$ 294	$ 0.234	$ 335	$ 0.267	$ 351	$ 0.279	$ 377	$ 0.299
78	I-2	Child Care (24-hr, >5 kids <2.5 yrs) - TI	1,000	A	$ 381	$ 381	$ 0.198	$ 434	$ 0.226	$ 495	$ 0.257	$ 518	$ 0.269	$ 556	$ 0.289
			2,000		$ 579	$ 579	$ 0.151	$ 660	$ 0.172	$ 753	$ 0.196	$ 787	$ 0.205	$ 845	$ 0.220
			5,000		$ 1,031	$ 1,031	$ 0.206	$ 1,175	$ 0.235	$ 1,340	$ 0.268	$ 1,401	$ 0.280	$ 1,505	$ 0.301
			2,000		$ 2,269	$ 2,268.75	$ 0.858	$ 2,586	$ 0.979	$ 2,949	$ 1.116	$ 3,086	$ 1.167	$ 3,312	$ 1.253
			8,000		$ 7,419	$ 7,419	$ 0.859	$ 8,457	$ 0.979	$ 9,644	$ 1.117	$ 10,090	$ 1.168	$ 10,831	$ 1.254
79	I-3	Detention Facilities - Complete	20,000	A	$ 17,726	$ 17,726	$ 0.719	$ 20,208	$ 0.820	$ 23,044	$ 0.935	$ 24,108	$ 0.978	$ 25,880	$ 1.050
			40,000		$ 32,113	$ 32,113	$ 0.421	$ 36,608	$ 0.480	$ 41,746	$ 0.548	$ 43,673	$ 0.573	$ 46,884	$ 0.615
			100,000		$ 57,395	$ 57,395	$ 0.574	$ 65,430	$ 0.654	$ 74,613	$ 0.746	$ 78,057	$ 0.781	$ 83,796	$ 0.838
			2,000		$ 1,924	$ 1,923.75	$ 0.688	$ 2,193	$ 0.784	$ 2,501	$ 0.894	$ 2,616	$ 0.936	$ 2,809	$ 1.004
			8,000		$ 6,051	$ 6,051	$ 0.687	$ 6,898	$ 0.783	$ 7,867	$ 0.893	$ 8,230	$ 0.934	$ 8,835	$ 1.003
80	I-3	Detention Facilities - Shell	20,000	A	$ 14,293	$ 14,293	$ 0.687	$ 16,293	$ 0.783	$ 18,580	$ 0.893	$ 19,438	$ 0.934	$ 20,867	$ 1.003
			40,000		$ 28,034	$ 28,034	$ 0.216	$ 31,958	$ 0.246	$ 36,444	$ 0.281	$ 38,126	$ 0.294	$ 40,929	$ 0.316
			100,000		$ 41,002	$ 41,002	$ 0.410	$ 46,742	$ 0.467	$ 53,302	$ 0.533	$ 55,763	$ 0.558	$ 59,863	$ 0.599

City of Las Vegas
2010 BUILDING USER FEES

Building & Safety Department

Table No. 3-C PERMIT/INSPECTION VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:											
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor:		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*	
						1.00		*1.14*		*1.30*		*1.36*		*1.46*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			200		$ 258	$ 258.00	$ 0.470	$ 294	$ 0.536	$ 335	$ 0.611	$ 351	$ 0.639	$ 377	$ 0.686
			800		$ 540	$ 540	$ 0.365	$ 616	$ 0.416	$ 702	$ 0.475	$ 734	$ 0.496	$ 788	$ 0.533
81	I-3	Detention Facilities - TI	2,000	A	$ 978	$ 978	$ 0.256	$ 1,115	$ 0.292	$ 1,271	$ 0.332	$ 1,330	$ 0.348	$ 1,428	$ 0.373
			4,000		$ 1,490	$ 1,490	$ 0.206	$ 1,698	$ 0.234	$ 1,936	$ 0.267	$ 2,026	$ 0.279	$ 2,175	$ 0.300
			10,000		$ 2,723	$ 2,723	$ 0.272	$ 3,104	$ 0.310	$ 3,539	$ 0.354	$ 3,703	$ 0.370	$ 3,975	$ 0.397
			250		$ 350	$ 350.00	$ 0.678	$ 399	$ 0.773	$ 455	$ 0.882	$ 476	$ 0.923	$ 511	$ 0.990
			1,000		$ 859	$ 859	$ 0.426	$ 979	$ 0.485	$ 1,116	$ 0.554	$ 1,168	$ 0.579	$ 1,254	$ 0.622
82	I-4	Day Care Facility - Complete	2,500	A	$ 1,498	$ 1,498	$ 0.378	$ 1,707	$ 0.431	$ 1,947	$ 0.491	$ 2,037	$ 0.514	$ 2,186	$ 0.552
			5,000		$ 2,443	$ 2,443	$ 0.379	$ 2,784	$ 0.432	$ 3,175	$ 0.492	$ 3,322	$ 0.515	$ 3,566	$ 0.553
			12,500		$ 5,283	$ 5,283	$ 0.423	$ 6,022	$ 0.482	$ 6,867	$ 0.549	$ 7,184	$ 0.575	$ 7,712	$ 0.617
			250		$ 318	$ 317.50	$ 0.575	$ 362	$ 0.656	$ 413	$ 0.748	$ 432	$ 0.782	$ 464	$ 0.840
			1,000		$ 749	$ 749	$ 0.371	$ 854	$ 0.423	$ 973	$ 0.482	$ 1,018	$ 0.504	$ 1,093	$ 0.541
83	I-4	Day Care Facility - Shell	2,500	A	$ 1,305	$ 1,305	$ 0.303	$ 1,488	$ 0.345	$ 1,697	$ 0.393	$ 1,775	$ 0.411	$ 1,905	$ 0.442
			5,000		$ 2,061	$ 2,061	$ 0.257	$ 2,350	$ 0.293	$ 2,680	$ 0.334	$ 2,803	$ 0.349	$ 3,009	$ 0.375
			12,500		$ 3,987	$ 3,987	$ 0.319	$ 4,545	$ 0.364	$ 5,183	$ 0.415	$ 5,422	$ 0.434	$ 5,821	$ 0.466
			100		$ 121	$ 121.25	$ 0.438	$ 138	$ 0.499	$ 158	$ 0.569	$ 165	$ 0.595	$ 177	$ 0.639
			400		$ 253	$ 253	$ 0.214	$ 288	$ 0.244	$ 328	$ 0.278	$ 343	$ 0.291	$ 369	$ 0.313
84	I-4	Day Care Facility - TI	1,000	A	$ 381	$ 381	$ 0.198	$ 434	$ 0.226	$ 495	$ 0.257	$ 518	$ 0.269	$ 556	$ 0.289
			2,000		$ 579	$ 579	$ 0.151	$ 660	$ 0.172	$ 753	$ 0.196	$ 787	$ 0.205	$ 845	$ 0.220
			5,000		$ 1,031	$ 1,031	$ 0.206	$ 1,175	$ 0.235	$ 1,340	$ 0.268	$ 1,401	$ 0.280	$ 1,505	$ 0.301
			500		$ 332	$ 331.80	$ 0.316	$ 378	$ 0.361	$ 431	$ 0.411	$ 451	$ 0.430	$ 484	$ 0.462
			2,000		$ 806	$ 806	$ 0.205	$ 919	$ 0.234	$ 1,048	$ 0.267	$ 1,097	$ 0.279	$ 1,177	$ 0.300
85	S-1	Storage (Combustable - not S-2) - Complete	5,000	A	$ 1,422	$ 1,422	$ 0.161	$ 1,622	$ 0.184	$ 1,849	$ 0.210	$ 1,934	$ 0.219	$ 2,077	$ 0.235
			10,000		$ 2,229	$ 2,229	$ 0.161	$ 2,541	$ 0.184	$ 2,897	$ 0.210	$ 3,031	$ 0.220	$ 3,254	$ 0.236
			25,000		$ 4,651	$ 4,651	$ 0.186	$ 5,302	$ 0.212	$ 6,046	$ 0.242	$ 6,325	$ 0.253	$ 6,790	$ 0.272
			500		$ 266	$ 266.25	$ 0.243	$ 304	$ 0.277	$ 346	$ 0.316	$ 362	$ 0.331	$ 389	$ 0.355
			2,000		$ 631	$ 631	$ 0.163	$ 720	$ 0.185	$ 821	$ 0.211	$ 859	$ 0.221	$ 922	$ 0.237
86	S-1	Storage (Combustable - not S-2) - Shell	5,000	A	$ 1,119	$ 1,119	$ 0.117	$ 1,275	$ 0.133	$ 1,454	$ 0.151	$ 1,522	$ 0.158	$ 1,633	$ 0.170
			10,000		$ 1,701	$ 1,701	$ 0.115	$ 1,939	$ 0.132	$ 2,212	$ 0.150	$ 2,314	$ 0.157	$ 2,484	$ 0.169
			25,000		$ 3,433	$ 3,433	$ 0.137	$ 3,913	$ 0.157	$ 4,462	$ 0.178	$ 4,668	$ 0.187	$ 5,011	$ 0.200
			100		$ 108	$ 108.00	$ 0.200	$ 123	$ 0.228	$ 140	$ 0.260	$ 147	$ 0.272	$ 158	$ 0.292
			400		$ 168	$ 168	$ 0.120	$ 192	$ 0.137	$ 218	$ 0.156	$ 228	$ 0.163	$ 245	$ 0.175
87	S-1	Storage (Combustable - not S-2) - TI	1,000	A	$ 240	$ 240	$ 0.069	$ 274	$ 0.079	$ 312	$ 0.090	$ 326	$ 0.094	$ 350	$ 0.101
			2,000		$ 309	$ 309	$ 0.071	$ 352	$ 0.080	$ 402	$ 0.092	$ 420	$ 0.096	$ 451	$ 0.103
			5,000		$ 521	$ 521	$ 0.104	$ 593	$ 0.119	$ 677	$ 0.135	$ 708	$ 0.142	$ 760	$ 0.152
			5,000		$ 2,021	$ 2,021.25	$ 0.191	$ 2,304	$ 0.218	$ 2,628	$ 0.249	$ 2,749	$ 0.260	$ 2,951	$ 0.279
			20,000		$ 4,891	$ 4,891	$ 0.089	$ 5,575	$ 0.102	$ 6,358	$ 0.116	$ 6,651	$ 0.122	$ 7,140	$ 0.130
88	S-1	Repair Garage / Service Station - Complete	50,000	A	$ 7,571	$ 7,571	$ 0.064	$ 8,631	$ 0.073	$ 9,842	$ 0.084	$ 10,296	$ 0.088	$ 11,053	$ 0.094
			100,000		$ 10,792	$ 10,792	$ 0.035	$ 12,303	$ 0.040	$ 14,030	$ 0.045	$ 14,678	$ 0.047	$ 15,757	$ 0.051
			250,000		$ 16,011	$ 16,011	$ 0.064	$ 18,253	$ 0.073	$ 20,814	$ 0.083	$ 21,775	$ 0.087	$ 23,376	$ 0.094

City of Las Vegas
2010 BUILDING USER FEES

Building & Safety Department

Table No. 3-C PERMIT/INSPECTION VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:											
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B			
						Relative Effort Factor:		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*			
						1.00		*1.14*		*1.30*		*1.36*		*1.46*			
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF		
			500		$ 1,589	$ 1,588.30	$ 0.987	$ 1,812	$ 1.125	$ 2,066	$ 1.283	$ 2,161	$ 1.342	$ 2,320	$ 1.441		
			2,000		$ 3,070	$ 3,070	$ 0.619	$ 3,499	$ 0.706	$ 3,991	$ 0.805	$ 4,175	$ 0.842	$ 4,482	$ 0.904		
89	S-1	Repair Garage / Service Station - Shell	5,000	A	$ 4,928	$ 4,928	$ 0.402	$ 5,618	$ 0.459	$ 6,406	$ 0.523	$ 6,702	$ 0.547	$ 7,195	$ 0.587		
			10,000		$ 6,939	$ 6,939	$ 0.234	$ 7,910	$ 0.267	$ 9,021	$ 0.305	$ 9,437	$ 0.319	$ 10,131	$ 0.342		
			25,000		$ 10,456	$ 10,456	$ 0.418	$ 11,920	$ 0.477	$ 13,593	$ 0.544	$ 14,220	$ 0.569	$ 15,266	$ 0.611		
			100		$ 129	$ 129.00	$ 0.325	$ 147	$ 0.371	$ 168	$ 0.423	$ 175	$ 0.442	$ 188	$ 0.475		
			400		$ 227	$ 227	$ 0.155	$ 258	$ 0.177	$ 294	$ 0.202	$ 308	$ 0.211	$ 331	$ 0.226		
90	S-1	Repair Garage / Service Station - TI	1,000	A	$ 320	$ 320	$ 0.159	$ 364	$ 0.181	$ 415	$ 0.207	$ 435	$ 0.216	$ 466	$ 0.232		
			2,000		$ 479	$ 479	$ 0.133	$ 545	$ 0.152	$ 622	$ 0.173	$ 651	$ 0.181	$ 699	$ 0.194		
			5,000		$ 878	$ 878	$ 0.176	$ 1,000	$ 0.200	$ 1,141	$ 0.228	$ 1,193	$ 0.239	$ 1,281	$ 0.256		
			500		$ 356	$ 355.50	$ 0.339	$ 405	$ 0.386	$ 462	$ 0.441	$ 483	$ 0.461	$ 519	$ 0.495		
			2,000		$ 864	$ 864	$ 0.220	$ 985	$ 0.251	$ 1,123	$ 0.286	$ 1,175	$ 0.299	$ 1,261	$ 0.321		
91	S-2	Storage (Non-Combustable - not S-1) - Complete	5,000	A	$ 1,524	$ 1,524	$ 0.173	$ 1,737	$ 0.197	$ 1,981	$ 0.225	$ 2,073	$ 0.235	$ 2,225	$ 0.252		
			10,000		$ 2,388	$ 2,388	$ 0.173	$ 2,722	$ 0.197	$ 3,104	$ 0.225	$ 3,248	$ 0.235	$ 3,486	$ 0.253		
			25,000		$ 4,983	$ 4,983	$ 0.199	$ 5,681	$ 0.227	$ 6,478	$ 0.259	$ 6,777	$ 0.271	$ 7,275	$ 0.291		
			500		$ 245	$ 244.95	$ 0.224	$ 279	$ 0.255	$ 318	$ 0.291	$ 333	$ 0.304	$ 358	$ 0.327		
			2,000		$ 581	$ 581	$ 0.150	$ 662	$ 0.170	$ 755	$ 0.194	$ 790	$ 0.203	$ 848	$ 0.218		
92	S-2	Storage (Non-Combustable - not S-1) - Shell	5,000	A	$ 1,029	$ 1,029	$ 0.107	$ 1,173	$ 0.122	$ 1,338	$ 0.139	$ 1,400	$ 0.146	$ 1,503	$ 0.156		
			10,000		$ 1,565	$ 1,565	$ 0.106	$ 1,784	$ 0.121	$ 2,035	$ 0.138	$ 2,129	$ 0.144	$ 2,285	$ 0.155		
			25,000		$ 3,158	$ 3,158	$ 0.126	$ 3,600	$ 0.144	$ 4,105	$ 0.164	$ 4,295	$ 0.172	$ 4,611	$ 0.184		
			100		$ 108	$ 108.00	$ 0.200	$ 123	$ 0.228	$ 140	$ 0.260	$ 147	$ 0.272	$ 158	$ 0.292		
			400		$ 168	$ 168	$ 0.120	$ 192	$ 0.137	$ 218	$ 0.156	$ 228	$ 0.163	$ 245	$ 0.175		
93	S-2	Storage (Non-Combustable - not S-1) - TI	1,000	A	$ 240	$ 240	$ 0.069	$ 274	$ 0.079	$ 312	$ 0.090	$ 326	$ 0.094	$ 350	$ 0.101		
			2,000		$ 309	$ 309	$ 0.071	$ 352	$ 0.080	$ 402	$ 0.092	$ 420	$ 0.096	$ 451	$ 0.103		
			5,000		$ 521	$ 521	$ 0.104	$ 593	$ 0.119	$ 677	$ 0.135	$ 708	$ 0.142	$ 760	$ 0.152		
			3,000		$ 1,148	$ 1,148.00	$ 0.158	$ 1,309	$ 0.180	$ 1,492	$ 0.205	$ 1,561	$ 0.215	$ 1,676	$ 0.230		
			12,000		$ 2,569	$ 2,569	$ 0.168	$ 2,928	$ 0.192	$ 3,339	$ 0.218	$ 3,494	$ 0.229	$ 3,750	$ 0.245		
94	S-2	Parking Garage - Complete	30,000	A	$ 5,594	$ 5,594	$ 0.168	$ 6,377	$ 0.192	$ 7,272	$ 0.219	$ 7,608	$ 0.229	$ 8,167	$ 0.246		
			60,000		$ 10,640	$ 10,640	$ 0.111	$ 12,130	$ 0.126	$ 13,832	$ 0.144	$ 14,470	$ 0.151	$ 15,534	$ 0.162		
			150,000		$ 20,520	$ 20,620	$ 0.137	$ 23,507	$ 0.157	$ 26,806	$ 0.179	$ 28,043	$ 0.187	$ 30,105	$ 0.201		
			200		$ 138	$ 138.00	$ 0.135	$ 157	$ 0.154	$ 179	$ 0.176	$ 188	$ 0.184	$ 201	$ 0.197		
			800		$ 219	$ 219	$ 0.096	$ 250	$ 0.110	$ 285	$ 0.125	$ 298	$ 0.131	$ 320	$ 0.141		
95	U	Utility Structure (without MPE's)	2,000	A	$ 335	$ 335	$ 0.090	$ 381	$ 0.103	$ 435	$ 0.117	$ 455	$ 0.122	$ 488	$ 0.131		
			4,000		$ 515	$ 515	$ 0.065	$ 587	$ 0.074	$ 669	$ 0.084	$ 700	$ 0.088	$ 751	$ 0.094		
			10,000		$ 902	$ 902	$ 0.090	$ 1,028	$ 0.103	$ 1,172	$ 0.117	$ 1,226	$ 0.123	$ 1,316	$ 0.132		
			200		$ 171	$ 171.00	$ 0.210	$ 195	$ 0.239	$ 222	$ 0.273	$ 233	$ 0.286	$ 250	$ 0.307		
			800		$ 297	$ 297	$ 0.131	$ 339	$ 0.172	$ 386	$ 0.197	$ 404	$ 0.206	$ 434	$ 0.221		
96	U	Utility Structure (with MPE's)	2,000	A	$ 479	$ 479	$ 0.140	$ 545	$ 0.159	$ 622	$ 0.181	$ 651	$ 0.190	$ 699	$ 0.204		
			4,000		$ 758	$ 758	$ 0.100	$ 864	$ 0.114	$ 985	$ 0.130	$ 1,030	$ 0.136	$ 1,106	$ 0.146		
			10,000		$ 1,356	$ 1,356	$ 0.136	$ 1,546	$ 0.155	$ 1,763	$ 0.176	$ 1,844	$ 0.184	$ 1,980	$ 0.198		

City of Las Vegas
2010 BUILDING USER FEES

Building & Safety Department

Table No. 3-C PERMIT/INSPECTION VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:											
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor: 1.00		*Relative Effort Factor:* 1.14		*Relative Effort Factor:* 1.30		*Relative Effort Factor:* 1.36		*Relative Effort Factor:* 1.46	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			1,000		$ 792	$ 792.00	$ 0.359	$ 903	$ 0.409	$ 1,030	$ 0.467	$ 1,077	$ 0.488	$ 1,156	$ 0.524
			4,000		$ 1,869	$ 1,869	$ 0.262	$ 2,131	$ 0.299	$ 2,430	$ 0.341	$ 2,542	$ 0.356	$ 2,729	$ 0.383
97	M	Mercantile / Store - Complete	10,000	A	$ 3,441	$ 3,441	$ 0.282	$ 3,923	$ 0.322	$ 4,474	$ 0.367	$ 4,680	$ 0.384	$ 5,024	$ 0.412
			20,000		$ 6,265	$ 6,265	$ 0.230	$ 7,142	$ 0.262	$ 8,145	$ 0.299	$ 8,520	$ 0.313	$ 9,147	$ 0.336
			50,000		$ 13,161	$ 13,161	$ 0.263	$ 15,004	$ 0.300	$ 17,110	$ 0.342	$ 17,899	$ 0.358	$ 19,215	$ 0.384
			1,000		$ 695	$ 694.50	$ 0.277	$ 792	$ 0.315	$ 903	$ 0.360	$ 945	$ 0.376	$ 1,014	$ 0.404
			4,000		$ 1,525	$ 1,525	$ 0.225	$ 1,738	$ 0.257	$ 1,982	$ 0.293	$ 2,073	$ 0.307	$ 2,226	$ 0.329
98	M	Mercantile / Store - Shell	10,000	A	$ 2,877	$ 2,877	$ 0.171	$ 3,280	$ 0.195	$ 3,740	$ 0.222	$ 3,913	$ 0.232	$ 4,200	$ 0.249
			20,000		$ 4,585	$ 4,585	$ 0.173	$ 5,227	$ 0.198	$ 5,961	$ 0.225	$ 6,236	$ 0.236	$ 6,694	$ 0.253
			50,000		$ 9,789	$ 9,789	$ 0.196	$ 11,159	$ 0.223	$ 12,725	$ 0.255	$ 13,313	$ 0.266	$ 14,292	$ 0.286
			100		$ 122	$ 121.50	$ 0.350	$ 139	$ 0.399	$ 158	$ 0.455	$ 165	$ 0.476	$ 177	$ 0.511
			400		$ 227	$ 227	$ 0.118	$ 258	$ 0.134	$ 294	$ 0.153	$ 308	$ 0.160	$ 331	$ 0.172
99	M	Mercantile / Store - TI	1,000	A	$ 297	$ 297	$ 0.123	$ 339	$ 0.140	$ 386	$ 0.160	$ 404	$ 0.167	$ 434	$ 0.180
			2,000		$ 420	$ 420	$ 0.113	$ 479	$ 0.128	$ 546	$ 0.146	$ 571	$ 0.153	$ 613	$ 0.164
			5,000		$ 758	$ 758	$ 0.152	$ 864	$ 0.173	$ 985	$ 0.197	$ 1,030	$ 0.206	$ 1,106	$ 0.221
			5,000		$ 1,728	$ 1,727.50	$ 0.235	$ 1,969	$ 0.268	$ 2,246	$ 0.306	$ 2,349	$ 0.320	$ 2,522	$ 0.343
			20,000		$ 5,253	$ 5,253	$ 0.235	$ 5,988	$ 0.268	$ 6,828	$ 0.306	$ 7,143	$ 0.320	$ 7,669	$ 0.343
100	M	Mercantile / Store: Highrise - Complete	50,000	A	$ 12,305	$ 12,305	$ 0.235	$ 14,028	$ 0.268	$ 15,997	$ 0.305	$ 16,735	$ 0.319	$ 17,965	$ 0.343
			100,000		$ 24,050	$ 24,050	$ 0.235	$ 27,417	$ 0.268	$ 31,265	$ 0.306	$ 32,708	$ 0.320	$ 35,113	$ 0.343
			250,000		$ 59,301	$ 59,301	$ 0.237	$ 67,603	$ 0.270	$ 77,092	$ 0.308	$ 80,650	$ 0.323	$ 86,560	$ 0.346
			5,000		$ 1,494	$ 1,493.75	$ 0.188	$ 1,703	$ 0.214	$ 1,942	$ 0.244	$ 2,032	$ 0.255	$ 2,181	$ 0.274
			20,000		$ 4,309	$ 4,309	$ 0.188	$ 4,912	$ 0.214	$ 5,601	$ 0.244	$ 5,860	$ 0.256	$ 6,291	$ 0.275
101	M	Mercantile / Store: Highrise - Shell	50,000	A	$ 9,950	$ 9,950	$ 0.188	$ 11,343	$ 0.214	$ 12,935	$ 0.244	$ 13,532	$ 0.256	$ 14,527	$ 0.274
			100,000		$ 19,349	$ 19,349	$ 0.163	$ 22,058	$ 0.185	$ 25,153	$ 0.211	$ 26,314	$ 0.221	$ 28,249	$ 0.237
			250,000		$ 43,745	$ 43,745	$ 0.175	$ 49,869	$ 0.199	$ 56,868	$ 0.227	$ 59,493	$ 0.238	$ 63,867	$ 0.255
			200		$ 130	$ 130.00	$ 0.167	$ 148	$ 0.190	$ 169	$ 0.217	$ 177	$ 0.227	$ 190	$ 0.243
			800		$ 230	$ 230	$ 0.100	$ 262	$ 0.114	$ 299	$ 0.130	$ 313	$ 0.136	$ 336	$ 0.146
102	M	Mercantile / Store: Highrise - TI	2,000	A	$ 350	$ 350	$ 0.107	$ 399	$ 0.122	$ 455	$ 0.139	$ 476	$ 0.145	$ 511	$ 0.156
			4,000		$ 564	$ 564	$ 0.069	$ 643	$ 0.078	$ 733	$ 0.089	$ 767	$ 0.093	$ 823	$ 0.100
			10,000		$ 975	$ 975	$ 0.098	$ 1,112	$ 0.111	$ 1,268	$ 0.127	$ 1,326	$ 0.133	$ 1,424	$ 0.142
			5,000		$ 1,539	$ 1,538.75	$ 0.233	$ 1,754	$ 0.265	$ 2,000	$ 0.302	$ 2,093	$ 0.316	$ 2,247	$ 0.339
			20,000		$ 5,026	$ 5,026	$ 0.233	$ 5,730	$ 0.265	$ 6,534	$ 0.302	$ 6,836	$ 0.316	$ 7,338	$ 0.339
103	A-4	Arena	50,000	A	$ 12,001	$ 12,001	$ 0.233	$ 13,681	$ 0.265	$ 15,602	$ 0.302	$ 16,322	$ 0.316	$ 17,522	$ 0.339
			100,000		$ 23,626	$ 23,626	$ 0.233	$ 26,934	$ 0.265	$ 30,714	$ 0.302	$ 32,132	$ 0.316	$ 34,494	$ 0.339
			250,000		$ 58,501	$ 58,501	$ 0.234	$ 66,691	$ 0.267	$ 76,052	$ 0.304	$ 79,562	$ 0.318	$ 85,412	$ 0.342
			5,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			20,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
104	A-5	Amusement Park Structure: Deposit (Fees based on actual time @	50,000	A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			100,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			250,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

City of Las Vegas
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Table No. 3-C PERMIT/INSPECTION VARIABLE FEE SCHEDULE FOR NEW CONSTRUCTION

						CONSTRUCTION TYPE & *RATIO OF REQUIRED EFFORT*:									
						Group A: V-A / V-B		Group B: III-A / III-B		Group C: IV		Group D: II-A / II-B		Group E: I-A / I-B	
						Relative Effort Factor:		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*		*Relative Effort Factor:*	
						1.00		*1.14*		*1.30*		*1.36*		*1.46*	
Fee #	ICC (UBC) Use Type	Occupancy	Size Basis (square feet)	Type of Construction Category	Base Recommended Fee	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF	Base Cost	Each Additional SF
			10,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			40,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
105	A-5	Stadium: Deposit (Fees based on actual time @ staff houly rates)	100,000	A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			200,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			500,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			200		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			800		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
106	CSR	Commercial TI - Structural Review Add-on	2,000	A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			4,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			10,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			200		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			500		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
107	RSR	Residential Remodel / Addition - Structural Review Add-on	1,000	A	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			1,400		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			2,000		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			10,000		$ 975	$ 975.00	$ 0.048	$ 1,112	$ 0.055	$ 1,268	$ 0.063	$ 1,326	$ 0.066	$ 1,424	$ 0.071
			40,000		$ 2,424	$ 2,424	$ 0.047	$ 2,763	$ 0.053	$ 3,151	$ 0.061	$ 3,296	$ 0.064	$ 3,539	$ 0.068
108	M	Mercantile / Store: Highrise - TI (tier 2)	100,000	A	$ 5,234	$ 5,234	$ 0.047	$ 5,966	$ 0.053	$ 6,804	$ 0.061	$ 7,118	$ 0.064	$ 7,641	$ 0.068
			200,000		$ 9,918	$ 9,918	$ 0.047	$ 11,306	$ 0.053	$ 12,893	$ 0.061	$ 13,488	$ 0.064	$ 14,480	$ 0.068
			500,000		$ 23,973	$ 23,973	$ 0.048	$ 27,329	$ 0.055	$ 31,164	$ 0.062	$ 32,603	$ 0.065	$ 35,000	$ 0.070
			5,000		$ 631	$ 631.25	$ 0.057	$ 720	$ 0.065	$ 821	$ 0.074	$ 859	$ 0.078	$ 922	$ 0.083
			20,000		$ 1,486	$ 1,486	$ 0.047	$ 1,694	$ 0.053	$ 1,932	$ 0.061	$ 2,021	$ 0.064	$ 2,170	$ 0.068
109	M	Mercantile / Store: Non-Highrise - TI (tier 2)	50,000	A	$ 2,891	$ 2,891	$ 0.047	$ 3,296	$ 0.053	$ 3,759	$ 0.061	$ 3,932	$ 0.064	$ 4,221	$ 0.068
			100,000		$ 5,234	$ 5,234	$ 0.047	$ 5,966	$ 0.053	$ 6,804	$ 0.061	$ 7,118	$ 0.064	$ 7,641	$ 0.068
			250,000		$ 12,260	$ 12,260	$ 0.049	$ 13,976	$ 0.056	$ 15,938	$ 0.064	$ 16,674	$ 0.067	$ 17,900	$ 0.072
			-		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			-		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
110	-	0	-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			-		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			-		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

City of Las Vegas
2010 BUILDING USER FEES

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Table No. 3-D - MPE FEES (Mechanical, Plumbing & Electrical stand alone Permits)

	Fee Service Information	*Effective July 1, 2010*	*Effective July 1, 2012*	*Effective July 1, 2013*
Fee #	Fee Title	Inspection/Permit Fees	Inspection/Permit Fees	Inspection/Permit Fees
1	**ADMINISTRATIVE (BASE) FEES**			
2	Permit Issuance and Administration * (applies to all permits and is in addition to the Permit/Inspection fees)	$ 53	$ 54	$ 54
3	Travel and Documentation (per permit)	$ 99	$ 99	$ 99
4	Each additional trip	$ 83	$ 83	$ 83
5	Plan Collation fee	$ 100	$ 100	$ 100
6	{unused}			
7	{unused}			
8	{unused}			
9	{unused}			
10	**MECHANICAL PERMIT FEES (Plan Check charged per hourly rates)**			
11	FAU less than 100,000 Btu/h	$ 100	$ 115	$ 127
12	FAU greater than 100,000 Btu/h	$ 100	$ 115	$ 127
13	Floor furnace (including vent)	$ 100	$ 115	$ 127
14	Suspended, wall, or floor-mounted heaters	$ 100	$ 115	$ 127
15	Appliance vents not included in an appliance permit	$ 100	$ 100	$ 100
16	Addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption, or evaporative cooling system.	$ 100	$ 100	$ 100
17	Boiler or compressor, up to 3HP / Absorption system up to 100,000 Btu/h.	$ 150	$ 173	$ 190
18	Boiler or compressor, from 3HP to 15 HP / Absorption system from 100,000 Btu/h to 500,000 Btu/h.	$ 150	$ 173	$ 190
19	Boiler or compressor, from 15 HP to 30 HP / Absorption system from 500,000 Btu/h to 1,000,000 Btu/h.	$ 150	$ 173	$ 190
20	Boiler or compressor, from 30 HP to 50 HP, / absorption system from 1,000,000 Btu/h to 1,750,000	$ 175	$ 201	$ 221
21	Boiler or compressor, over 50 HP / Absorption system over 1,750,000 Btu/h.	$ 200	$ 230	$ 253
22	Air-handling unit, including attached ducts.	$ 245	$ 245	$ 245
23	Air-handling unit over 10,000 CFM	$ 298	$ 318	$ 318
24	Evaporative cooler	$ 100	$ 115	$ 127
25	Ventilation fan connected to a single duct	$ 100	$ 115	$ 127
26	Ventilation system (not a portion of heating or a/c system)	$ 100	$ 115	$ 127
27	Hood and duct system.	$ 100	$ 115	$ 127
28	Incinerator, residential	$ 50	$ 58	$ 63
29	Commercial or Industrial-type incinerator	$ 100	$ 115	$ 127
30	Misc. appliances or equipment.	$ 50	$ 58	$ 63
31	Misc. repair	$ 18	$ 20	$ 22
32	HVAC Exact change out	$ 29	$ 33	$ 36
33	HVAC minor repair	$ 53	$ 53	$ 53
34	Stand Alone Mechanical Plan Check (hourly rate)	$ 160	$ 160	$ 160
35	Other Mechanical Inspections (per hour)	$ 160	$ 160	$ 160
36	Walk in Cooler installation	$ 27	$ 27	$ 27
37	**PLUMBING / GAS PERMIT FEES (Plan Check charged per hourly rates)**			
38	Plumbing fixtures, including piping (each 10 fixtures)	$ 50	$ 58	$ 63

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Table No. 3-D - MPE FEES (Mechanical, Plumbing & Electrical stand alone Permits)

Fee Service Information		*Effective July 1, 2010*	*Effective July 1, 2012*	*Effective July 1, 2013*
Fee #	**Fee Title**	**Inspection/Permit Fees**	**Inspection/Permit Fees**	**Inspection/Permit Fees**
39	Building sewer install / repair / replacement (per 100 lf)	$ 75	$ 86	$ 95
40	Rainwater systems (per drain)	$ 18	$ 20	$ 22
41	Water Piping Replacement (each 2,500 sf) (Kitec & repipes)	$ 275	$ 316	$ 348
42	Gas Piping - 1-4 outlets	$ 75	$ 86	$ 95
43	Gas Piping - each additional 4 outlets	$ 29	$ 33	$ 36
44	Water Heater	$ 18	$ 20	$ 22
45	Industrial waste pretreatment interceptor	$ 76	$ 87	$ 96
46	Water softener equipment, including piping (each)	$ 18	$ 20	$ 22
47	Repair or alteration of drainage or vent piping, each fixture	$ 50	$ 58	$ 63
48	Backflow devices - each unit	$ 100	$ 115	$ 127
49	Atmospheric-type vacuum breakers: 1-5 units	$ 100	$ 115	$ 127
50	Atmospheric-type vacuum breakers: each additional 5 units	$ 100	$ 115	$ 127
51	Solar installations	$ 216	$ 249	$ 274
52	Med Gas (Does not apply to Dental Offices for compressed air & vacuum line only)	$ 266	$ 306	$ 337
53	Sewer Connection Fee	$ 45	$ 47	$ 47
54	Gas line repair or tag	$ 18	$ 20	$ 22
55	Stand Alone Plumbing Plan Check (hourly rate)	$ 160	$ 160	$ 160
56	Other Plumbing and Gas Inspections (per hour)	$ 160	$ 160	$ 160
57	Misc. repair	$ 33	$ 37	$ 41
58	**ELECTRICAL PERMIT FEES (Plan Check charged per hourly rates)**			
59	Special Events:	$ 100	$ 115	$ 127
60	Electric generator and electrically-driven rides	$ 100	$ 115	$ 127
61	Mechanically-driven rides/ attractions with electrical lighting	$ 100	$ 115	$ 127
62	Each system of area and booth lighting	$ 100	$ 115	$ 127
63	Receptacle, Switch, and Lighting Outlets:			
64	First 10	$ 100	$ 115	$ 127
65	Each Additional 10	$ 35	$ 40	$ 40
66	Pole or platform-mounted lighting fixtures (each 5)	$ 50	$ 58	$ 63
67	Theatrical-type lighting fixtures or assemblies (each)	$ 100	$ 115	$ 127
68	Residential Fixed Appliances (each 5)	$ 50	$ 58	$ 63
69	Nonresidential Fixed Appliances (each 2)	$ 100	$ 115	$ 127
70	Solar installations	$ 250	$ 250	$ 250
71	Meter tags	$ 50	$ 58	$ 63
72	Low voltage	$ 64	$ 64	$ 64
73	Misc. repair	$ 18	$ 20	$ 22
74	**Power Apparatus:**			
75	Motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment, and other apparatus:			
76	Rating in horsepower (HP - motors) or kilovolt-amperes (KVA - transformers):			
77	Up to and including 1 (each 3)	$ 150	$ 162	$ 162
78	Over 1 and not over 10 (each 3)	$ 190	$ 200	$ 200

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Table No. 3-D - MPE FEES (Mechanical, Plumbing & Electrical stand alone Permits)

	Fee Service Information	*Effective July 1, 2010*	*Effective July 1, 2012*	*Effective July 1, 2013*
Fee #	**Fee Title**	**Inspection/Permit Fees**	**Inspection/Permit Fees**	**Inspection/Permit Fees**
79	Over 10 and not over 50 (each 3)	$ 200	$ 230	$ 242
80	Over 50 and not over 100 (each 3)	$ 300	$ 345	$ 352
81	Over 100 (each)	$ 450	$ 518	$ 543
82	Roof mounted photovoltaic system - 3 power apparatus	$ 300	$ 345	$ 380
83	Ground mounted photovoltaic system - 3 apparatus	$ 200	$ 230	$ 253
84	Note: These fees include all switches, circuit breakers, contactors, thermostats, relays, and other directly related control equipment.			
85	Busways:			
86	-			
87	(An additional fee will be required for lighting fixtures, motors, and other appliances that are connected to trolley and plug-in-type busways. No fee is required for portable tools.)			
88	Signs, Outline Lighting, and Marquees:	$ 100	$ 100	$ 100
89	Signs, Outline Lighting, or Marquees supplied from one branch circuit (each)	$ 150	$ 173	$ 190
90	Additional branch circuits within the same sign, outline lighting system, or marquee (each)	$ 100	$ 115	$ 127
91	-			
92	-			
93	**Services:**			
94	Services of 600 volts or less and not over 200 amperes in rating (each)	$ 100	$ 115	$ 127
95	Services of 600 volts or less and over 200 amperes to 1000 amperes in rating (each)	$ 150	$ 173	$ 190
96	Services over 600 volts or over 1000 amperes in rating (each)	$ 200	$ 230	$ 253
97	Service Change	$ 150	$ 173	$ 190
98	Miscellaneous Apparatus, Conduits, and Conductors	$ 150	$ 173	$ 190
99	Electrical apparatus, conduits, and conductors for which a permit is required, but for which no fee is herein set forth	$ 150	$ 173	$ 190
100	Temporary Power Service	$ 50	$ 50	$ 50
101	Temporary Power Service with Subpanel	$ 50	$ 58	$ 63
102	Temporary power pole.	$ 50	$ 50	$ 50
103	Sub poles (each)	$ 30	$ 30	$ 30
104	Exact Panel change out	$ 30	$ 30	$ 30
105	Minor Electrical	$ 50	$ 58	$ 63
106	Meter pedestal	$ 25	$ 29	$ 30
107	Stand Alone Electrical Plan Check (hourly rate)	$ 160	$ 160	$ 160
108	Other Electrical Inspections (per hour)	$ 160	$ 160	$ 160
109	Parking Lot Lighting	$ 100	$ 115	$ 127

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Building & Safety Department

Table No. 3-E OTHER CONSTRUCTION FEES - MISCELLANEOUS ITEMS

Fee Service Information		*Effective July 1, 2010*		*Effective July 1, 2012*		*Effective July 1, 2013*	
Fee #	**Fee Title**	**Plan Check Fees**	**Inspection/Permit Fees**	**Plan Check Fees**	**Inspection/Permit Fees**	**Plan Check Fees**	**Inspection/Permit Fees**
	*Permit Issuance and Administration * (see MPE Fee chart - the Permit Issuance and Administration Fee applies to all permits and is in addition to the Permit/Inspection fees)*						
1	Administrative Appeal (B.O. Hearing Committee) Total Cost per Appeal	$ 125	$ -	$ 144	$ -	$ 158	$ -
2	Amusement Ride Initial Application (Structural Reviews are additional costs at the per hour rates)	$ 172	$ -	$ 172	$ -	$ 172	$ -
3	Amusement Ride Annual Re-Certification (Structural Reviews are additional costs at the per hour rates)	$ 80	$ -	$ 80	$ -	$ 80	$ -
4	Board of Appeals - Filing / Processing	$ 20	$ -	$ 20	$ -	$ 20	$ -
5	Board of Appeals - Appeal Hearing (Actual Time @ staff billable hourly rates)	$ -	$ -	$ -	$ -	$ -	$ -
6	Canopy - Motor Vehicle Fueling Stations (each canopy)	$ 161	$ 131	$ 185	$ 150	$ 203	$ 150
7	Canopy - Other (first 300 sf)	$ 161	$ 131	$ 185	$ 150	$ 203	$ 150
8	each additional 300 sf	$ 32	$ 131	$ 37	$ 150	$ 41	$ 150
9	Carport - pre-fab (Residential)	$ 93	$ 50	$ 107	$ 57	$ 118	$ 57
10	Carport - Custom and Commercial (first 300 sf)	$ 113	$ 76	$ 129	$ 88	$ 142	$ 88
11	each additional 300 sf	$ 15	$ 61	$ 18	$ 70	$ 20	$ 70
12	Cellular / Mobile Phone Tower	$ 251	$ 409	$ 289	$ 470	$ 318	$ 517
13	Non-Work Certificate of Occupancy	$ 71	$ 63	$ 82	$ 72	$ 90	$ 72
14	Change of Address	$ 69	$ -	$ 69	$ -	$ 69	$ -
15	Change of Contractor	$ 65	$ -	$ 75	$ -	$ 82	$ -
16	Investigation - Change of Occupancy	$ 100	$ 100	$ 115	$ 115	$ 127	$ 126
17	Construction Trailer	$ 55	$ 165	$ 63	$ 190	$ 70	$ 208
18	Conversion to Real Property (mobile home)	$ 63	$ 35	$ 72	$ 40	$ 79	$ 44
19	Clean Water Coalition - Staff Administration and Processing	$ -	$ -	$ -	$ -	$ -	$ -
20	Deck / Balcony - first 300 sf	$ 120	$ 89	$ 138	$ 102	$ 152	$ 112
21	Each additional 100 sf	$ 15	$ 40	$ 15	$ 40	$ 15	$ 40
22	Deck / Balcony - Engineered - first 300 sf	$ 120	$ 89	$ 138	$ 102	$ 152	$ 112
23	Each additional 100 sf	$ 15	$ 41	$ 18	$ 47	$ 20	$ 52
24	DCP Tortoise Fees - Staff Administration and Processing	$ 63	$ -	$ 72	$ -	$ 79	$ -
25	Demolition	$ 63	$ 78	$ 72	$ 89	$ 72	$ 89
26	Deferred Submittal (additional fees for plan review time not included)	$ 225	$ -	$ 225	$ -	$ 225	$ -
27	**Disaster Repair:**						
28	Fire	$ 101	$ 551	$ 116	$ 634	$ 127	$ 697
29	Water	$ 100	$ 405	$ 116	$ 466	$ 121	$ 489
30	Vehicle	$ 87	$ 195	$ 100	$ 224	$ 110	$ 247
31	Other	$ 87	$ 188	$ 100	$ 216	$ 110	$ 237
32	Entry Gates (AVI)	$ 184	$ 59	$ 212	$ 68	$ 233	$ 74
33	Express Admin for Express Plan Check [no cost analysis]	$ 500	$ -	$ 500	$ -	$ 500	$ -
34	Express Plan Check - Per Hour [no cost analysis]	$ 600	$ -	$ 600	$ -	$ 600	$ -
35	Express Inspection	$ -	$ 125	$ -	$ 144	$ -	$ 158
36	**Fence or Wall (wood, chain link, wrought iron):**						

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Building & Safety Department

Table No. 3-E OTHER CONSTRUCTION FEES - MISCELLANEOUS ITEMS

Fee Service Information		*Effective July 1, 2010*		*Effective July 1, 2012*		*Effective July 1, 2013*	
Fee #	**Fee Title**	**Plan Check Fees**	**Inspection/Permit Fees**	**Plan Check Fees**	**Inspection/Permit Fees**	**Plan Check Fees**	**Inspection/Permit Fees**
	*Permit Issuance and Administration * (see MPE Fee chart - the Permit Issuance and Administration Fee applies to all permits and is in addition to the Permit/Inspection fees)*						
37	up to 6 feet in height, 1st 100 l.f.	$ 59	$ 91	$ 68	$ 105	$ 74	$ 105
38	Each additional 100 lf	$ 49	$ 56	$ 49	$ 56	$ 49	$ 56
39	> 6 feet in height, 1st 100 l.f.	$ 58	$ 91	$ 66	$ 105	$ 73	$ 105
40	Each additional 100 lf	$ 49	$ 56	$ 49	$ 56	$ 49	$ 56
41	**Retaining Fence:**						
42	Keystone	$ 80	$ 186	$ 80	$ 186	$ 80	$ 186
43	Up to 12', first 100 lf	$ 78	$ 144	$ 89	$ 166	$ 98	$ 166
44	Greater than 12', first 100 lf	$ 83	$ 126	$ 95	$ 145	$ 104	$ 145
45	Each additional 100 lf	$ 74	$ 118	$ 74	$ 118	$ 74	$ 118
46	**Freestanding Wall:**						
47	Up to 12', first 100 lf	$ 71	$ 131	$ 82	$ 150	$ 90	$ 165
48	Greater than 12', first 100 lf	$ 78	$ 144	$ 89	$ 166	$ 98	$ 182
49	Each additional 100 lf	$ 80	$ 96	$ 80	$ 96	$ 80	$ 96
50	Fireplace - Masonry	$ 150	$ 330	$ 173	$ 380	$ 190	$ 417
51	Fireplace - Manufactured	$ 150	$ 165	$ 173	$ 190	$ 190	$ 209
52	Flag pole (greater than 6 feet in height)	$ 26	$ 41	$ 30	$ 47	$ 33	$ 52
53	Foundation (other then high-rise)	$ 326	$ 160	$ 326	$ 160	$ 326	$ 160
54	Fast track plumbing tags (no inspection)	$ 50	$ -	$ 50	$ -	$ 50	$ -
55	Fire Permit Admin Processing	$ 50	$ -	$ 50	$ -	$ 50	$ -
56	Garage - Private (first 1000 sf)	$ 156	$ 240	$ 180	$ 276	$ 198	$ 304
57	each additional 500 sf	$ 83	$ 119	$ 83	$ 119	$ 83	$ 119
58	**Grading (Cut and Fill):**						
59	Site Investigation	$ -	$ 125	$ -	$ 125	$ -	$ 125
60	Grading Plan Review (hourly rates when stand alone review is required)	$ -	$ -	$ -	$ -	$ -	$ -
61	Clear and Grub	$ 76	$ 38	$ 87	$ 43	$ 96	$ 47
62	Grading Plan Copy and Retention	$ -	$ -	$ -	$ -	$ -	$ -
63	50-100 CY	$ 67	$ 36	$ 77	$ 41	$ 85	$ 46
64	101 - 500 CY	$ 67	$ 46	$ 77	$ 52	$ 85	$ 58
65	501 - 1,000 CY	$ 67	$ 55	$ 77	$ 63	$ 85	$ 70
66	Each Add'l 100 CY or portion thereof (plus base fee)	$ 10	$ 15	$ 12	$ 17	$ 13	$ 19
67	10,000 CY (minimum)	$ 67	$ 100	$ 67	$ 100	$ 67	$ 100
68	Each Add'l 1,000 CY or portion thereof (plus base fee)	$ 10	$ 15	$ 12	$ 17	$ 13	$ 19
69	100,000 CY (minimum)	$ 67	$ 100	$ 67	$ 100	$ 67	$ 100
70	Each Add'l 10,000 CY or portion thereof (plus base fee)	$ 10	$ 15	$ 12	$ 17	$ 13	$ 19
71	**Erosion Control Permit:**						
72	< 1 acre	$ 3	$ 15	$ 3	$ 15	$ 3	$ 15
73	1 acre or more (per month)	$ -	$ 5	$ -	$ 6	$ -	$ 6
74	Agriculture	$ -	$ -	$ -	$ -	$ -	$ -
75	Storm Drain (>6" pipe diam) - first 100 lf	$ 97	$ -	$ 97	$ -	$ 97	$ -

City of Las Vegas
2010 BUILDING USER FEES

Building & Safety Department

Table No. 3-E OTHER CONSTRUCTION FEES - MISCELLANEOUS ITEMS

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Fee #	**Fee Title**	**Plan Check Fees**	**Inspection/Permit Fees**	**Plan Check Fees**	**Inspection/Permit Fees**	**Plan Check Fees**	**Inspection/Permit Fees**
	*Permit Issuance and Administration * (see MPE Fee chart - the Permit Issuance and Administration Fee applies to all permits and is in addition to the Permit/Inspection fees)*						
76	each additional 100 lf	$ 23	$ -	$ 23	$ -	$ 23	$ -
77	Stock Pile	$ 83	$ -	$ 83	$ -	$ 83	$ -
78	Drainage structure/manhole	$ 75	$ 165	$ 86	$ 190	$ 95	$ 209
79	Grandstand Seating / Bleachers - Fixed (up to 3 tiers or up to 300 lf of seating)	$ 150	$ 165	$ 173	$ 190	$ 190	$ 209
80	each additional 3 tiers or 300 lf of seating	$ 15	$ 40	$ 15	$ 40	$ 15	$ 40
81	Overtime Express (after regular working hours)		$ 188	$ -	$ 216	$ -	$ 238
82	Grandstand Seating / Bleachers - Non-Fixed / Moveable / Foldable (up to 3 tiers or up to 300 lf of seating)	$ 150	$ 165	$ 173	$ 190	$ 190	$ 209
83	each additional 3 tiers or 300 lf of seating	$ 15	$ 40	$ 15	$ 40	$ 15	$ 40
84	Special Inspection (SI) fees	$ -	$ 250	$ -	$ 288	$ -	$ 316
85	Investigation Inspection	$ -	$ 250	$ -	$ 288	$ -	$ 316
86	Misc. Repair / Interior Upgrades	$ 100	$ 150	$ 115	$ 173	$ 118	$ 178
87	Misc. Repair / Exterior Upgrades	$ 100	$ 150	$ 105	$ 158	$ 105	$ 158
88	Callout Inspections (Add-on Fee for Overtime) [Contract Minumum]	$ -	$ 330	$ -	$ 330	$ -	$ 330
89	Moved / Relocated Building (within 25 miles of county offices)	$ 94	$ 281	$ 108	$ 323	$ 119	$ 356
90	Each additional 10 miles (or portion thereof)	$ 58	$ -	$ 58	$ -	$ 58	$ -
91	On-sites - hardscapes and improvements	$ 169	$ 99	$ 169	$ 99	$ 169	$ 99
92	On-sites - water sewer	$ 169	$ 186	$ 169	$ 186	$ 169	$ 186
93	**Patio Cover (includes ICC Products) (attached and detached):**						
94	Lattice first 500 s.f.	$ 63	$ 76	$ 72	$ 88	$ 79	$ 96
95	Solid cover first 500 s.f.	$ 63	$ 76	$ 72	$ 88	$ 79	$ 96
96	Each additional 500 sf	$ -	$ 67	$ -	$ 67	$ -	$ 67
97	Engineered design (not ICC products - additional fee)	$ 153	$ 165	$ 176	$ 190	$ 194	$ 209
98	Footings	$ 56	$ 18	$ 64	$ 20	$ 71	$ 22
99	**Patio Enclosure:**						
100	Wood frame up to 1,000 s.f.	$ 109	$ 165	$ 125	$ 190	$ 138	$ 209
101	each additional 1,000 s.f.	$ 18	$ 165	$ 21	$ 190	$ 23	$ 209
102	Other frame (ICC products) up to 1,000 s.f.	$ 105	$ 89	$ 121	$ 102	$ 133	$ 112
103	additional 1,000 s.f.	$ 18	$ 89	$ 21	$ 102	$ 23	$ 112
104	Engineered design (not ICC products) up to 1,000 s.f.	$ 94	$ 126	$ 108	$ 145	$ 119	$ 160
105	additional 1,000 s.f.	$ 14	$ 126	$ 16	$ 145	$ 17	$ 160
106	Enclosure walls under existing roof first 1,000 s.f. of enclosed area	$ 235	$ 266	$ 270	$ 306	$ 297	$ 337
107	each additional 1,000 s.f. of enclosed area	$ 29	$ 266	$ 33	$ 306	$ 37	$ 337
108	Footings	$ 63	$ 18	$ 72	$ 20	$ 79	$ 22
109	OTC Express Reviews - Per Hour [no cost analysis]	$ 200	$ -	$ 200	$ -	$ 200	$ -
110	**Re-roofing - Residential:**						
111	First 10 squares or 1,000 sf	$ 63	$ 50	$ 72	$ 58	$ 79	$ 63
112	Each additional 10 squares	$ 16	$ 25	$ 16	$ 25	$ 16	$ 25
113	Roof Structure Replacement / Upgrade	$ 75	$ 80	$ 86	$ 92	$ 95	$ 101

City of Las Vegas
2010 BUILDING USER FEES

Building & Safety Department

Table No. 3-E OTHER CONSTRUCTION FEES - MISCELLANEOUS ITEMS

Fee Service Information		*Effective July 1, 2010*		*Effective July 1, 2012*		*Effective July 1, 2013*	
Fee #	Fee Title	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees
	*Permit Issuance and Administration * (see MPE Fee chart - the Permit Issuance and Administration Fee applies to all permits and is in addition to the Permit/Inspection fees)*						
114	**Re-roofing - Commercial:**						
115	First 20 squares or 2,000 sf	$ 74	$ 81	$ 85	$ 93	$ 85	$ 93
116	Each additional 10 squares	$ 26	$ 27	$ 26	$ 27	$ 26	$ 27
117	Roof Structure Replacement / Upgrade	$ 115	$ 81	$ 132	$ 93	$ 145	$ 103
118	Sewer Connection - Staff Administration and Processing	$ 67	$ -	$ 67	$ -	$ 67	$ -
119	Overtime (OT) Plans Exam Requested - Per Hour (Add-on Fee for Overtime) [Contract Minumum]	$ 230	$ -	$ 240	$ -	$ 240	$ -
120	Shade Structures (first 300 sf)	$ 120	$ 89	$ 138	$ 102	$ 152	$ 112
121	each additional 300 sf	$ 106	$ 40	$ 106	$ 40	$ 106	$ 40
122	Shed (under 200 sf: over 200 sf = U occupancy))	$ 63	$ 53	$ 72	$ 60	$ 79	$ 66
123	**Signs:**						
124	Pole	$ 70	$ 76	$ 80	$ 88	$ 88	$ 96
125	Monument	$ 76	$ 21	$ 88	$ 24	$ 96	$ 27
126	Wall / Roof	$ 70	$ 120	$ 70	$ 120	$ 70	$ 120
127	Free-standing outdoor advertising (billboard)	$ 83	$ 33	$ 96	$ 37	$ 106	$ 41
128	Political signs	$ 19	$ -	$ 19	$ -	$ 19	$ -
129	Sales Office Conversions (e.g., model homes)	$ 60	$ 67	$ 60	$ 67	$ 60	$ 67
130	Stable (first 1000 sf)	$ 164	$ 169	$ 177	$ 182	$ 177	$ 182
131	each additional 500 sf	$ -	$ 80	$ -	$ 80	$ -	$ 80
132	Storage Racks (>5'9') - First 500 lf	$ 156	$ 125	$ 180	$ 144	$ 198	$ 158
133	each additional 500 lf	$ 15	$ 80	$ 15	$ 80	$ 15	$ 80
134	Misc. Structure (BBQ, Smoker, Sauna) (>5')	$ 88	$ 39	$ 101	$ 45	$ 111	$ 49
135	**Swimming Pool / Spa :**						
136	Vinyl-lined / fiberglass	$ 145	$ 176	$ 167	$ 203	$ 183	$ 223
137	Gunite (up to 800 s.f.)	$ 185	$ 318	$ 185	$ 318	$ 185	$ 318
138	each additional 800 s.f.	$ 29	$ 121	$ 29	$ 121	$ 29	$ 121
139	Commercial pool (up to 800 sf)	$ 514	$ 965	$ 591	$ 1,110	$ 650	$ 1,221
140	each additional 800 s.f.	$ 63	$ 293	$ 63	$ 293	$ 63	$ 293
141	Excavation Only	$ 3	$ -	$ 36	$ -	$ 40	$ -
142	Fountains / Water Features	$ 120	$ 124	$ 138	$ 142	$ 152	$ 157
143	Subterranean Pool Equipment Structure	$ 268	$ 796	$ 268	$ 796	$ 268	$ 796
144	Tanks (per tank)	$ 41	$ -	$ 41	$ -	$ 41	$ -
145	Propane	$ 63	$ 18	$ 72	$ 20	$ 79	$ 22
146	Tower (0-30 feet)	$ 120	$ 160	$ 120	$ 160	$ 120	$ 160
147	Tower (over 30 feet)	$ 120	$ 316	$ 120	$ 316	$ 120	$ 316
148	**Trellis:**						
149	First 500 sf	$ 108	$ 81	$ 124	$ 93	$ 136	$ 103
150	each additional 500 sf	$ 14	$ 79	$ 14	$ 79	$ 14	$ 79
151	Engineered design (additional fee)	$ 250	$ -	$ 250	$ -	$ 250	$ -

City of Las Vegas
2010 BUILDING USER FEES

Building & Safety Department

Table No. 3-E OTHER CONSTRUCTION FEES - MISCELLANEOUS ITEMS

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Fee #	Fee Title	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees	Plan Check Fees	Inspection/Permit Fees
	*Permit Issuance and Administration * (see MPE Fee chart - the Permit Issuance and Administration Fee applies to all permits and is in addition to the Permit/Inspection fees)*						
152	Alternate Methods and Materials (Actual Time @ staff billable hourly rates)	$ -	$ -	$ -	$ -	$ -	$ -
153	Trash Enclosures	$ 23	$ 82	$ 23	$ 82	$ 23	$ 82
154	Revisions to permitted projects (additional fees for plan review time not included)	$ 94		$ 108	$ -	$ 119	$ -
155	Inspection Re-fees	$ -	$ 100	$ -	$ 115	$ -	$ 127
156	Kiosk (e.g., DVD rentals), including electrical	$ 50	$ 100	$ 57	$ 115	$ 63	$ 127
157	Product Approval (Actual Time @ Staff Hourly Rates) (hourly rate)	$ 550	$ -	$ 550	$ -	$ 550	$ -
158	**HOURLY RATES:**						
	Services Beyond Standard Fee (per the Director - Actual Time @ Staff Hourly Rates) (hourly rate)		$ -		$ -		$ -
159	Extraordinary Examination - Supplemental Plan Check Fee (first 1/2 hour)	$ 94	$ -	$ 108	$ -	$ 108	$ -
160	Extraordinary Examination - Each Additional 1/2 hour (or portion thereof)	$ 47	$ -	$ 54	$ -	$ 59	$ -
161	Extraordinary Examination - Structural Plans Examiner (per hour)	$ 160	$ -	$ 160	$ -	$ 160	$ -
162	Extraordinary Inspection -Supplemental Inspection Fee (first 1/2 hour)	$ -	$ 94	$ -	$ 108	$ -	$ 108
163	Extraordinary Inspection - Each Additional 1/2 hour (or portion thereof)	$ -	$ 80	$ -	$ 80	$ -	$ 80
164	**Fees Relating to a Contractor's Requested Assignment of Personnel to a Project:**						
165	Permit Technicians (Sr / II's) (per hour)	$ 136	$ -	$ 136	$ -	$ 136	$ -
166	Investigations - Sewer (per hour)	$ -	$ 78	$ -	$ 89	$ -	$ 98
172	Investigations - Non-Sewer (per hour)	$ -	$ 125	$ -	$ 144	$ -	$ 158
173	Plans Examiner or Supervisor (per hour)	$ 160	$ -	$ 160	$ -	$ 160	$ -
174	Building Inspector (per hour)	$ -	$ 160	$ -	$ 160	$ -	$ 160
175	Inspection Supervisor (per hour)	$ -	$ 160	$ -	$ 160	$ -	$ 160
176	Special Inspection Auditor (per hour)	$ -	$ 160	$ -	$ 160	$ -	$ 160
177							
	TOTALS:						

City of Las Vegas
2010 BUILDING USER FEES

Building & Safety Department

Table No. 3-F ADMINISTRATIVE and INVESTIGATIVE FEES

Relating to Special Inspection Agencies, Special Inspectors and Steel Fabricators

Approved SI Agency	Special Inspector	Approved Steel Fabricator
Performance of Special Inspection activities on a site without an approved permit. $400.00 ea occurrence	Performance of Special Inspection activities on a site without an appropriate permit. $100.00 ea occurrence	Failure to perform necessary inspection activities. $250.00 ea occurrence
Performance of Special Inspection activities by an unapproved person. $400.00 ea occurrence	Performance of Special Inspection activities when not approved for inspection items. $100.00 ea occurrence	Failure to document inspection activities. $250.00 ea occurrence
Failure of agency to perform necessary Special Inspection activities. $250.00 ea occurrence		
Failure of agency to document Special Inspection activities $250.00 ea occurrence		

BUSINESS IMPACT STATEMENT
BILL NO. 2010-37
(Amends the City's Administrative Code to adopt new fee tables applicable to permits, inspections and other services performed in connection with the City's technical codes, and to make other permit-related adjustments)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-37, that will amend the City's Administrative Code to adopt new fee tables applicable to permits, inspections and other services performed in connection with the City's technical codes, and to make other permit-related adjustments. Elements of the amendment include:

–Fees that are based on the cost of services provided rather than the estimated value of construction.
–Built-in adjustments in 2012 and 2013, unless the increases are not needed.
–In the case of projects involving the work of more than one trade, a requirement for the general contractor to obtain all permits and pay all related fees.

1. The following constitutes a description of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

A notice regarding the proposed changes, including an invitation to respond, was published on three consecutive days in the Las Vegas Review-Journal. In addition, a copy of the notice was provided to the Southern Nevada Home Builders Association and to the local chapters of the Associated General Contractors, American Institute of Architects (AIA), and National Association of Industrial and Office Properties (NAIOP). Written responses, including objections, were received from the local chapters of the AIA and NAIOP. A letter of no objection was received from the Structural Engineers Association of Southern Nevada.

Among the concerns raised by the local chapter of AIA were the following:

–That the fee structure's concepts of "included" examination and inspection time and "extraordinary" examination and construction time do not encourage accountability, competence or efficiency on the part of the City.
–That the fee structure should be valuation-based rather than size-based.
–That the fee structure should be more consistent and predictable, and less reliant on City interpretation and judgment.

Among the concerns raised by the local chapter of NAIOP were the following:

–That the fee table classifications should be more closely matched to International Building Code provisions,
–That the ordinance should contain clarifications regarding how fees are to be assessed for broadly based renovations, phased, and/or prototypical projects.
–That the fee tables should not differentiate between shell buildings with potentially different occupancies.
–That the ordinance should include provisions allowing an applicant to challenge the

classification of plans check and inspection fees.
–That fee increases should be accompanied by commensurate increases in service.

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

–Increased costs of doing business and a less predictable process and result in fee determination

Beneficial effects:

–Enable the Department of Building and Safety to maintain service levels relating to plans review, inspections and related functions

Direct effects:

See adverse and beneficial effects above

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

The Department of Building and Safety is actively considering ways to rework certain fee table categories during the ordinance process to reduce business impact

4. The estimate of the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Approximately $7,786,815, representing a 25% increase over existing budgeted revenue levels for FY11.

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Assist the Department of Building and Safety in maintaining service levels relating to plans review, inspections and related functions.

7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains why such duplicative or more stringent provisions are necessary:

Not applicable

Date: July 22, 2010

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☐ **Consent** ☒ **Discussion**

SUBJECT:
Closed Session - Upon duly carried Motion, a closed meeting is called in accordance with NRS 288.220 to discuss labor issues

Fiscal Impact

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

PURPOSE/BACKGROUND:
To discuss labor issues

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
Closed Session - To Be Held at Conclusion of Morning Session

Upon a duly carried motion, a closed meeting is called in accordance with NRS 241.030 to discuss the following items:

A. City Attorney's Annual Performance Review
B. City Auditor's Annual Performance Review

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Open Meeting law permits the City Council to conduct closed sessions for - among other reasons - discussion and evaluation of the character and professional competence of a person. While all decisions and actual deliberation regarding compensation and employment must be made during the public agenda item which follows the closed session, these private meetings permit candid conversations which might not be appropriate for the a public meeting. Minutes of a closed session must be generated in the same fashion as the public portion of the agenda, but the minutes are confidential unless the person who is the subject of the closed session chooses to release them.

RECOMMENDATION:
A recommendation is not appropriate on this item

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:

Any items from the afternoon session that the Council, staff and /or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
ABEYANCE ITEM - Hearing and possible action to consider the appeal regarding Nuisance Notice and Order to Comply located at 4561 East Bonanza Road. PROPERTY OWNER: HECTOR CAMACHO - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The subject property was determined to be a public nuisance as defined in Las Vegas Municipal Title 9, dealing with nuisances. A Nuisance Notice and Order to Comply was mailed to the property owner to correct the public nuisance as defined in Las Vegas Municipal Code, Title 9.04.010 dealing with nuisances; City of Las Vegas Fire Code Ordinance 5667; 19.04.010 Auto Repair Major; 19.04.010 Auto Repair Minor; 19.14.030 Prohibited Signs; 19.14.090 Special Event Signs; 9.040.010 (5) Zoning Violation; 9.040.010 (6) Illegal Business; 9.040.010 (7) (C) Graffiti; 9.040.010 (7) (A) High Vegetation; 9.08.040 Litter/Depositing; 9.08.100 Litter/Container Placement; 9.08.210 Mandatory Service; and Uniform Administrative Code 301.1 Permits Required. A copy of the notice was also posted on the property. Today's hearing is to consider the Appeal to the Nuisance Notice and Order to Comply filed by Hector Camacho, owner and responsible party.

RECOMMENDATION:
That the City Council approve the Nuisance Notice and Order to Comply.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Nuisance Notice and Order to Comply
4. Appeal Letter from Appellant
5. Notice of Appeal
6. Report by Devin Smith
7. Notice of Abeyance

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: August 4, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: ABEYANCE ITEM - Hearing and possible action to consider the appeal regarding the Nuisance Notice and Order to Comply located at 4561 East Bonanza Road. PROPERTY OWNER: HECTOR CAMACHO – Ward 3 (Reese)

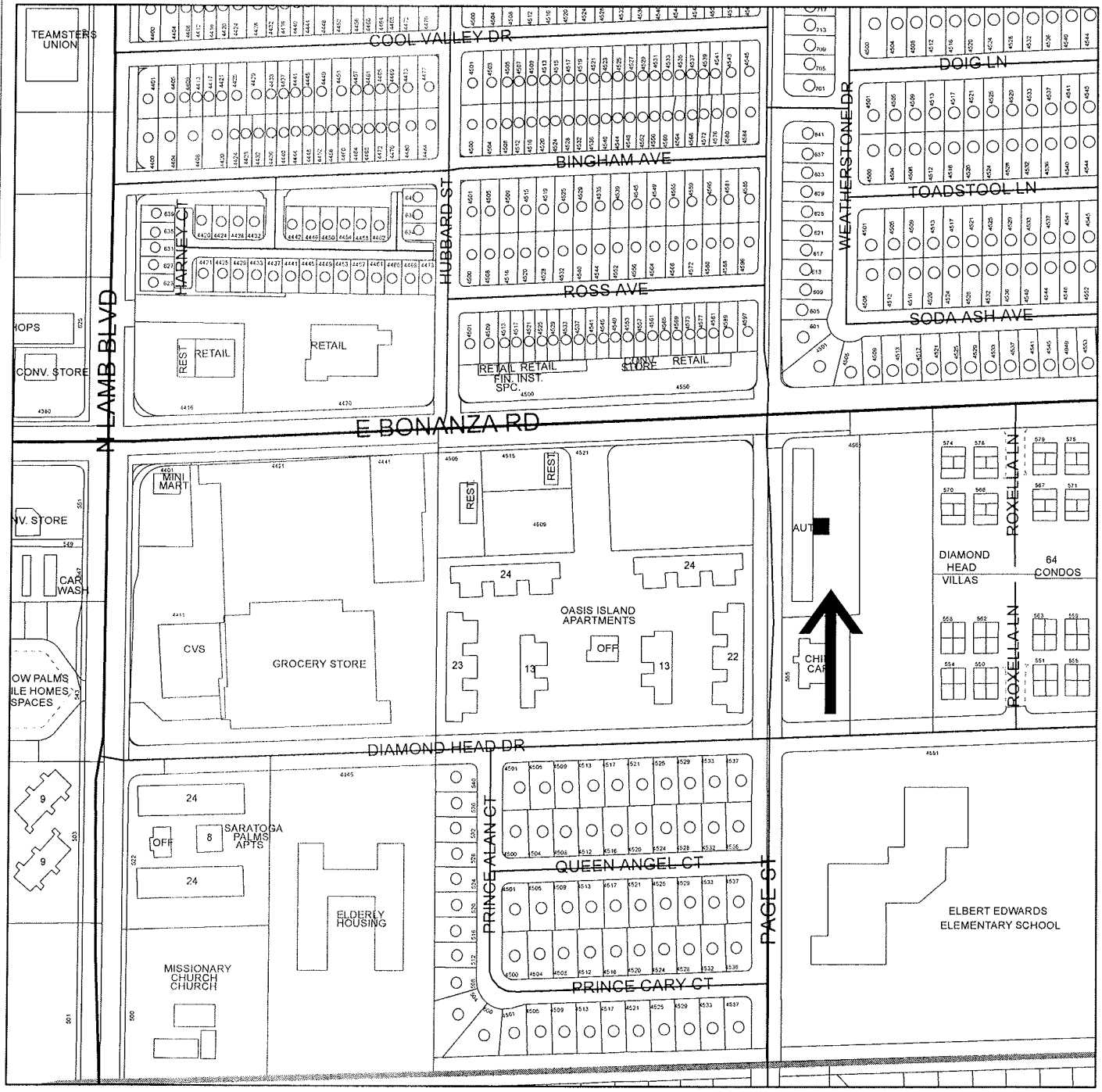
The subject property was deemed to be a public nuisance as defined in Las Vegas Municipal Code, Title 9, dealing with public nuisance.

A Nuisance Notice and Order to Comply was sent to the property owner by regular and certified mail requesting they correct the public nuisance as defined in Las Vegas Municipal Code, Title 9.04.010 dealing with nuisances; City of Las Vegas Fire Code Ordinance 5667; 19.04.010 Auto Repair Major; 19.04.010 Auto Repair Minor; 19.14.030 Prohibited Signs; 19.14.090 Special Event Signs; 9.040.010 (5) Zoning Violation; 9.040.010 (6) Illegal Business; 9.040.010 (7) (C) Graffiti; 9.040.010 (7) (A) High Vegetation; 9.08.040 Litter/Depositing; 9.08.100 Litter/Container Placement; 9.08.210 Mandatory Service; and Uniform Administrative Code 301.1 Permits Required. A copy of the notice was also posted on the property.

Today's hearing is to consider the appeal of the Nuisance Notice and Order to Comply filed by Hector Camacho, owner and responsible party.

4561 EAST BONANZA ROAD
CROSS STREETS - BONANZA//LAMB

City of Las Vegas Vicinity Map

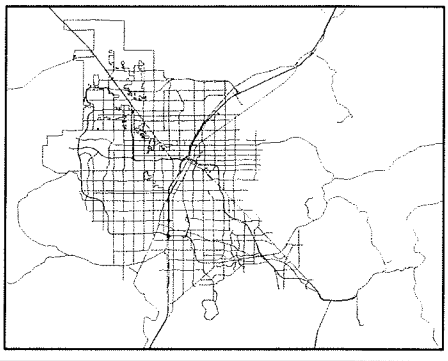


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0 170 340 680 Feet

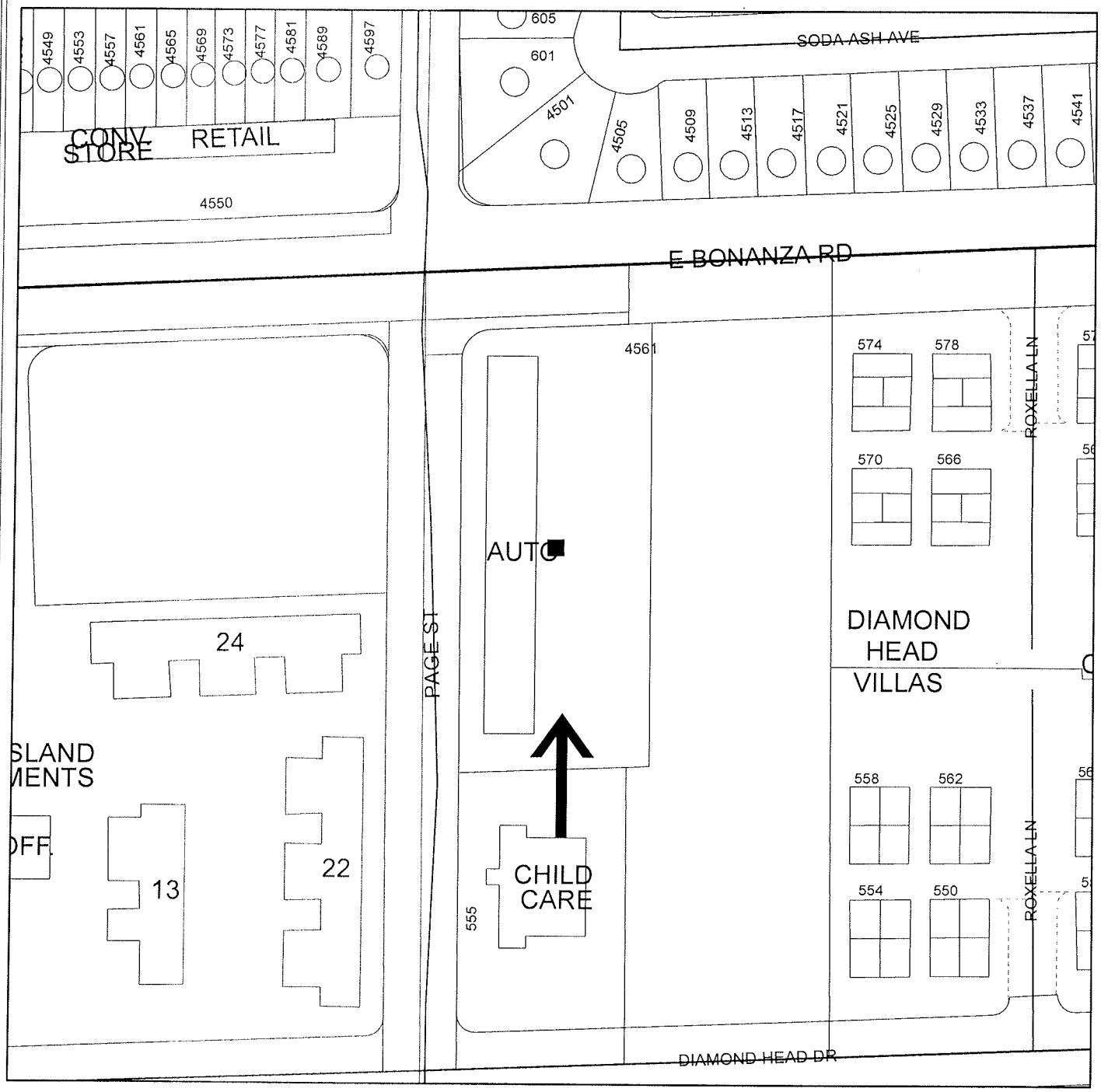
GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS



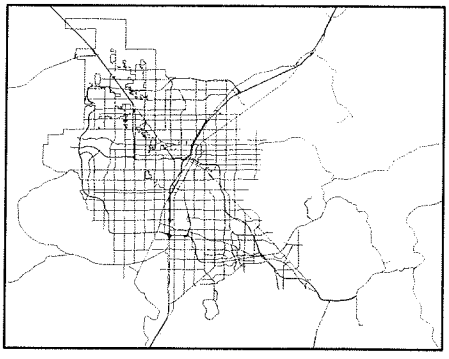
4561 EAST BONANZA ROAD
CROSS STREETS - BONANZA//LAMB

City of Las Vegas Vicinity Map



N

0 70 140 280 Feet



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 140-32-101-017

Date: June 01, 2010
Case # 90670

Certified/Regular Mail
Return Receipt Requested

CAMACHO HECTOR
1501 S MARYLAND PKWY
LAS VEGAS, NV 89104-3313

NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the property located at 4561 E BONANZA RD., Las Vegas, NV, Parcel #(s) 140-32-101-017, **that you are in violation of Las Vegas Municipal Code, Title 9, dealing with nuisances.**

The following violations have been verified:

NON-COMPLIANT FIRE CODE ITEMS

As the code required Fire Sprinkler System Service and maintenance, Central Station monitoring, Fire Department access related items have not been in place since at least February 2009, this shall serve
as your **official 72 hour notice for correction of all non compliant issues related to the following**:

City of Las Vegas Fire Code Ordinance #5667, NFPA 1

Case #	Violation Location	Violation Comments
90670	ENTIRE PROPERTY	COMPLY WITHIN 72 HOURS WITH ATTACHED FIRE NOTICE

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW • STAVROS S. ANTHONY
CITY MANAGER ELIZABETH N. FRETWELL
CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.2330 • FAX 702.382.3901 • TTY 702.386.9108 • www.lasvegasnevada.gov

19.04.010 -AUTO REPAIR- MAJOR : LVMC 9.04.010 Public Nuisance (5) Any violation of Title 19 of this Code.

LVMC 9.04.080 Necessary action.

19.04.010 Land Use Tables - USE: Auto Repair Garage, Major

SUP Required: C-2
CONDITIONAL USE: C-M, M

Description:
A facility for the repair or reconditioning of any type of motorized vehicle, other than the types of repair and service authorized to be performed in a minor auto repair garage. This use includes a facility which performs any repairs to vehicles with a gross vehicle weight over 10,000 pounds.
Conditional Use Regulations:
1. All repair and service work shall be performed within a completely enclosed building.
2. Openings to the service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.
3. No used or discarded automotive parts or equipment shall be located or stored in any open area outside of the enclosed building.
4. No outside storage of stock, equipment or residual used equipment shall be located or stored in any open area outside of the enclosed building.
5. All disabled vehicles shall be stored in an area which is screened from view from the surrounding properties and adjoining streets.
Minimum Special Use Permit Requirements:
1. All repair and service work shall be performed within a completely enclosed building. All windows and doors shall be completely closed when body and fender work, hammering, sanding or other noise-generating activities are being performed.
2. No used or discarded automotive parts or equipment shall be located or stored in any open area outside of the enclosed building.
3. Openings in service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.
4. All disabled or wrecked vehicles shall be stored in an area that is screened from view from the surrounding properties and adjoining streets.
5. Outdoor hoists are prohibited.
6. All hazardous materials resulting from the repair, storage, or dismantling of vehicles shall be properly stored and removed from the premises in a timely manner. Storage, use and removal of toxic substances, solid waste pollution and flammable liquids, particularly gasoline, paints, solvents and thinners, shall conform to all applicable Federal, State, and local regulations.
7. No vehicle may be parked on the premises for the purposes of offering the vehicle for sale.

8. Outdoor bells and loudspeakers are prohibited.

On-site Parking Requirement: Five spaces, plus one space for each 200 square feet of gross floor area.

Case #	Violation Location	Violation Comments
91307	Unit 130/ ALL PARKING AREAS	REMOVE ALL DISMANTLED, WRECKED VEHICLES FROM PARKING AREA OR SCREEN FROM PUBLIC VIEW WITH PERMITTED FENCE.

19.04.010 -AUTO REPAIR- MINOR : LVMC 9.04.010 Public Nuisance (5) Any violation of Title 19 of this Code.

LVMC 9.04.080 Necessary action.

19.04.010 Land Use Tables - USE: Auto Repair Garage, Minor

Description:
A facility for the performance of minor repairs and service on vehicles of 10,000 pounds gross vehicle weight or less. Such repairs and service are limited to electronic tune-ups, brake repairs (including drum turning), air conditioning repairs, generator and starter repairs, tire repairs, front end alignments, battery recharging, lubrication, selling/installing minor parts and accessories, and other similar activities. This use also includes the repair and installation of other minor elements of an automobile such as windshield wipers, hoses, windows, etc., but excludes general engine repairs, engine installation, and the repair and installation of transmissions and differentials.
Conditional Use Regulations:
1. All repair and service work shall be performed within a completely enclosed building.
2. Openings to the service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.
3. No used or discarded automotive parts or equipment shall be located or stored in any open area outside of the enclosed building.
4. No outside storage of stock, equipment or residual used equipment shall be located or stored in any open area outside of the enclosed building.
5. All disabled vehicles shall be stored in an area which is screened from view from the surrounding properties and adjoining streets. Vehicles shall not be stored on the property longer than 45 days.

On-site Parking Requirement: Five spaces, plus one space for each 200 square feet of gross floor area.

Case #	Violation Location	Violation Comments

90670	PROPERTY	REMOVE OR PROPERLY SCREEN ALL DISMANTLED/WRECKED VEHICLES FROM PARKING AREA-MAY NOT BE STORED IN PUBLIC VIEW

19.14.030 PROHIBITED SIGNS : 19.14.030 Exempt and prohibited signs.

(C) Prohibited Signs. The following signs are prohibited:
(1) All signs not expressly permitted or exempted under this Chapter;
(2) Any on-premise sign that is associated with a use that no longer occupies the premises on which it is located;
(3) Pole signs placed or erected after August 1, 2002, that do not meet the freestanding sign design standards contained in this Chapter;
(4) A private sign of any kind located on or over any public street, walkway, parking or other public property except as otherwise provided for in this Chapter;
(5) Displays that employ white, red or blue rotating lights or any lights that simulate emergency vehicle lights;
(6) Except as lawfully permitted as a temporary special event or civic event sign, beacons, pennants, inflatable signs, tethered balloons, portable signs and similar attention gaining devices;
(7) Signs placed on parked vehicles or trailers, or parked commercial vehicles where the vehicle or trailer is not used by the business advertised for the transportation of persons or goods in the ordinary course of business;
(8) Permanent balloon signs; and
(9) Outdoor, portable electric signs, except as permitted under the provisions for temporary signs.

Case #	Violation Location	Violation Comments
90670	property	REMOVE ALL SIGNAGE ON BUILDING THAT DOES NOT ADVERTISE AN EXISTING LICENSED BUSINESS AT THIS LOCATION

19.14.090 SPECIAL EVENT SIGNS : LVMC 9.04.010 (5) Any violation of Title 19 of this Code.

LVMC 19.14.090 Temporary signs- SPECIAL EVENT SIGNS

(A) Special Event Signs. See Figure 12 for an example of a special event sign.
(1) General Standards.
(a) Special event signs may be approved by the Director for a limited time as a means of publicizing special events such as grand openings.

(b) Special event signs may include balloons, inflated devices, searchlights, pennants, portable signs, streamers and other similar devices.
(2) Certificate Required.
(a) A temporary sign certificate is required for a temporary special event sign.
(b) The certificate allows the holder to display temporary event signs on the lot where the event is to occur. Temporary special event signs may be displayed by the same business license holder on the same lot up to four times in any one calendar year. The aggregate time of display of such signs shall not exceed sixty days in any one calendar year.

LVMC prohibits posting any on-premise temporary sign without obtaining a temporary sign certificate from Planning & Development Department, 731 S. 4th St., 229-6301.

Case #	Violation Location	Violation Comments
90670	property	REMOVE ALL TEMPORARY SIGNS, BANNERS, FLAGS IN LANDSCAPING AREA AND ATTACHED TO BUILDING.

9.04.010 (5) ZONING VIOLATION : LVMC 9.04.010 (5) Any violation of Title 19 of this Code.

Case #	Violation Location	Violation Comments
90670	property	REMOVE MOTORHOME/RV FROM PRORERTY- PERSONS MAY NOT LIVE ON SITE- REMOVE ALL ELECTRICAL, WASTELINE HOOK UPS TO MOTORHOME

9.04.010 (6) ILLEGAL BUSINESS : LVMC 9.04.010 (6) Operating a business without a current license as required by Title 6.

Case #	Violation Location	Violation Comments
91303	suite/bay # 110	CEASE BUSINESS ACTIVITY FROM THIS UNIT A CERTIFICATE OF OCCUPANCY AND A CITY OF LAS VEGAS BUSINESS LICENSE IS OBTAINED
91305	SUITE/BAY # 140	CEASE BUSINESS ACTIVITY FROM THIS UNIT A CERTIFICATE OF OCCUPANCY AND A CITY OF LAS VEGAS BUSINESS LICENSE IS OBTAINED

91306	SUITE/BAY # 145	CEASE BUSINESS ACTIVITY FROM THIS UNIT A CERTIFICATE OF OCCUPANCY AND A CITY OF LAS VEGAS BUSINESS LICENSE IS OBTAINED
90670	PROPERTY	CEASE SELLING, DISPLAYING FOR SALE VEHICLES AT THIS LOCATION- NOT PRESENTLY LICENSED FOR THIS ACTIVITY

9.04.010 (7)(C) GRAFFITI : LVMC 9.04.010 (7) Any other act or condition, other than those permitted by NRS 40.140 and 202.450, which, by reason of its nature, character or location, interferes with the reasonable use and enjoyment of adjacent properties, or which has a detrimental effect upon adjacent property values. Such nuisances include without limitation the following:

(c) Graffiti, as defined in LVMC 10.48.060, that is allowed to remain for more than twenty-four hours;

Case #	Violation Location	Violation Comments
90670	property	REMOVE ALL GRAFFITI ON SITE- MAINTAIN

9.04.010(7)(A) HIGH VEGETATION : LVMC 9.04.010 (7) Any other act or condition, other than those permitted by NRS 40.140 and 202.450, which, by reason of its nature, character or location, interferes with the reasonable use and enjoyment of adjacent properties, or which has a detrimental effect upon adjacent property values. Such nuisances include without limitation the following:

(a) Weeds, turf grass, or uncultivated plant growth exceeding eight inches in height, either on a vacant parcel or on a developed parcel at a location visible from public property;

Case #	Violation Location	Violation Comments
90670	property	REMOVE ALL HIGH GRASS AND WEEDS FROM LANDCAPED AREA

9.08.040 LITTER/DEPOSTING : LVMC 9.08.040 Depositing on private or public premises or ways unlawful.
(A) It is unlawful for any person to:
(1) Throw or deposit, or cause to be thrown or deposited, in any street, alley, gutter or highway within the City, any solid waste, hazardous waste or recyclables.
(2) Throw or deposit, or cause to be thrown or deposited, any solid waste, hazardous waste or

recyclables upon the private or public property or premises or into the container of another person within the City, except as may be provided for in this Chapter.
(3) Place, deposit or accumulate, or cause to be placed, deposited or accumulated, any solid waste, hazardous waste or recyclables in such a manner, or permit the same to remain on his or her premises in such condition so that the same may be blown or carried over to public or other private property by any means whatsoever.
(4) Throw or deposit or cause to be thrown or deposited any solid waste, hazardous waste or recyclables in any areas of the City not designated, authorized or licensed by the City for deposit of these materials.
(B) There is hereby created a rebuttable presumption that the disposal of solid waste, hazardous waste or recyclables in violation of this Section was done by the owner of such items.

Case #	Violation Location	Violation Comments
90670	property	REMOVE ALL LOOSE TRASH,LITTER THROUGHOUT PROPERTY.

9.08.100 LIT/CONTAINER PLACEMT : LVMC 9.08.100 Containers--Responsibility to provide--Placement.
(A) Every person owning or managing any premises, except as otherwise provided in Subsection (E) of this Section, shall provide one or more containers sufficient for the depositing of all solid waste from the premises. A solid waste franchisee may rent solid waste containers to its customers pursuant to the rates specified in this Chapter, but the responsibility for placement of such rented containers remains with the person owning or managing the premises.
(B) A franchisee shall provide to its curbside recyclables collection customers, upon request and at no additional cost to such customers, appropriate containers for the storage and collection of recyclables.
(C) On any single-family or duplex residential premises, it is unlawful to place, keep, store or locate any solid waste or recyclables container within the right-of-way of a street, sidewalk or alley, or within any front yard as defined in the zoning regulations of the City; provided, however, that such containers may be placed within such area, except for traffic lanes, for the purpose of the collection of solid waste and recyclables no earlier than two p.m. on the day prior to the designated collection day, and that such containers must be removed from the right-of-way no later than midnight of the collection day.
(D) On any multiple dwellings, commercial or industrial premises, it is unlawful to place, keep, store or locate any solid waste or recyclables container within the right-of-way of a street, sidewalk or alley. Containers shall be stored within an enclosure if an enclosure was required in connection with development approval or is otherwise provided on the premises. The construction of container enclosures is encouraged, if such construction was not required in accordance with a development approval. To the extent reasonably possible, development plans and approvals concerning the construction of container enclosures shall be coordinated

with the solid waste franchisee.
(E) Places of business whose rubbish consists principally of boxes, cartons and other items of such bulk that the placing of the same in a container would be impracticable may provide for such solid waste to be piled on the premises of such place of business adjacent to a street or alley, provided such boxes or cartons shall be flattened and tied in bundles. The monthly rate to be charged such places of business for collecting, transporting and disposing of such rubbish shall be computed in accordance with the rates set forth in Section 9.08.160 and based upon the bulk of such piles.
(F) A franchisee shall not be required to pick up solid waste or recyclables from any location that the franchisee, subject to the City's approval, determines is not safe to access with its disposal vehicles due to space limitations restricting vehicle access or maneuverability, including maneuvers requiring the unsafe backing up of vehicles.
(G) The provisions of this Section may be enforced by the City's Department of Neighborhood Services, as well as the Las Vegas Metropolitan Police Department.

Case #	Violation Location	Violation Comments
90670	property	REMOVE DEBRIS FROM OVERFLOWING TRASH BINS , TRASH ENCLOSURES MUST BE KEPT FREE OF LOOSE TRASH/DEBRIS. REPAIR ANY DAMAGED TRASH ENCLOSURES

9.08.210 MANDATORY SERVICE : 9.08.210 - Mandatory service - Billings Penalties.

(A) To ensure the uniform, safe and sanitary treatment of solid waste in the City and to discourage the illegal handling and disposal of solid waste, it shall be mandatory for any person owning, occupying or managing any premises in the City which are connected to an electric utility service to subscribe to solid waste collection service provided by the City or its authorized franchisee and to pay the charges specified in this Chapter. No person may discontinue paying for solid waste collection service for his or her premises, unless such premises are not connected to an electric utility service for the entire billing period.

9.08.280 - Violation Penalty.

The City, in addition to the remedies and penalties above named, may seek injunctive relief against any violator of this Chapter, with or without prior notice, to prevent or correct any solid waste, hazardous waste or recyclable materials problem.

9.08.310 - Declaration of nuisance.

Solid waste and hazardous waste, as defined in Section 9.08.020 and for the purpose of this

Chapter, are a nuisance per se.

9.04.010 - Definitions.

As used in this Chapter, unless the context requires otherwise, the following terms shall be defined as set forth in this Section.

"Authorized official" means an officer of the Las Vegas Metropolitan Police Department and any person designated and empowered by ordinance, by the City Manager or by the District Health Officer to enforce the provisions of Title 9.

"Public nuisance," "nuisance," or "nuisance activity" means any of the following conditions:

(4) Any refuse, waste, litter or other material, regardless of its market value, which, by reason of its location or character, is unsightly or interferes with the reasonable use and enjoyment of adjacent properties, has a detrimental effect upon adjacent property values, or would hamper or interfere with the containment of fire upon the premises. Examples include, without limitation, decaying or non-decaying solid and semi-solid wastes, whether or not combustible, such as old lumber, tin, wire, cans, barrels, cartons, boxes, rags, tires, inner tubes, brush, grass and hedge clippings, rocks, bricks, cinders, scrap iron, buckets, tubs, windows, screens, glass, bottles, wastepaper, bedsprings, mattresses, discarded furniture and appliances, bedding and material cleaned from animal or fowl pens, automobile parts, scrap paving material, and piles of earth mixed with other waste material which may harbor insect or rodent infestations or may become a fire hazard.

Case #	Violation Location	Violation Comments
90670	property	MUST HAVE TRASH SERVICE WITH LOCAL PROVIDER - REPUBLIC SERVICES- CONTACT REPUBLIC SERVICES TO ESTABLISH SERVICE.

UAC 301.1 PERMITS REQUIRED : 16.02.010 - Uniform Administrative Code and supplement adopted.

Section 301.1 PERMITS REQUIRED
Except as specified in Subsection 301.1.1 of this Section or in Section 26 of this Supplemental Document, no building, structure, building service equipment or onsite improvement regulated by this Code or any of the technical codes shall be erected, constructed,, enlarged, altered, repair, moved, improved, removed, converted, or demolished unless a separate, appropriate permit for each building, structure, building service equipment or onsite improvement has first been obtained from the Building Official. If work is commenced before necessary and

appropriate permit for the work has been obtained, the Building Official is authorized to charge an additional fee in the amount of the building permit fee (i.e., a double fee).

Contact Building and Safety Department to obtain permit, they are located at 731 S. 4th St. or call 229-6251.

Case #	Violation Location	Violation Comments
90670	property	ANY AND ALL ALTERATIONS,CHANGES,MODIFICATIONS TO THE ORIGINAL BUILDING MUST HAVE A PERMIT AND FINAL INSPECTIONS.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain the property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer 32 at (702)229-5031 to supply your current phone number, email address, fax number, or additional mailing address.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

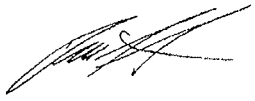
You are hereby ordered to correct the nuisance by the eleventh day after the day of mailing, servicing or posting of the Notice and Order by hand. If you do not correct the violation within that time, the City may issue a misdemeanor citation for violation for each and every day the violation exists, with a penalty of up to Five Hundred ($500.00) Dollars or fine of up to six (6) months in jail or both for each violation, or the City may direct a licensed contractor to remove the nuisance described below, or both. Be advised, the contractor will collect all debris at this location and will not separate those items, which you may consider useful or valuable. If you wish to salvage any items, please have them removed.

As the property owner(s), you will be responsible for all costs incurred to correct this condition. A 15% percent administrative fee shall be added to the costs of the contract price. You will be notified of a public hearing to be conducted by the City Council to review the costs, and their decision shall be final and conclusive. Upon approval of the costs by the City Council, a Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

If you disagree with the assessment of Neighborhood Response, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. An owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance. Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.

It is recommended that you contact the Department of Neighborhood Services, Neighborhood Response Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas General Conditions of Abatement

6/4/10

I , Hector Camacho would like to appeal the notice and order concerning case 90670, 4561 e Bonanza rd.

Signed

RECEIVED
CITY CLERK
2010 JUN -9 P 3:06

RECEIVED
CITY CLERK
2010 DEC -8 P 3:35

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

June 10, 2010 CERTIFIED & REGULAR MAIL

Mr. Hector Camacho
1501 South Maryland Parkway
Las Vegas, Nevada 89104-3313

Re: Appeal of the Notice and Order to Comply for property located at 4561 East Bonanza Road, Case #90670

Dear Mr. Camacho:

You are hereby notified that a hearing has been scheduled before the Las Vegas City Council at 400 Stewart Avenue, Las Vegas, Nevada on the 7th day of July, 2010, at the hour of 1:00 p.m. This hearing is in response to the Appeal received by the Las Vegas City Clerk on June 9, 2010, requesting the same, concerning the Notice and Order to Comply for property located at 4561 East Bonanza Road.

You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you.

If you have any questions or need further information please do not hesitate to contact Devin Smith, Manager, Neighborhood Response at 229-6615.

Sincerely,

Beverly K. Bridges, MMC
City Clerk

cc: Stephen Harsin, Director, Neighborhood Services
Devin Smith, Manager, Neighborhood Response
Dan Still, Deputy City Attorney
Susie Martinez, Ward 3 Council Liaison

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

7007 3020 0003 1596 5886

Printed with environmentally friendly soy ink

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

7/7/2010 Case #90670

Mr. Hector Camacho
1501 South Maryland Parkway
Las Vegas, Nevada 89104-3313

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (*Printed Name*) Alva Valenzuela

C. Date of Delivery 6-12-10

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

2010 JUN 14 AM 8:33
RECEIVED
CITY CLERK

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (*Extra Fee*) ☐ Yes

2. Article Number
(*Transfer from service label*) 7007 3020 0003 1596 5886

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

June 15, 2010 CERTIFIED & REGULAR MAIL

Mr. Hector Camacho
1501 South Maryland Parkway
Las Vegas, Nevada 89104-3313

Re: Appeal of the Notice and Order to Comply for property located at 4561 East Bonanza Road, Case #90670

Dear Mr. Camacho:

You are hereby notified that a hearing has been rescheduled before the Las Vegas City Council at 400 Stewart Avenue, Las Vegas, Nevada from the 7th day of July, 2010, to July 21, 2010 at the hour of 1:00 p.m. This hearing is in response to the Appeal received by the Las Vegas City Clerk on June 9, 2010, requesting the same, concerning the Notice and Order to Comply for property located at 4561 East Bonanza Road.

You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you.

If you have any questions or need further information please do not hesitate to contact Devin Smith, Manager, Neighborhood Response at 229-6615.

Sincerely,

Beverly K. Bridges, MMC
City Clerk

cc: Stephen Harsin, Director, Neighborhood Services
Devin Smith, Manager, Neighborhood Response
Dan Still, Deputy City Attorney
Susie Martinez, Ward 3 Council Liaison

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
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Printed with environmentally friendly soy ink

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

7/21/2010 Case #90670

Mr. Hector Camacho
1501 South Maryland Parkway
Las Vegas, Nevada 89104-3313

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by (Printed Name) Pablo Cam

C. Date of Delivery 6-17-10

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED
2010 JUN 18 A 10:
CITY CLERK

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from servic* 7007 3020 0003 1596 5879

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

Case # 4561 E. Bonanza Rd.

This is an appeal by the property owner (Hector Camacho) regarding the Nuisance Notice and Order to Comply. The subject property was determined to be a public nuisance as defined in Las Vegas Municipal Code, Title 9, dealing with Nuisances, Title 16 dealing with Building and Fire Code and Title 19 Zoning Code.

The owner of this property has violated city codes including but not limited to graffiti, selling of vehicles from a property not zoned for vehicle sales, refuse, waste, storage of stripped/junked vehicles in parking area, unpermitted signage and display, working out of scope of approved business license by performing body and painting of vehicles.

Property is also not being properly services with required trash service and proper sized container. Mr. Camacho has operated several businesses at this location with no business licensing as well as operation outside of approved use on legal businesses.

Code Enforcement has issued a Notice and Order to cease all illegal act ivies but many of the activities continue.

Mr. Camacho has recently come into compliance with Fire Department and Business Licensing requirements with fire sprinkler monitoring and Suite #110 has acquired business license.

Background:

Case Opened:	May 11, 2010
Owner:	Hector Camacho
Previous Cases on Property:	11
Total Failed Inspections:	6
Total Status Checks:	3
Notice & Order Issued:	6/1/2010
Total Fees & Fines:	$4,470.00
Total Re-Inspection Fees:	$ 1020.00
Total Civil Penalties:	$ 3450.00

Violations:

Title 16 Building: UAC 301.1 Permits Required- Repair of Dumpster Enclosure
Title 16 Fire Code: Violation of Sprinkler System & Monitoring of Fire Control Center
Title 19 Zoning: 19.04.010- Land Use Violation of Conditions- Major Auto Repair
Title 19 Zoning: 19.04.010 - Land Use Violation of Conditions- Minor Auto Repair
Title 19 Zoning: 19.14.090 – Prohibited Signage (Illegal or Unpermitted)
Title 19 Zoning: 19.14 Special Event Signs.
Title 19 Zoning: Landscaping has not been maintained.
Title 9: 9.04.010 (6): Illegal Business Activity without License
Title 9: 9.04.010 (7) (c) Graffiti not maintained within 24 Hours.
Title 9: 9.04.010 (7) (a) Weeds over 8" inches high have not been removed.
Title 9: 9.08.100 Litter Depositing
Title 9: 9.08.210 Litter/ Container Placement

Submitted at City Council
Date 7/21/10 Item 72
by Dennis Smith

Title 9: Mandatory Service: Trash Service

Council Action Requested:

1) Luna's bin removed and proper service restored. Per Republic Services the minimum service would be a 3 yard bin, picked up 5 times per week. If that is not sufficient then a larger bin would be required.
2) All vehicles on site for repair would be placed inside the business bays or enclosed within a screened enclosure if the need to keep the vehicles overnight would occur. Only units housing properly licensed major auto repair business would be allowed to keep vehicles for repair over night. All vehicles would need to be removed until enclosure is approved and complete.
3) Remove all stored vehicles immediately.
4) Trash enclosure repaired within 30 days.
5) TSP for all unpermitted signage and outside storage, and remove all displays and signage until approved.
6) Clean the landscape and maintain at all times. Replace all landscape as approved per the site plan review.
7) Remove all graffiti on site and maintain.
8) Remove motor homes and trailer from site.
9) Discontinue conducting major auto repair on site unless the work is being done by a properly licensed major auto repair facility.
10) Discontinue all paint and auto body repair on site.
11) Remove all vehicles listed as (For Sale) and discontinue this practice.
12) Must maintain compliance with Fire on Sprinkler maintenance and Control Center.
13) Must maintain all required Business Licenses for all businesses onsite.
14) Direct Mr. Camacho to pay all outstanding inspection and associated fees in the amount of $4,470.00 plus interest and or late charges.
15) Consider mandating a 3rd party property manager if the owner cannot continue to maintain order at this site.
16) A sixty day review is requested by staff and all fees are to be paid by this time..

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)
STEVE WOLFSON, WARD 2
LOIS TARKANIAN, WARD 1
STEVEN D. ROSS, WARD 6
RICKI Y. BARLOW, WARD 5
STAVROS S. ANTHONY, WARD 4

CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.598-3938
TTY 702 386.3045
www.lasvegasnevada.gov

July 22, 2010

Certified/Regular Mail
Return Receipt Requested

Hector Camacho
1501 South Maryland Parkway
Las Vegas, NV 89104-3313

RE: Notice of Abeyance – 4561 East Bonanza Road/Case #90670

Dear Property Owner:

At the City Council meeting held on July 21, 2010, Agenda Item #72 was held in abeyance and is now scheduled to be heard on August 4, 2010. This will be a hearing regarding your request for appeal.

If you have any questions or need further information, please feel free to contact me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DS:ld

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Hearing and possible action regarding review of compliance with City Council's decision concerning payment to recover costs for abatement of nuisance located at 1309 North 22nd Street in the amount of $6,973.30 (General Fund) and assess $50,000 in daily civil penalties. PROPERTY OWNER: SARO MELIKYAN - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired Disaster Kleen-Up of Nevada to install minimum landscape requirement, all yards to have a gravel/rock covering sufficient to cover dirt surface (minimum 2 inches). Today's hearing is a review of compliance with City Council's decision to assess civil penalties in the amount of $50,000 if payment of $6,973.30 is not received. The estimated value of the property based on Zillow.com is $89,263.

RECOMMENDATION:
That the City Council: Consider assessing civil penalties in the amount of $50,000.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. April 7, 2010 Agenda Minutes
4. Hearing Notification Letter

City of Las Vegas

AGENDA MEMO

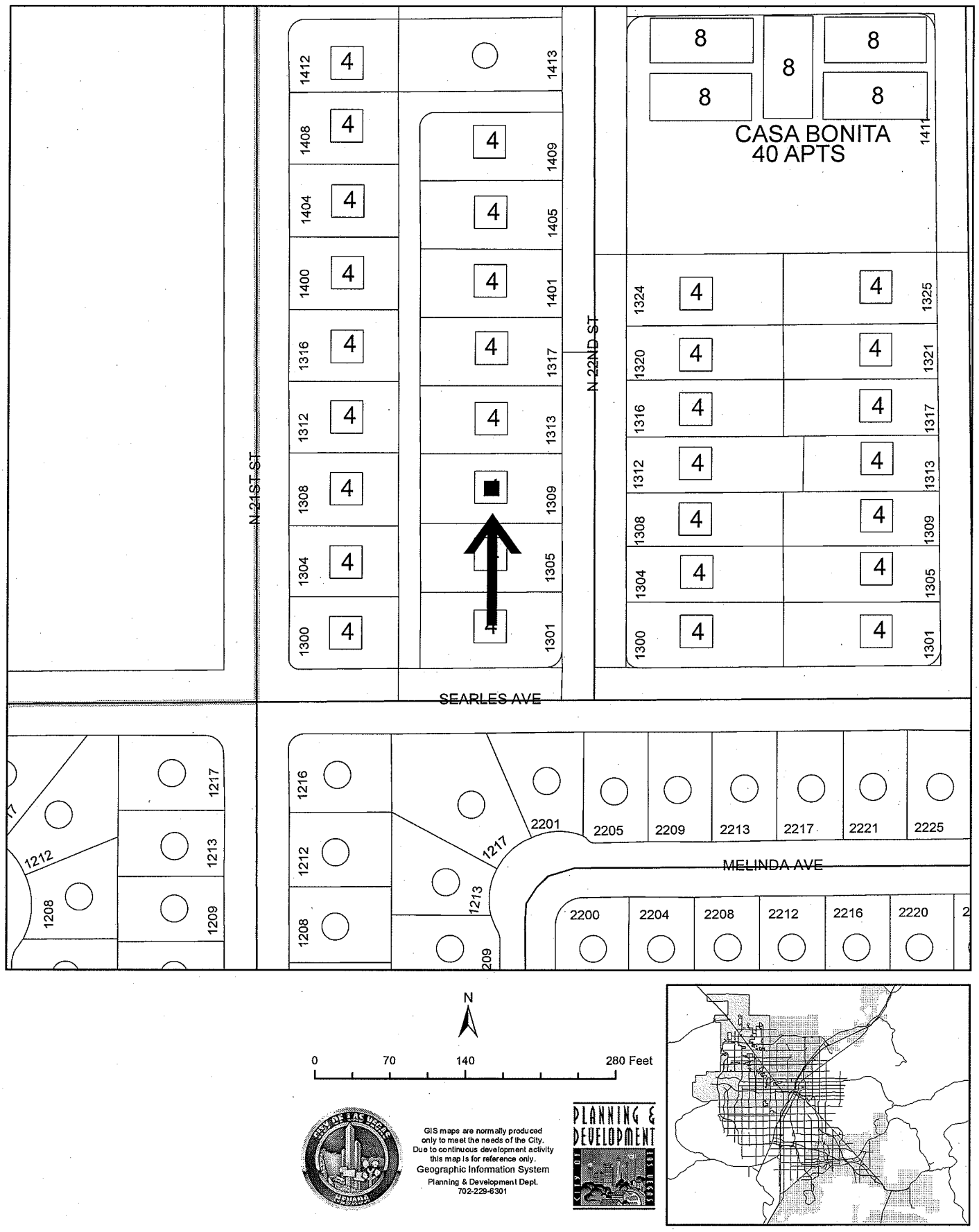
CITY COUNCIL MEETING DATE: August 4, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Hearing and possible action regarding review of compliance with City Council's decision concerning payment to recover costs for abatement of nuisance located at 1309 North 22nd Street in the amount of $6,973.30 (General Fund) and assess $50,000 in daily civil penalties. PROPERTY OWNER: SARO MELIKYAN – Ward 3 (Reese)

Disaster Kleen-Up of Nevada completed work on December 18, 2009 at a cost of $1,448; $1,902 in reinspection fees (w/late fees); $3,800 in civil penalties; plus a 15% administrative fee for a total of $6,973.30.

Today's hearing is a review of compliance with City Council's decision to assess civil penalties in the amount of $50,000 if payment of $6,073.30 is not received.

1309 NORTH 22ND STREET
CROSS STREETS - EASTERN//OWENS

City of Las Vegas Vicinity Map

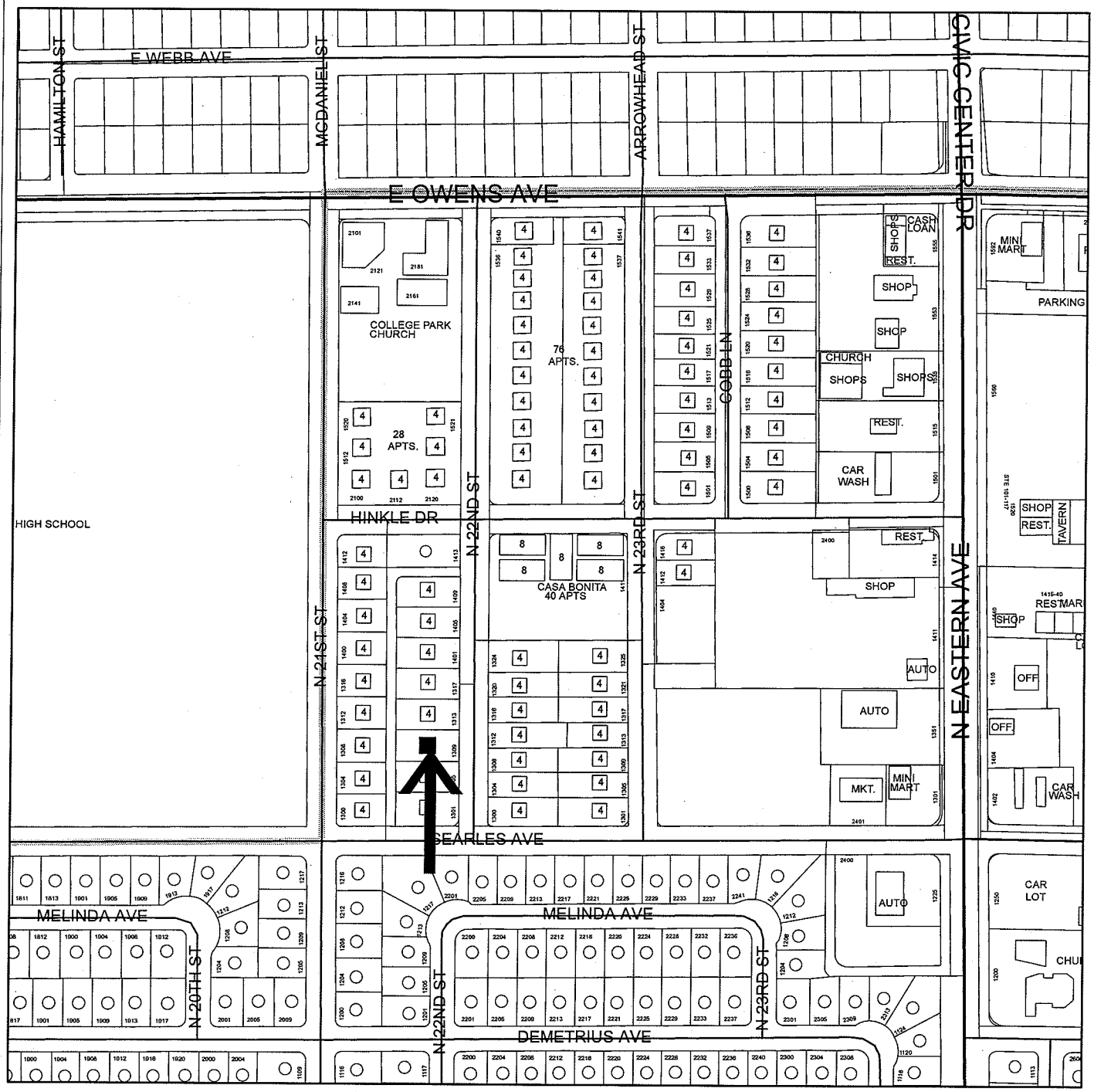


GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

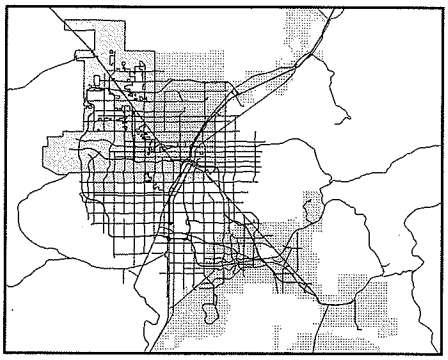
1309 N 22ND STREET
CROSS STREETS - EASTERN//OWENS

City of Las Vegas Vicinity Map



N

0 170 340 680 Feet



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS

City of Las Vegas Agenda Item No.: 66.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 7, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing to consider the report of expenses to recover costs for abatement of nuisance located at 1309 North 22nd Street in the amount of $6,973.30 (General Fund) and assess a maximum of $105,700 in daily civil penalties. PROPERTY OWNER: SARO MELIKYAN - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $6,973.30
Funding Source: General Fund
Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired Disaster Kleen-Up of Nevada to install minimum landscape requirement, all yards to have a gravel/rock covering sufficient to cover dirt surface (minimum 2 inches). To date, there have been fourteen (14) inspections conducted at this location. The estimated value of the property based on Zillow.com is $76,507.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,448 invoice for Disaster Kleen-Up of Nevada services in addition to other fees assessed for a total of $6,973.30 and consider assessing a maximum of $105,700 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

Motion made by GARY REESE to Approve an assessment of $6,973.30 and bring back the item in 90 days to assess civil penalties in the amount of $50,000 if payment is not received

CITY COUNCIL MEETING OF: APRIL 7, 2010

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0
RICKI Y. BARLOW, LOIS TARKANIAN, STEVE WOLFSON, OSCAR B. GOODMAN, GARY REESE, STEVEN D. ROSS, STAVROS S. ANTHONY; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:
MAYOR GOODMAN declared the Public Hearing open.

DEVIN SMITH, Manager of Neighborhood Response, read the Purpose/Background and Recommendation sections.

A videotape was shown, but a copy was not submitted.

SARO MELIKYAN requested more time in order to sell the property so that he could cover the cost from the sale. MAYOR GOODMAN explained that the final assessment will record as a lien on the property that will become payable upon the sale of the property.

MR. MELIKYAN requested no penalties be imposed so as to not hinder the short-sale in progress. DEPUTY CITY ATTORNEY DAN STILL recommended approval of the lien and the buyer and seller would have to determine who would be responsible for the fees incurred.

MAYOR GOODMAN declared the Public Hearing closed.

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)

STEVE WOLFSON, WARD 2
LOIS TARKANIAN, WARD 1
STEVEN D. ROSS, WARD 6
RICKI Y. BARLOW, WARD 5
STAVROS S. ANTHONY, WARD 4

CITY MANAGER
ELIZABETH N. FRETWELL

July 21, 2010

Certified/Regular Mail
Return Receipt Requested

Saro Melikyan
474 W Riverdale, #103
Glendale, CA 91204-3008

Re: 1309 North 22nd Street/Case #74828

Dear Saro Melikyan,

At the City Council meeting held on April 7, 2010, Agenda Item #66 was approved for a review hearing. The hearing is scheduled to be heard on August 4, 2010. This will be a review to assess civil penalties in the amount of $50,000.00 if the cost of the abatement in the amount of $6,973.30 was not paid.

If you have any questions concerning this procedure, please feel free to contact me at (702) 229-6615.

Sincerely,

Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

CITY OF LAS VEGAS
400 STEWART AVENUE
SECOND FLOOR
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
TTY 702.302.3045
www.lasvegasnevada.gov

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-38524 – ABEYANCE ITEM - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT/OWNER: HECTOR CAMACHO - Request for an Extension of Time of a previously approved Special Use Permit (SUP-27933) FOR A PROPOSED RESTAURANT WITH A SERVICE BAR WITH WAIVERS TO ALLOW A ZERO-FOOT DISTANCE SEPARATION FROM A CHILD CARE FACILITY AND TO ALLOW A 58-FOOT DISTANCE SEPARATION FROM A SCHOOL WHERE 400 FEET IS REQUIRED at 4561 East Bonanza Road (APN 140-32-101-016), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

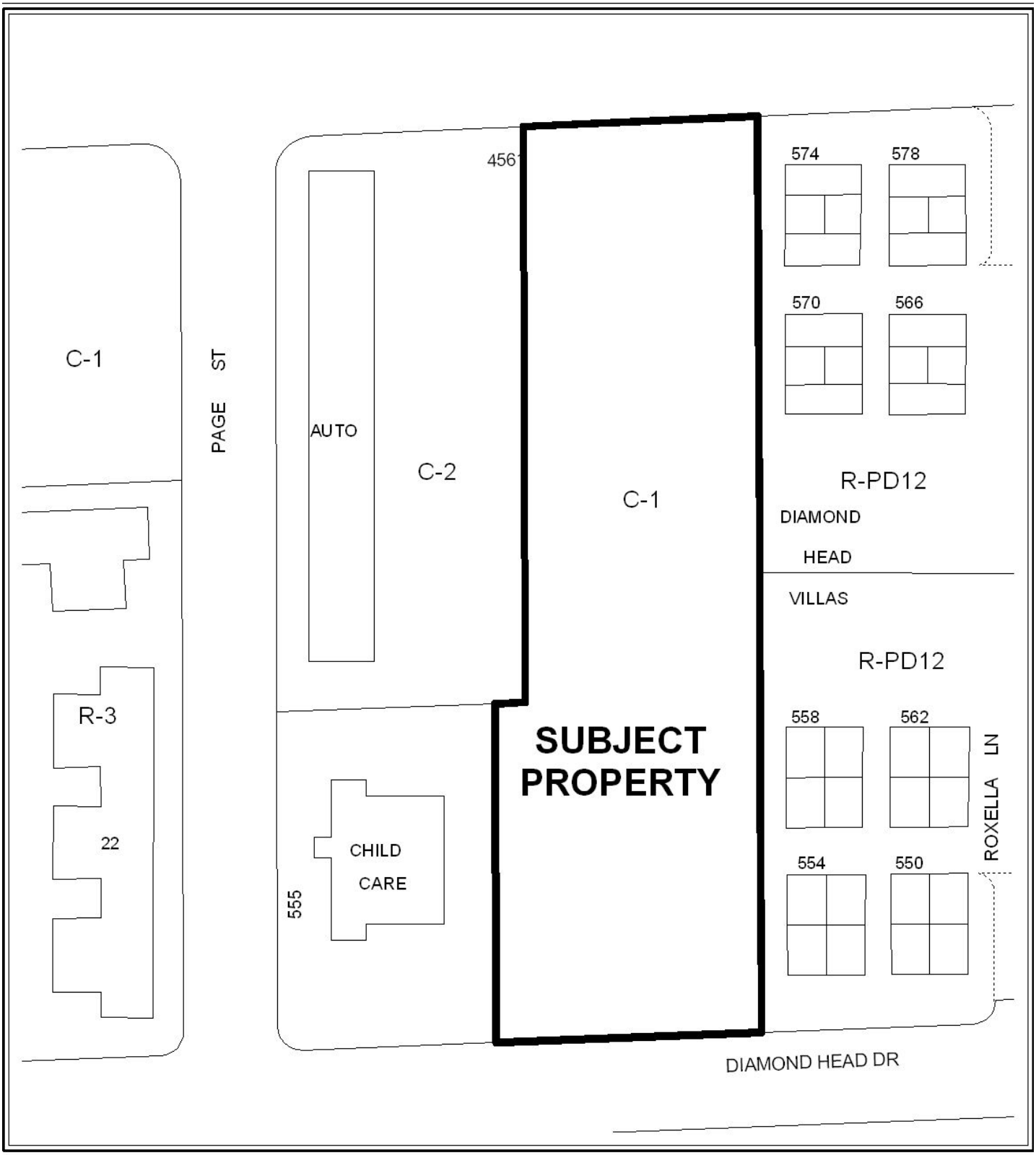
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**1**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SUP-27933
5. Justification Letter
6. Letter by Juanita Clark



0 50 100 Feet

CASE: **EOT-38524**

ZONING OF SUBJECT PROPERTY:

C-2 (GENERAL COMMERCIAL) AND C-1 (Limited Commercial)

N



0 50 100 Feet

CASE: **EOT-38524**

ZONING OF SUBJECT PROPERTY:

C-2 (GENERAL COMMERCIAL) AND C-1 (Limited Commercial)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: AUGUST 4, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: HECTOR CAMACHO

THIS ITEM WAS HELD IN ABEYANCE FROM THE JULY 21, 2010 CITY COUNCIL MEETING AT THE REQUEST OF COUNCIL.

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-38524	Staff recommends APPROVAL, subject to conditions:	None

**** CONDITIONS ****

EOT-38524 CONDITIONS

Planning and Development

1. This Special Use Permit (SUP-27933) shall expire on July 16, 2012 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of Special Use Permit (SUP-27933) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped land with a previously approved Special Use Permit (SUP-27933) for a proposed Restaurant with Service Bar and waivers to allow a zero-foot distance separation from a child care facility and 58-foot distance separation from a school where 400 feet is required at 4561 East Bonanza Road. No building permits or business licenses have been issued for the proposed restaurant. There has been a change in land use in the surrounding area for a Fire Station to the west of the subject site. The applicant is requesting a five-year Extension of Time due to the current economic condition: staff does not have an objection to the Extension of Time, but recommends a two-year time limit. If the Extension of Time is denied, the Special Use Permit (SUP-27933) will expire.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/21/04	The City Council approved a request to amend a portion of the Southeast Sector Plan of the General Plan (GPA-2966) from SC (Service Commercial) to GC (General Commercial) on 3.41 acres adjacent to the southeast corner of Bonanza Road and Page Street. The Planning Commission recommended denial on 11/20/03.
	The City Council approved a related request for Rezoning (ZON-2967) from R-E (Residence Estates) under Resolution of Intent to O (Office) and C-1 (Limited Commercial) to C-2 (General Commercial).
	The City Council approved a related request for a Special Use Permit (SUP-3223) for an Auto Repair Garage, Major.
	The City Council approved a related request for a Site Development Plan Review (SDR-3224) for an Auto Repair Garage, Major and a proposed Self-Service Car Wash and a waiver of the perimeter and parking lot landscaping requirements.
11/19/04	The Planning and Development Department approved a request for a Reversionary Map (FMP-5529) for Diamondhead Townhomes on property located on the southeast corner of Bonanza Road and Page Street. The map was recorded on 01/19/05.
03/19/08	The City Council approved a request for a Variance (VAR-25220) to allow 201 parking spaces where 250 are required on 3.41 acres at the southeast corner of Page Street and Bonanza Road. The Planning Commission recommended denial on 02/14/08.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/19/08	The City Council approved a related request for a Site Development Plan Review (SDR-25148) to add a proposed 20,400 square-foot General Retail development to an existing 16,250 square-foot Auto Repair Garage, Major with waivers of perimeter landscape buffers to allow a five-foot buffer along a portion of the south property line where 15 feet is required and a five-foot buffer along a portion of the east property line where eight feet is required. The Site Development Plan Review expired on 03/19/10.
10/22/08	The Planning and Development Department approved a request for a technical review of a Parcel Map (PMP-27923) for 4.32 acres located at 4561 East Bonanza Road. The map was recorded on 06/09/09; file 116, page 81 record book 20060609.
07/16/08	The City Council approved a request for a Special Use Permit (SUP-27933) for a proposed Restaurant with a Service Bar with waivers to allow a zero-foot distance separation from a child care facility and to allow a 58-foot distance separation from a school where 400 feet is required at 4561 East Bonanza Road. The Planning Commission recommended denial on 06/12/08.
04/23/09	The Planning Commission recommended denial for a request for a Special Use Permit (SUP-33611) for a proposed Motor Vehicle Sales (Used) Establishment at 4561 East Bonanza Road.
07/21/10	The City Council voted to hold this item in abeyance to the August 4, 2010 City Council meeting at the request of Council.

Related Building Permits/Business Licenses	
07/25/06	A business license (G02-00753) was issued for an Auto Repair Garage, Minor at 4561 East Bonanza Road, Ste 150. The license is still active.
10/10/06	A business license (G03-02372) was issued for an Auto Repair Garage, Major at 4561 east Bonanza Road, Ste 120. The license is still active.
10/04/07	A business license (A39-00431) was issued for Auto Parts sales at 4561 East Bonanza Road, Ste 160. The license is still active.
06/11/10	A business license (R05-00693) was issued for a Taco Trailer/Take Out at 4561 East Bonanza Road. The license is still active.

Pre-Application Meeting
A pre-application meeting was not required nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required nor was one held.

Field Check	
06/23/10	Staff conducted a field inspection of the subject site with the following observations: • The parcel is undeveloped land surrounded by chain-link fencing with sections of the fencing falling down, completely down, and/or missing a section at the south portion of a back parking lot area. • Bags full of trash, debris, and broken glass are scattered over the parcel with dead trees limbs set outside the fencing. • There is a car for sale at the northern end of the parcel at the entrance to the parking lot adjacent Bonanza Road. • A trash dumpster is placed outside the fenced area near Bonanza Road with graffiti on it. • A second yellow trash dumpster located in the parking lot directly in front of the parcel appeared filled to capacity with no lid.

Details of Application Request	
Site Area	
Gross Acres	1.32

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Auto Repair Garage, Minor and Major	GC (General Commercial)	C-2 (General Commercial)
North	Single Family Residences	ML (Medium-Low Density Residential)	R-CL (Single Family Compact-Lot)
South	Child Care Facility	SC (Service Commercial)	R-E (Residence Estates)
East	Undeveloped Land	GC (General Commercial)	C-1 (Limited Commercial)
West	Apartments	M (Medium Density Residential)	R-3 (Medium Density Residential)
	Undeveloped Land-Proposed Fire Station	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time of a previously approved Special Use Permit (SUP-27933) for a proposed Restaurant with Service Bar with waivers to allow a zero-foot distance separation from a child care facility and 58-foot distance separation from a school where 400 feet is required at 4561 East Bonanza Road. In addition to the above Special Use Permit, the applicant had received approval to add a 20,400 square foot General Retail Development to an existing 16,250 square-foot Auto Repair Garage, but the entitlement expired on 03/19/10. No building permits or business licenses have been issued for the proposed restaurant. Staff conducted a field check of the site and found the chain link fencing in need of repair, bags of trash scattered over the lot, broken glass, dead tree branches piled by the fence, a trash dumpster set outside the fencing with graffiti on it and a vehicle for sale parked at the north end near Bonanza Road.

FINDINGS

The Special Use Permit (SUP-27933) has not met Title 19.18.060 requirements to exercise the entitlement as a business license has not been issued for the proposed use. A report has been sent to Code Enforcement requesting correction of property maintenance violations. There has been a change in land use in the surrounding area for a Fire Station to the west of the subject site. The applicant is requesting an Extension of Time due to the current economic conditions in Las Vegas. Staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-27933) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-38524 APN: 140-32-101-017

Name of Property Owner: HECTOR CAMACHO

Name of Applicant: SAME

Name of Representative: SAME

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: HECTOR CAMACHO

Subscribed and sworn before me

This 11th day of June, 2010

_____

Notary Public in and for said County and State

State of Nevada

County of Clark

JEANNIE M. BECKNELL
Notary Public State of Nevada
No. 99-23658-1
My appt. exp. Apr. 10, 2011

RECEIVED
JUN 11 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: EOT

Project Address (Location) 4561 E BONANZA

Project Name CAMACHO PLAZA **Proposed Use** ?

Assessor's Parcel #(s) 140 ~~32~~ 049 32 101 017 **Ward #** 3

General Plan: existing _____ proposed _____ **Zoning:** existing C1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER HECTOR CAMACHO **Contact** HECTOR

Address 1501 S MARYLAND PK **Phone:** 460175 **Fax:** _____

City LV **State** NV **Zip** 89104

E-mail Address _____

APPLICANT HECTOR CAMACHO **Contact** HECTOR

Address 1501 S MARYLAND PK **Phone:** 460175 **Fax:** _____

City LV **State** NV **Zip** 89104

E-mail Address _____

REPRESENTATIVE HECTOR **Contact** 460175

Address 1501 S MARYLAND PK **Phone:** _____ **Fax:** _____

City LV **State** NV **Zip** 89104

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Hector Camacho

Subscribed and sworn before me

This 11th day of June, 20 10.

Jeannie M Becknell

Notary Public in and for said County and State State of Nevada County of Clark

JEANNIE M. BECKNELL
Notary Public State of Nevada
No. 99-23658-1
My appt. exp. Apr. 10, 2011

FOR DEPARTMENT USE ONLY

Case #	EOT-38524
Meeting Date:	7/21/10
Total Fee:	300 00
Date Received:*	6/11/10
Received By:	MRex

RECEIVED
JUN 11 2010
PLANNING & DEVELOPMENT

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

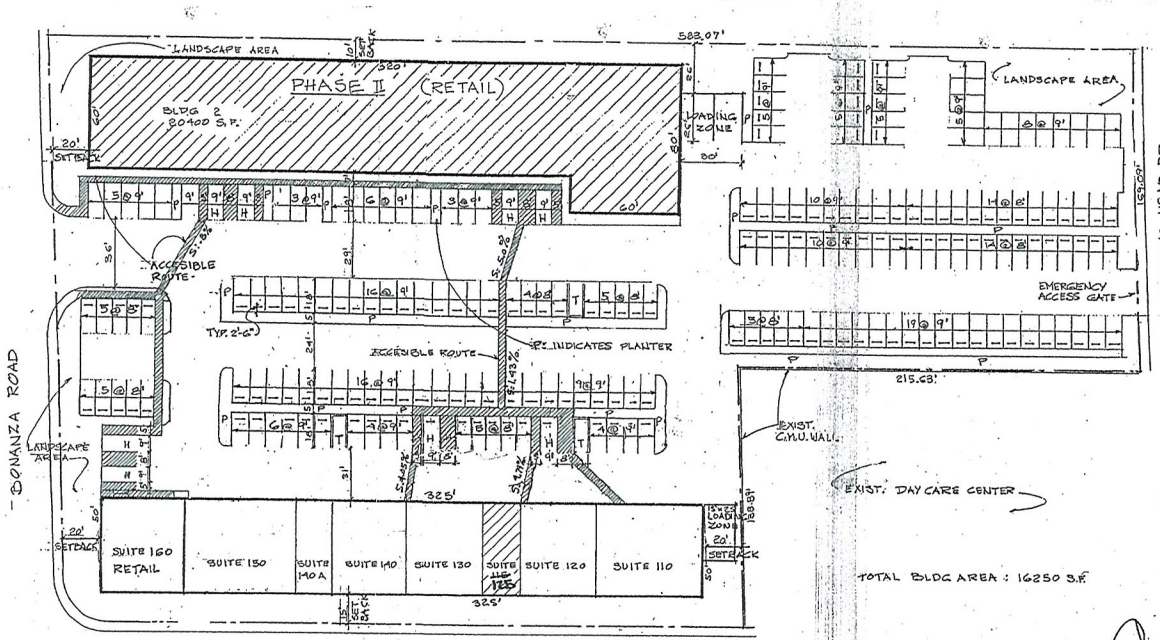
f:\depot\Application Packet\Application Form.pdf

PLANS FOR FIRE HYDRANTS, FIRE EXTINGUISHING SYSTEMS, FIRE ALARM SYSTEMS, MEDICAL GAS SYSTEMS, ON-SITE FIRE, WATER, AND FUEL TANKS MUST BE APPROVED BY FIRE DEPARTMENT BEFORE INSTALLATION.

AUTOMATIC FIRE SPRINKLER SYSTEM REQUIRED.

...PROVIDED ON THE EXTERIOR ...APPROVED LOCATION. ...APPROVED AUDIBLE ALARM SIGNAL FLOW ...ALARM TO ALERT ALL OCCUPANTS SHALL BE PROVIDED IN THE INTERIOR OF THE BUILDING IN A ...SHALL BE AS SET FORTH IN ... OF ... IBC CHAPTER 9.

REVIEWED



PLOT PLAN
1" = 30'

CODE ANALYSIS

1....OCCUPANCY CLASIFICATION: M.- S 1. (No amounts will be over allowable amounts per Table 307.7)

2....CONSTRUCTION TYPE: V B

3....FIRE SPRINKLERS: Yes.

4....HEIGHT: Actual: 23', Allowable: 55'.

5....STORIES: Actual: 1. Allowable: 2.

PHASE 1

Building 1:

6....AREA- ACTUAL: 16250 S.F. ALLOWABLE: 9000 S.F.x 3 due to Sprinklers: 27000 S.F.

7....OCCUPANT LOAD:16250S.F.---100= 162.5.

8....Two exits required. 22 exits provided.

9....Table 602: Fire resistance based on location.

Distance:			
South wall: 20'.	Required: 0 Hr.	Provided: 0 Hr.	
North wall: 70'.	" 0 Hr.	" 0 Hr.	
East wall: 74'.	" 0 Hr.	" 0 Hr.	
West wall: 45'.	" 0 Hr.	" 0 Hr.	

PHASE 2

Building 2:

6....AREA- ACTUAL: 20400 S.F. ALLOWABLE: 9000 S.F.x 3 due to Sprinklers: 27000 S.F.

7....OCCUPANT LOAD: 20400 S.F.---100= 204

8....Two exits required: 14 exits provided.

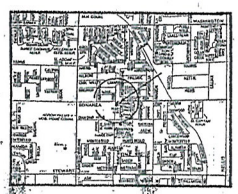
9....Table 602: Fire resistance based on location.

Distance:			
South wall: 235'.	Required: 0 Hr.	Provided: 0 Hr.	
North wall: 70'.	" 0 Hr.	" 0 Hr.	
East wall: 10'.	" 0 Hr.	" 0 Hr.	
West wall: 90'.	" 0 Hr.	" 0 Hr.	

10....FIRE RESISTIVE CONSTRUCTION REQUIREMENTS: None.

11....SPECIAL INSPECTIONS REQUIRED: The Structural Engineer recommends PERIODICAL INSPECTIONS for Full Grout Masonry.

12....1997 UNIFORM ADMINISTRATIVE CODE W/ ORD.# 5637.
2003 INTERNATIONAL BUILDING CODE W/ ORD. # 5636.
2000 UNIFORM MECHANICAL CODE W/ ORD. #5528.
2000 UNIFORM PLUMBING CODE W/ ORD. # 5636.
2002 NATIONAL ELECTRICAL CODE W/ ORD. # 5527.
2003 UNIFORM FIRE CODE (NFPA 1) W/ ORD. # 5667.
1998 ICC/ANSI A117-1.

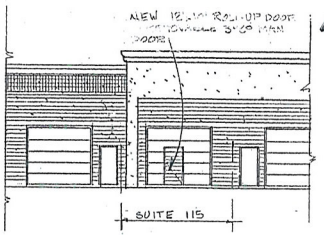


LEGAL DESCRIPTION:

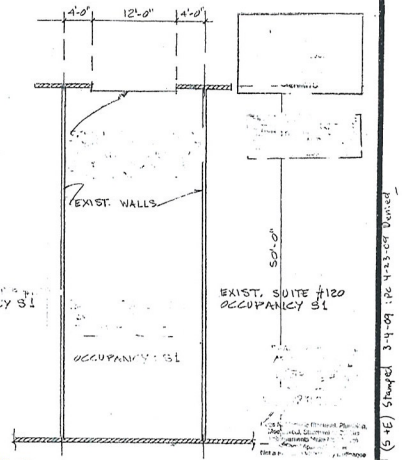
BEING A PORTION OF THE NE/4 AT THE NW/4 OF SECTION 32, TOWNSHIP 20 S, RANGE 62 E AS RECORDED AT THE CLARK COUNTY, NV, RECORDER'S OFFICE.

A.P.N.: 140-32-114-045

C-OF-C ONLY



PARTIAL ELEVATION
1" = 10'



FLOOR PLAN
1/8" = 1'-0"

RECEIVED
MAR 04 2009

APPROVED
Subject to Action Taken by the Board of Commissioners Only
BY
CURRENT PLANNING DIVISION
CITY OF LAS VEGAS

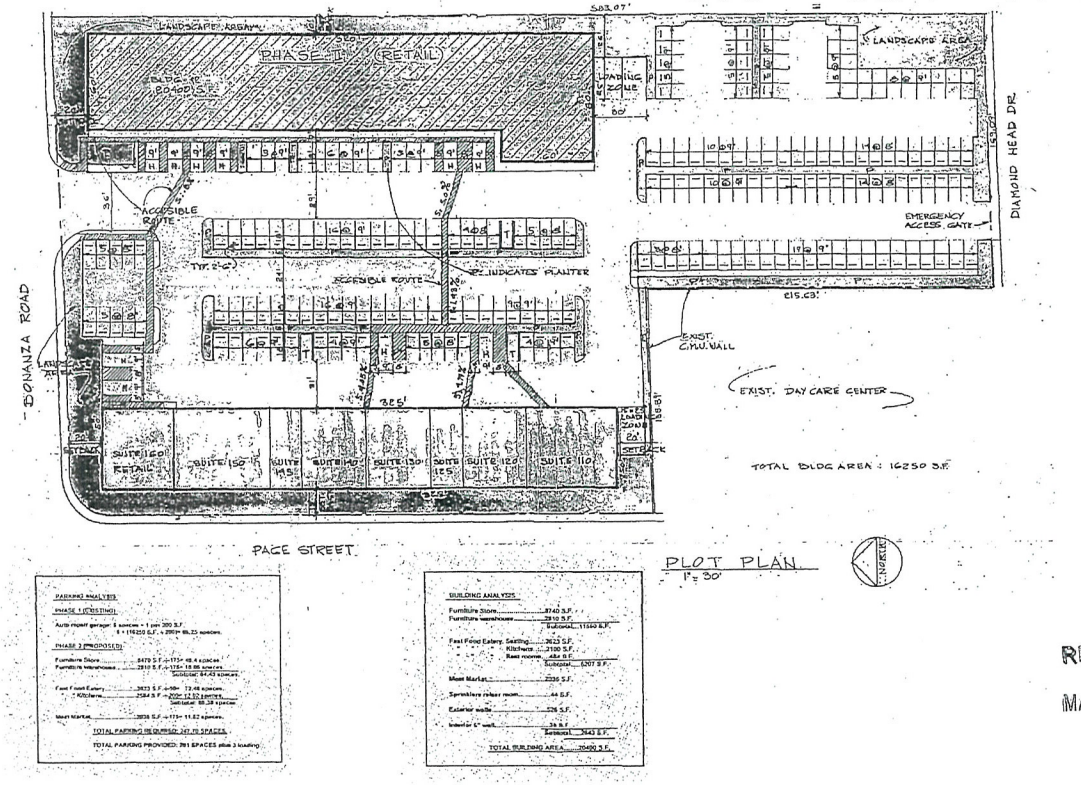
RECEIVED
JUN 11 2010

SUP-33611
04/23/09 PC

EOT-38524

Sup-33611 (5 of 6) Staff 3-4-09 ; PC 4-23-09 Denied

SUP-33611 (S) Stamped 3-4-09; PC 4-23-09 Denied



RECEIVED
MAR 04 2009

RECEIVED
JUN 11 2010
EOT-38524

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

August 6, 2008

Mr. Hector Camacho
1501 South Maryland Parkway
Las Vegas, Nevada 89104

RE: SUP-27933 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF JULY 16, 2008

Dear Mr. Camacho:

The City Council at a regular meeting held July 16, 2008 considered the Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A PROPOSED RESTAURANT WITH A SERVICE BAR WITH WAIVERS TO ALLOW A ZERO-FOOT DISTANCE SEPARATION FROM A CHILD CARE FACILITY AND TO ALLOW A 58-FOOT DISTANCE SEPARATION FROM A SCHOOL WHERE 400 FEET IS REQUIRED at 4561 East Bonanza Road (APN 140-32-101-013), C-1 (Limited Commercial) Zone.

The City Council APPROVED the Appeal, thereby approving the Special Use Permit. The Notice of Final Action was filed with the Las Vegas City Clerk on July 17, 2008. This approval is subject to:

Added Conditions

A. The hours of operation of the alcohol sale shall be limited to 4:00 p.m. to 12:00 a.m. daily.

B. A property management company shall remain on site at all times and the telephone number of the contact person shall be made available to the City Council Office at all times.

C. There shall be a three-month review after issuance of the business license at a public hearing of the City Council and the applicant shall pay for the public hearing review.

Planning & Development

1. Conformance to all minimum requirements under LVMC Title 19.04.010 for Restaurant with Service Bar use, including parking requirements.

2. Conformance to the conditions for Site Development Plan Review (SDR-25148) and Variance (VAR-25220) if approved.

089177

EOT-38524

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Approval of this Special Use Permit does not constitute approval of a liquor license.

5. An address must be assigned for the Restaurant with Service Bar use at the time of building permits.

6. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli
Senior Deputy City Clerk for
Beverly K. Bridges, CMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

RECEIVED
JUN 11 2010
EOT-38524

HECTOR CAMACHO
1501 S. MARYLAND PKWY
LAS VEGAS, NEVADA 89104
(702)460-1775

May 10, 2010

Attn: CITY OF LAS VEGAS, NEVADA

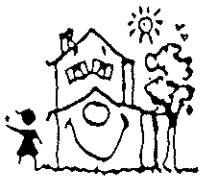
Re: JUSTIFICATION LETTER
SUP-27933-SPECIAL USE PERMIT
CITY COUNCIL MEETING OF JULY 16, 2008

I am formally requesting an extension of Five Years for my Special Use Permit due to the current economic situation. The reason for my request is because the economy should rebound with in that five year extension.

Respectfully,

HECTOR CAMACHO

RECEIVED
JUN 11 2010
EOT-38524



CHARLESTON NEIGHBORHOOD PRESERVATION

"Doing things today that will improve tomorrow"

Phone/Fax: 702-877-2438

TO: Mayor GOODMAN, Mayor Pro-Tem REESE, Councilpersons WOLFSON, TARKANIAN, ROSS, BARLOW, ANTHONY!
FROM: CNP
DATE: FOR July 21, 2010
RE: Selected CLV July 21, 2010 Agenda items

#34—request to Councilpersons Tarkanian and or Wolfson to pull from CONSENT for discussion/response to faxed questionS.

#42—request to ANY Councilperson or Group of to pull from CONSENT for discussion/response to faxed questionS.

#47—request to Councilman Barlow to pull from CONSENT for response to faxed questioN.

#54—Looks to us as though there are too many people with too much time on their hands and even money? Whoever is checking on this RTC must take another look/study on decreasing numbers and checking reality! Please vote NO on this incompetent plan to force an experiment to see whether insurance costs/ injuries, will balance with fuel upon government employees at taxpayer expense.

Regional Transportation Commission must get bus benches for these constituents forced to Sit on Rocks, Curbs, Market baskets, Dirt piles, Leaning on poles, or Standing in cold, heat, dust, rain—what an insult to hear about newer, larger buses with the torture imposed on increased ridership at increased ticket prices to pay for them--elsewhere! {Vegas Dr. to Charleston & Buffalo to Decatur is what we have in mind—but that's not all.}

We have other reality, practical suggestions.

#57—Vote NO on Bill 2010-22 because no satisfactory agreement with neighbors was reached!
Our question regards an unnumbered question on an unnumbered page, between p.14 and p.16 of Daniel Lauber's report to Clark County, NV which is to be filled out by an applicant for one of these group homes. There is a box to be checked "if neither State of Nevada nor Clark County requires a license or certification to operate the proposed community residence."
Are there any such operations in Las Vegas today that will need to have this box checked, provided that this bill passes?
If yes, would they need to fill out this application and have that box checked OR because this bill was not in effect when they applied, would they not be required to fill this page out and have this box checked?
If we don't know, will a check be made and action taken?

#74—EOT-38422—YES, please.

#76—EOT-38524—a mandatory 25 yr extension-YES please.

#92—SDR-37940-a drive through is higher risk for the attendant.

#95—SUP-38194—NO, please to ALL THREE waivers. These are not waivers to a frivolity, these are real people, real living conditions, and a real right-of-way—for a Massage Establishment. Quality of life in this neighborhood will be lessened and current standards will be further lowered if distance to residential is altered

Submitted at City Council
Date 7/21/10 Item 54
Juanita Clark

BOARD & ADVISORY MEMBERS
Dennis Ardine-Vicki Arnold-Dick Bratton-Erna Clark-Juanita Clark-Miriam Een- Danielle Hanslip-Rose Honrath-June Ingram-Rick Johnson
Jolanta Krol-Rod &Betty Larsen- Geno &Pearl Lonardo-Flo Montalvo-Dorothy Orr-Jim Seward-Pamela Stancliffe-Tim Volz-Marcus Gobel-
Ginger Norton-Denise Reitz-Layne Rushforth-Jeanine Sweany-Julia Whaun-Jean Withers-Others

CHARLESTON NEIGHBORHOOD
PRESERVATION

"Doing things today that will improve tomorrow"

Phone/Fax: 702-877-2438

to 340 ft., an existing massage is within 638 ft., and the right of way is only 60ft. What kind of reputation would we strengthen?

#98—SUP-38137—NO, please to ALL THREE waivers. Will we break the constituent's trust, if the prize is big "enough"? This clever Financial Institution requests being 140 ft too close to Residential, 180 ft. too close to Another financial institution, AND be 600 sq ft. smaller in area than the required 1,500 sq. ft..

June Ingram
C N P President

June Ingram, PRESIDENT and BOARD
Charleston Neighborhood Preservation

BOARD & ADVISORY MEMBERS
Dennis Ardine-Vicki Arnold-Dick Bratton-Erna Clark-Juanita Clark-Miriam Een- Danielle Hanslip-Rose Honrath-June Ingram-Rick Johnson-Jolanta Krol-Rod &Betty Larsen- Geno &Pearl Lonardo-Flo Montalvo-Dorothy Orr-Jim Seward-Pamela Stancliffe-Tim Volz-Marcus Gobel-Ginger Norton-Denise Reitz-Layne Rushforth-Jeanine Sweany-Julia Whaun-Jean Withers-Others

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: AUGUST 4, 2010

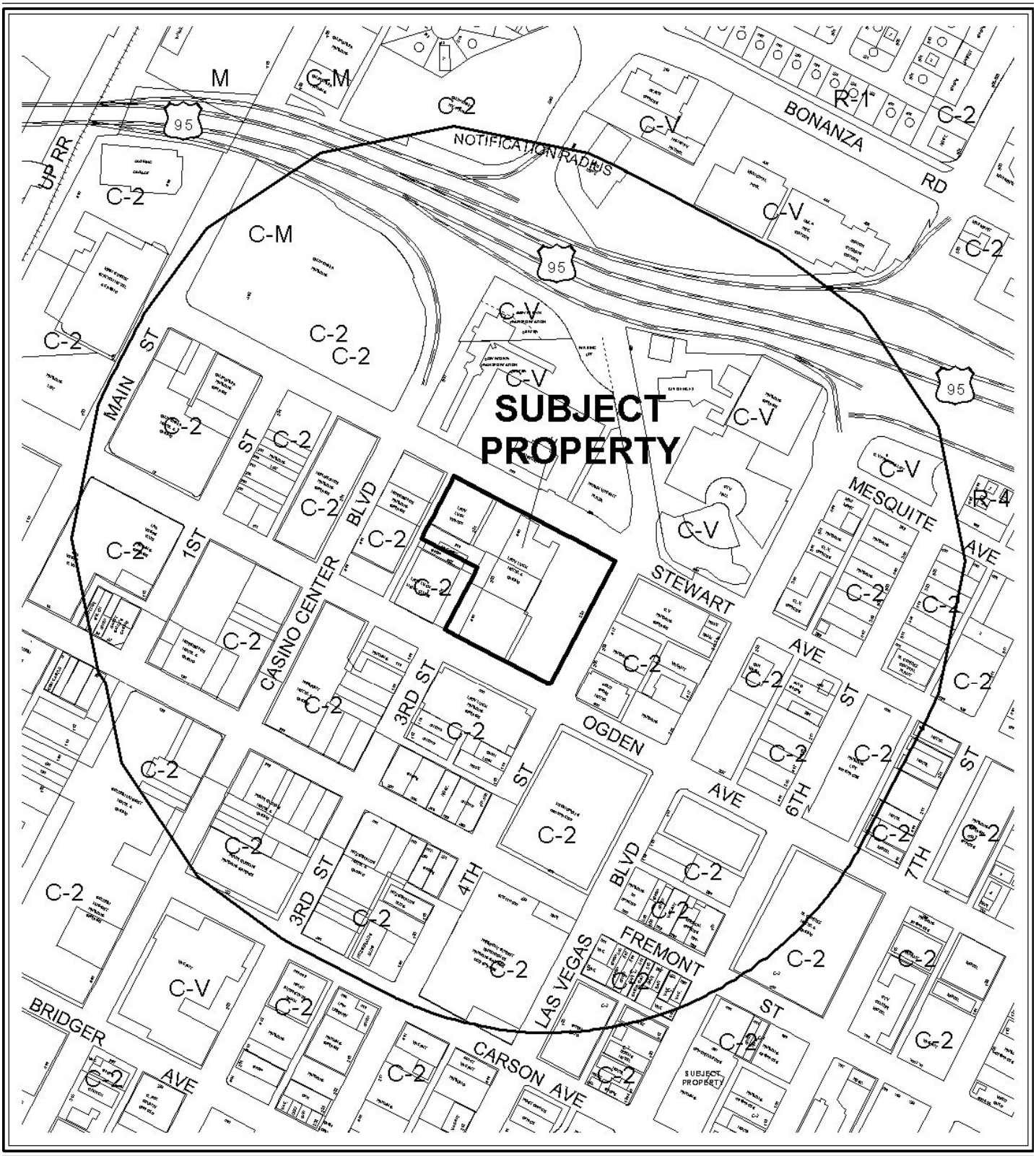
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-37946 – ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: RESORT GAMING GROUP, LLC - OWNER: 220 NORTH 4TH STREET LV, LLC, ET AL - Request for a Site Development Plan Review FOR PROPOSED FACADE MODIFICATIONS AND THE ADDITION OF A SERVICE YARD, A PORTE COCHERE, A SURFACE PARKING LOT AND A 25-FOOT ADDITION ON THE ROOF OF AN EXISTING HOTEL/CASINO WITH WAIVERS OF DOWNTOWN CENTENNIAL PLAN STREETSCAPE, UTILITY AND PARKING LOT LANDSCAPING AND SCREENING REQUIREMENTS on 3.94 acres at 220 North 4th Street (APNs 139-34-501-009; 139-34-510-019 and 139-34-514-007 through 009), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the June 24, 2010 Planning Commission Meeting for SDR-37946



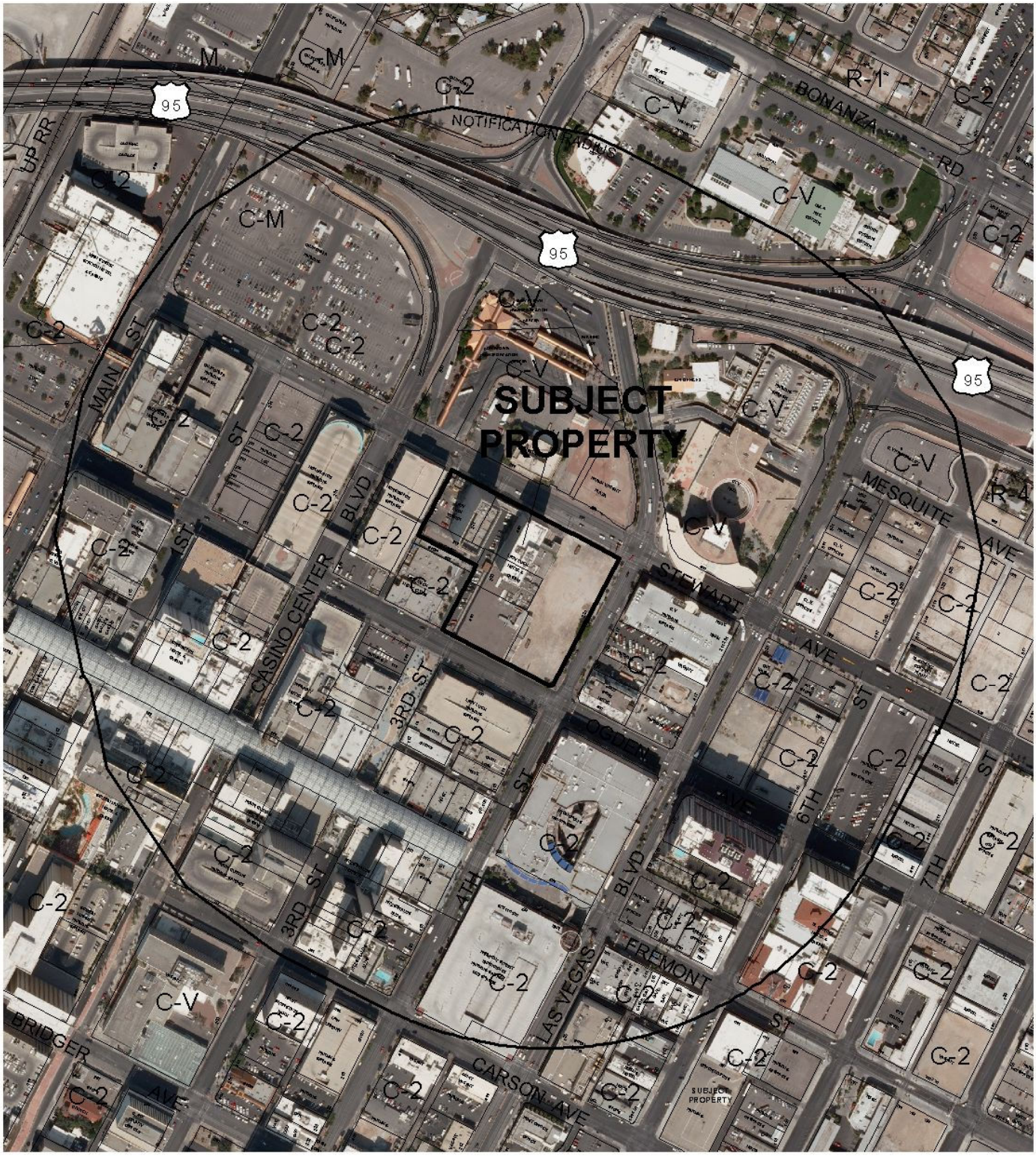
0 400 800 Feet

CASE: **SDR-37946**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



0 400 800 Feet

CASE: **SDR-37946**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: AUGUST 4, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: RESORT GAMING GROUP, LLC - OWNER: 220 NORTH 4TH STREET LV, LLC, ET AL

THIS ITEM WAS HELD IN ABEYANCE FROM THE JULY 21, 2010 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SDR-37946	Staff recommends APPROVAL, subject to conditions:	

**** CONDITIONS ****

SDR-37946 CONDITIONS

Planning and Development

1. APN 139-34-510-014, also known as 215 N. 3rd Street, is not a part of this application.

2. This Site Development Plan Review (SDR-37946) does not modify the previously approved Site Development Plan Review (SDR-4835) with regard to travel lanes and on-street parking for the vacated 3rd Street. An application to modify SDR-4835, with signatures from all affected property owners, or full compliance with all plans and conditions of approval of Site Development Plan Review (SDR-4835) and Vacation (VAC-3926), as implemented by civil plan review #107V4327 approved on 03/31/05, shall be required prior to issuance of any building permits associated with SDR-37946.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All development shall be in conformance with the site plan and landscape plan, date stamped 06/22/10 and building elevations, date stamped 04/13/10, except as amended by conditions herein.

5. Prior to approval of a final inspection, the proposed alterations to the Third Street pedestrian bridge to reduce the parapet and soffit materials to a minimum and to replace the existing materials with a clear glazing system shall be completed in conformance with the building elevations date stamped 04/13/10.

6. A Waiver from Downtown Centennial Plan Section VII.B.1.e is hereby approved, to allow utilities to remain above ground where required to be underground along Stewart Avenue.

7. A Waiver from Downtown Centennial Plan Section VII.B.3.d is hereby approved, to allow block wall screening adjacent to the service yard where ornamental iron screening is required.

8. A Waiver from Downtown Centennial Plan Section VII.B.4.a is hereby approved, to allow a zero-foot amenity zone where a five-foot amenity zone is required along portions of Stewart Avenue between 3rd Street and east to the parking lot entrance.

9. A Waiver from Downtown Centennial Plan Section VII.B.4.c is hereby approved, to allow no additional trees along Stewart Avenue.

10. Prior to occupancy, the required number of handicap parking spaces shall be provided, in the existing parking structure, in the proposed parking lot, or a combination of structure and lot, in conformance with Title 19.10 requirements.

11. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

12. These Conditions of Approval shall be affixed to the cover sheet of the plan set submitted for building permit.

13. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner. The landscape plan shall be revised to include irrigation specifications.

14. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

15. All proposed signage shall be subject to approval by the Downtown Design Review Committee prior to issuance of sign permits.

16. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

17. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

18. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

19. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

20. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

21. A Comprehensive Construction Staging Plan shall be submitted to the Planning and Development Department for review and approval prior to the issuance of any building permits. The Construction Staging Plan shall include the following information: Design and location of construction trailer(s); design and location of construction fencing; all proposed temporary construction signage; location of materials staging area; and the location and design of parking for all construction workers.

22. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

23. Provide a copy of a recorded joint access and parking agreement between this site and Assessor's Parcel #139-34-510-014 [Ace Loan Company, 215 N. Third Street] within the Third Street alignment prior to the issuance of any permits for this site.

24. Coordinate with the Building and Safety Department to determine if existing lot lines are in conflict with existing or the new proposed structures. If it is determined that a mapping or other lot consolidation is required, coordinate with the City Surveyor to determine the most appropriate lot consolidation method.

25. Dedicate a 10 foot radius on the southwest corner of Stewart Avenue and 4th Street prior to the issuance of any permits.

26. A Petition of Vacation to vacate the existing public sewer easement, such as VAC-27995, shall record prior to the issuance of any permits for improvements abutting or overlying the sewer easement.

27. Remove all substandard public street improvements and unused driveway cuts adjacent to this site and replace with new improvements meeting Downtown Centennial Plan Standards modified as necessary to accommodate existing physical obstructions and as amended by conditions herein per the approved Site Plan concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with the development of this site.

28. Prior to the approval of Construction drawings for this site, sign a Covenant Running with Land agreement for the possible future undergrounding of all existing overhead utility lines adjacent to this site not placed underground per requirements of the Downtown Centennial Plan. The Covenant agreement must be recorded with the County Recorder and a copy of the recorded document must be provided to the City prior to the issuance of building permits for this site.

29. Unless otherwise allowed by the City Engineer, construct sidewalk, where such does not exist, on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.

30. Contact the City Engineer's Office (Lorrie Dunford) at 229-6272 to coordinate the development of this project with the Stewart Avenue Phase II project and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer.

31. Landscape and maintain all unimproved rights-of-way, if any, on 4th Street, Ogden Avenue and Stewart Avenue adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

32. Submit an Encroachment Agreement for all landscaping and private improvements, if any, located in the Ogden Avenue, Stewart Avenue and (where applicable) 4th Street public rights-of-way adjacent to this site prior to issuance of permits for this site.

33. Coordinate all driveway geometrics with the Traffic Engineer to determine final allowable widths and depths prior to the submittal of construction drawings or issuance of permits whichever occurs first.

34. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. Alternatively, meet with the Flood Control Section of the Department of Public Works to determine an acceptable alternative, if any, to the Drainage Plan and Technical Drainage Study.

** STAFF REPORT **

PROJECT DESCRIPTION

This project request is for modifications to an existing hotel and casino located at the southwest corner of Stewart Avenue and Fourth Street. Façade improvements to the existing buildings are proposed along Stewart Avenue, Ogden Avenue, Fourth Street and the interior of the property. Along Fourth Street, a new access into the property and new surface parking area containing 54 spaces are proposed, along with a new porte cochere and building entrance. A new central plant that will contain the majority of the hotel's mechanical equipment will also be located along Fourth Street. Along Stewart Avenue, the existing loading dock is proposed to be rebuilt and reconfigured with screening. The existing pedestrian bridge across Third Street is proposed to be modified to replace the existing glass with transparent glass and to reduce the bulk of the structure. The existing mechanical building adjacent to the west side of the west tower will be demolished to allow for a one-way entry into the property. Along Ogden Avenue, a new pool and deck is proposed to be added to the roof of the existing eastern building, as well as a 25-foot tall building extension that is intended to include meeting rooms. The casino will not be expanded.

The overall project is subject to the standards of the Downtown Centennial Plan. The applicant has requested several Waivers; however, these Waiver requests are minor in nature and will be mitigated by the public improvements currently underway along Stewart Avenue, leaving the project in substantial compliance with the standards of the Downtown Centennial Plan. Therefore, staff is recommending approval. If denied, the existing hotel and casino would remain and a new Site Development Plan Review would be required for future development of the site.

ISSUES

- A deceleration lane is proposed along the west side of Fourth Street into the site to eliminate disruption of traffic flow. A portion of the existing sidewalk and amenity zone would be used for the deceleration lane.
- As a result of the proposed site modifications, 54 parking spaces are proposed to be added; however, the number of hotel rooms is proposed to be reduced by 162, thereby reducing the overall parking demand. Title 19 parking requirements are not automatically applied in the Downtown Centennial Plan area.
- The existing service yard area is proposed to be expanded to permit large service vehicles to enter and exit the site without obstructing Stewart Avenue. A 20-foot driveway is proposed that will allow for easier egress from the service yard.

- Waivers of Downtown Centennial Plan streetscape, utility, parking lot landscaping and screening requirements are required for approval of the project as proposed; these have been requested by the applicant. Staff can support these requests, as the requested Waivers are minor in nature and will be mitigated by the public improvements currently underway along Stewart Avenue.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/26/62	The Board of City Commissioners approved Ordinance #1014, which adopted an official Zoning Map reaffirming the C-2 (General Commercial) Zone on the subject property.
01/09/79	The Board of Zoning Adjustment approved a Variance (V-0112-78) to allow a proposed illuminated sign over the public right-of-way that will project to within one foot (1') of the curb where a three-foot (3') setback is required on property located at 206 North Third Street. Staff recommended approval.
11/19/80	The Board of City Commissioners approved an Aesthetic Review (AR-0008-80) for a proposed 21-story, 360-unit tower to be located on the east side of Third Street between Stewart Avenue and Ogden Avenue. The Planning Commission and staff recommended approval.
12/04/85	The City Council approved an Aesthetic Review (AR-0008-80) for Phase I of a proposed expansion to an existing hotel and casino, including a proposed 21-story, 360-unit tower to be located on the east side of Third Street between Stewart Avenue and Ogden Avenue. The Planning Commission and staff recommended approval.
09/14/98	The City Council approved a Petition (VAC-0030-98) to Vacate Third Street between Stewart Avenue and Ogden Avenue. The Planning Commission and staff recommended approval. The approval expired 09/14/02 after three Extensions of Time [VAC-0030-98(1), (2) and (3)] were administratively approved by the Department of Planning and Development.
01/05/00	The City Council approved a Site Development Plan Review (SD-0030-99) for a proposed pedestrian mall on Third Street between Stewart Avenue and Ogden Avenue. The Planning Commission and staff recommended approval.
12/06/01	The Planning Commission approved a Site Development Plan Review (SD-0071-01) for a proposed 14,765 square-foot banquet hall at 206 North Third Street. This review included the removal of the temporary tent and trailer structures. Staff recommended approval. A condition of that approval required a separate submittal for a Site Development Plan Review for general site improvements, including a proposed pedestrian mall in the portion of Third Street to be vacated prior to recordation of the Order of Vacation.
02/20/02	The City Council approved a Special Use Permit (U-0158-01) to allow the conversion of a resort hotel into a timeshare development. The Planning Commission and staff recommended approval.
07/21/10	The City Council voted to hold this item in abeyance to the August 4, 2010

	City Council meeting at the request of the applicant.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/05/04	The City Council approved a Petition (VAC-3926) to Vacate Third Street between Ogden Avenue and Stewart Avenue. The Planning Commission and staff recommended approval. The Order of Vacation was recorded on 11/19/04.
08/26/04	The Planning Commission approved a Site Development Plan Review (SDR-4835) for a proposed valet parking operation within the right-of-way area of Third Street proposed to be vacated. Staff recommended approval. A condition of approval required a City Council review in one year. No review has yet been considered by the City Council.
09/15/04	The City Council approved a Special Use Permit (SUP-4739) for a proposed 10,000 square-foot tavern and a Waiver of the 1,500-foot distance separation requirement from another tavern on property located at 201 North Third Street. The Planning Commission and staff recommended approval.
09/15/04	The City Council approved a Special Use Permit (SUP-4741) for a proposed 5,500 square-foot tavern and a Waiver of the 1,500-foot distance separation requirement from another tavern on property located at 207 North Third Street. The Planning Commission and staff recommended approval.
09/15/04	The City Council approved a Special Use Permit (SUP-4742) for a proposed 6,000 square-foot tavern and a Waiver of the 1,500-foot distance separation requirement from another tavern on property located at 207-A North Third Street. The Planning Commission and staff recommended approval.
09/15/04	The City Council approved a Special Use Permit (SUP-4743) for a proposed 4,050 square-foot tavern and a Waiver of the 1,500-foot distance separation requirement from another tavern on property located at 207-A North Third Street. The Planning Commission and staff recommended approval.
08/25/05	The Planning Commission approved a Tentative Map (TMP-8072) for a one-lot commercial subdivision on the subject property. Staff recommended approval.
10/06/05	The Downtown Design Review Committee approved an amendment (ARC-9395) to an existing Master Sign Plan for nightclub establishments at 201 and 217 North Third Street.
02/09/06	The Planning Commission approved a Tentative Map (TMP-11015) for a 262-unit Hotel/Condominium subdivision on Floors 6 through 25 of an existing Hotel/Casino complex at 221 North Third Street. Staff recommended approval.
02/13/06	Two Reversionary Final Maps (FMP-8941 and FMP-8943) of a portion of Clark's Las Vegas Townsite, totaling 0.93 acres, were recorded in the Office of the Clark County Recorder. A portion of the subject site is included within this area.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/15/06	The City Council approved a Special Use Permit (SUP-10491) and Site Development Plan Review (SDR-10490) for a proposed 8,700 square-foot expansion of an existing Non-Restricted Gaming Facility with Waivers of Downtown Centennial Plan Streetscape requirements, required parking structure setback along Fourth Street, and building frontage requirement along Ogden Avenue on 3.12 acres at 206 North Third Street and 220 North Fourth Street. The Planning Commission and staff recommended approval. The Special Use Permit and Site Development Plan Review approvals expired 02/15/08.
05/08/06	A Final Map (FMP-9824) of the Lady Luck for a one-lot commercial subdivision containing 3.07 acres was recorded in the Office of the Clark County Recorder. A portion of the subject site includes this subdivision.
09/21/06	The Planning Commission voted to table requests for a Special Use Permit (SUP-15382) for a proposed expansion of an existing Non-Restricted Gaming Facility and a Site Development Plan Review (SDR-15380) for a proposed 16,000 square foot expansion of an existing non-restricted gaming facility with Waivers of the Downtown Centennial Plan standards related to sidewalk width and reflective glass. Staff recommended approval.
04/02/08	The City Council approved an Extension of Time (EOT-26872) of a previously approved Site Development Plan Review (SDR-10490) for a proposed 8,700 square-foot expansion of an existing Hotel/Casino with a Waiver of Streetscape Requirements, required parking structure setback along Fourth Street, and building frontage requirement along Ogden Avenue on 3.12 acres at 206 North Third Street and 220 North Fourth Street. Staff recommended approval. The approval expired 02/15/10.
04/02/08	The City Council approved an Extension of Time (EOT-26873) of a previously approved Special Use Permit (SUP-10491) for a proposed 8,700 square-foot expansion of an existing Non-Restricted Gaming Facility at 206 North Third Street and 220 North Fourth Street. Staff recommended approval. The approval expired 02/15/10.
07/16/08	The City Council approved a Petition to Vacate (VAC-27995) a Public Sewer Easement generally located at the northwest corner of Ogden Avenue and Fourth Street. The Planning Commission and staff recommended approval.
08/14/09	The Planning and Development Department administratively approved an Extension of Time (EOT-35237) of a previously approved Petition of Vacation (VAC-27995) to vacate a Public Sewer Easement generally located at the northwest corner of Ogden Avenue and Fourth Street. The approval will expire 07/16/10.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/27/10	The Planning Commission held this request (SDR-37946) in abeyance to the 06/24/10 Planning Commission meeting to allow the applicant to meet with an adjacent property owner.
06/24/10	The Planning Commission (6-0-1 vote/rt) recommended APPROVAL.

Most Recent Change of Ownership	
05/08/06	A deed was recorded for a change in ownership on APN 139-34-514-007.
10/08/07	A deed was recorded for a change in ownership on APN 139-34-514-008 and 009 and 139-34-501-009 and 010.
04/16/08	A deed was recorded for a change in ownership on APN 139-34-510-019.

Related Building Permits/Business Licenses	
Pre-1991	A business license (L16-00098) was issued for a tavern at 206 North Third Street. The license is still active.
08/04/98	Business licenses (C30-00984 and G08-00039) were issued for a race and sports book at 206 North Third Street. The licenses were marked out of business on 12/14/07.
09/04/03	A business license (G08-00056) was issued for non-restricted gaming at 206 North Third Street. The license is still active.
09/09/06	A business license (M18-03714) was issued for a promoter at 206 North Third Street. The license is still active.
02/07/07	A business license (A01-01253) was issued for an administrative office at 206 North Third Street. The license is still active.
02/13/07	A business license (M18-03870) was issued for a gaming research consultant at 206 North Third Street. The license was marked out of business on 12/17/07.
06/29/07	A business license (Q01-00470) was issued for a real estate business at 206 North Third Street. The license is still active.
03/12/09	A business license (M18-04657) was issued for a casino owners association at 206 North Third Street. The license is still active.

Pre-Application Meeting	
03/29/10	A pre-application meeting was held with the applicant to discuss the issues related to the project and to prepare the applicant for submittal of a Site Development Plan Review application. The following topics were discussed: • Traffic Engineering assisted the applicant in designing an entry into the property that preserves most of the streetscaping and sidewalk and queues approaching traffic out of the right-of-way; • Applicant proposes to add meeting space, but also will be removing floor area elsewhere, resulting in net change of near zero and minimal change in parking requirements; • Downtown Centennial Plan Threshhold (Type II) requirements will apply to the project; • Signage will be subject to DDRC review. A waiver may be needed; • Fire safety issues are being addressed separately with Fire and Rescue; • Applications and Statements of Financial Interest will be required from all owners, with documents linking signees to property ownership; • Encroachment agreement will be required for façade popouts along Stewart Avenue and landscaping in right-of-way; • Waivers of streetscaping, utilities (undergrounding) and parking lot screening (wrought iron fencing) will be required. Amenities in right-of-way already exist on 4th Street.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
04/22/10	A field check of the subject site revealed the following: • The portion of the site along Fourth Street is vacant, with the exception of two construction trailers, construction equipment, portable facilities, parked vehicles and two refuse dumpsters; • The vacant area is enclosed by screened chain link fencing; • The hotel is not operational at this time; • Fourth Street contains seven sets of palm trees within the amenity zone, Ogden contains one pair of palm trees, and Stewart contains three existing shade trees in the sidewalk; • Power poles are located in the sidewalk along Stewart Avenue

Details of Application Request	
Site Area	
Net Acres	3.94

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Hotel, Gaming Establishment, Non-Restricted	C (Commercial)	C-2 (General Commercial)
North	Museum (Public)	PF (Public Facilities)	C-V (Civic)
South	Parking Garage	C (Commercial)	C-2 (General Commercial)
East	Hotel, Gaming Establishment, Non-Restricted, Tavern	C (Commercial)	C-2 (General Commercial)
	Government Facility Parking Garage	PF (Public Facilities)	C-2 (General Commercial)
West	Taverns, Parking Garage	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Downtown Centennial Plan (Downtown Gateway District)	X		N
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District	X		N
A-O (Airport Overlay) District (200 Feet)	X		Y
Downtown Casino Overlay District	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Las Vegas Redevelopment Plan Area	X		Y

DEVELOPMENT STANDARDS

Pursuant to Title 19.06.060 and the Downtown Centennial Plan (Downtown Gateway District), the following development standards apply to the subject proposal:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	3,500 SF	N/A
Min. Lot Width	N/A	25 Feet	N/A
Min. Setbacks:			
• Front (Fourth Street)	70% of the first story façade shall align along the front property line	0%	Y*
• Side (Ogden Avenue)	Not required	0 Feet	Y
• Corner (Stewart Avenue)	70% of the first story façade shall align along the corner side property line	16%	Y*
• Rear	Not required	53 Feet	Y
Max. Lot Coverage	N/A	39%	N/A
Max. Building Height	N/A	237 Feet	N/A
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened	By condition
Mech. Equipment	Screened	Screened	Y

*The building was constructed to setbacks established at the time of original approval. The proposed improvements to the buildings do not affect the existing setbacks, and therefore compliance with the current standards is not required.

Pursuant to the Downtown Centennial Plan (Downtown Gateway District), the following landscape standards apply to the subject proposal:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Parking Area Trees	1 Tree/6 uncovered spaces in islands and/or lot perimeter	9 Trees	9 Trees	Y
Min. Landscaped Surface Area	10 SF/surface parking space provided	540 SF	4,054 SF	Y
Turf Limitations	Max. 25% of total landscaped area		None	Y

Pursuant to the Downtown Centennial Plan (Downtown Gateway District), the following streetscape standards apply:

Streetscape Standards	*Required*	*Provided*	*Compliance*
Minimum Sidewalk width	10 feet	4th St. - 10 feet Ogden Ave. - 5 feet Stewart Ave. - 10 feet	N
Amenity zone (Ogden Ave., Fourth St., Stewart Ave.)	5 feet	4th St. - 5 feet Ogden Ave. – 5 feet Stewart Ave. - 0 feet	N
Right-of-way improvements	Light fixtures, streetlights, benches, trash receptacles, grates	Grates, light fixtures, streetlights, receptacles	Y
East-West Streets (Ogden Ave. and Stewart Ave.)	36" box shade trees at 15-20' intervals (min. 19 trees)	Stewart Ave. - 3 shade trees (existing) Ogden Ave. – 8 shade trees (proposed) and 2 palm tree (existing)	N
North-South Streets (4th St.)	25' date palms or similar at 30' intervals (min. 6 trees)	Existing fan palms at 20' intervals (14 trees)	Y

Parking Requirement - Downtown							
	Gross Floor Area or Number of Units	*Base Parking Requirement*			*Provided*		*Compliance*
			Parking		*Parking*		
Use		*Parking Ratio*	Regular	Handi-capped	Regular	Handi-capped	
Hotel	634 rooms	1 space per guest room	634		499		Y
TOTAL SPACES REQUIRED			634		499		Y
TOTAL (With Handicapped)			621	13	488	11	N

Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City. The analysis should take a number of factors into consideration when discussing parking availability, including pedestrian access, nearby parking structures, on-street parking, etc.

Waivers		
Requirement	***Request***	***Staff Recommendation***
DTCP VII.B.1.e Utilities – Underground utilities required	Utilities along Stewart Ave. to remain above ground	Approval
DTCP VII.B.3.d Parking Screening – Ornamental screening required where parking lots face public streets	Block wall screening adjacent to the service yard	Approval
DTCP VII.B.3.g Parking Lot Development Standards – Min. one shade tree/6 spaces in islands and/or perimeter of parking lot (min. 9 trees)	9 Trees	Waiver is no longer required
DTCP VII.B.4.a Right-of-Way Improvements – 10' sidewalk, 5' amenity zone	Zero-foot amenity zone along a portion of Stewart Ave., adjacent to the service yard; five-foot sidewalk along Ogden Ave., adjacent to the existing building	Approval
DTCP VII.B.4.c East-West Streets – 36" box trees at 15-20' intervals along Stewart Ave. and Ogden Ave.	No additional trees along Stewart Ave.	Approval

ANALYSIS

The entire project is subject to Downtown Centennial Plan standards. Pursuant to Section VIII.A of the Plan, the expansion of the buildings qualifies as a Threshold Category II project, requiring undergrounding of utilities and provision of streetscape improvements. Waivers of Downtown Centennial Plan streetscape, utility, parking lot landscaping and screening requirements were requested; however, revised plans were submitted on 06/09/10 which will minimize the requested waivers.

The most visible changes to the property from public rights-of-way will be along Fourth Street. A deceleration lane is proposed along the west side of Fourth Street providing a left-only turn into the site, in order to eliminate disruption of traffic flow. A portion of the existing sidewalk and amenity zone would be used for the deceleration lane. The east elevation of the east tower will be improved to incorporate façade modifications, a new building entrance and a porte cochere. The building footprint is not proposed to be altered; rather, the new building will extend 25 feet from the roof of the casino and will match the façade improvements on the east side of the east tower. Proposed streetscape along Fourth Street is in compliance with Downtown Centennial Plan standards.

Along Stewart Avenue, the proposed 20-foot driveway access from the service yard area will allow egress for vehicles turning around within the site. An eight-foot tall decorative block wall will be provided around the perimeter of the service yard area. Although this wall does not meet the Downtown Centennial Plan ornamental wrought iron screen fence requirement, it is an acceptable alternative, as the proposed wall will provide better visual and audible screening of the service yard activities from the public right-of-way. Stewart Avenue is undergoing a current capital project improvement that will allow for the future undergrounding of utilities and provide streetscaping adjacent to the site in conformance to the Downtown Centennial Plan where possible. As a result, waivers to allow existing overhead utilities to remain and for streetscape along Stewart Avenue, with the exception of the segment from 4th Street east to the parking lot driveway, can be supported. The proposed façade improvements on the north elevation of the existing west tower will encroach 10 inches into the Stewart Avenue right-of-way, and improvements to the façade of the north elevation of the existing east tower will encroach six inches into Stewart Avenue. These encroachments are addressed as a Public Works condition, in which an encroachment agreement for maintenance will be necessary.

Other revisions to the site and landscape plans include the following:

- Nine 36-inch box street trees have been provided in the amenity zone along Ogden Avenue, with a 10-foot sidewalk provided from 4th Street to the existing building.
- Nine parking lot trees are provided, meeting the requirement of the Downtown Centennial Plan. A waiver is no longer necessary for this item.
- A five-foot amenity zone and a 10-foot sidewalk are provided along Stewart Avenue from 4th Street to the parking lot driveway, in conformance with the Downtown Centennial Plan.
- A decorative wrought iron fence meeting the requirement of the Downtown Centennial Plan is provided along 4th Street and Ogden Avenue.
- Additional trees are provided along the vacated 3rd Street corridor

These revisions bring the proposed site into compliance with the design standards of the Downtown Centennial Plan to the extent that existing conditions allow.

The site is underparked by Title 19 standards; when applied, those standards require a minimum of 634 spaces, and 499 spaces are provided in the existing parking garage and the new surface parking lot. However, the Downtown Centennial Plan takes into account offsite parking, lot size limitations, alternate modes of transportation and a substantial residential element in the area, and Title 19 does not automatically apply Title 19.04 parking requirements for projects within the Downtown Centennial Plan area. As the table below shows, the number of required spaces will decrease due to removal of existing rooms, while the number of spaces provided will increase. This reduces the percentage of underparked spaces on the site from 44% to 21%.

	Existing	Proposed	Change
Number of Rooms/Required Parking Spaces	796	634	-162
Parking Spaces Provided	445	499	+54
Spaces Underparked	351	135	-216

The number of handicap accessible spaces does not meet Title 19.10 requirements. A condition of approval will require the provision of handicap spaces to meet Title 19.10.

All proposed signage will require review and approval by the Downtown Design Review Committee prior to the issuance of sign permits. A portion of the site is located within the Downtown Casino Overlay District, which is governed by Title 19.06. The site is not included in the Special Signage Area; however, the south 80 feet of the site is subject to the standards of the Special Signage Area by virtue of its inclusion within a 125-foot buffer of the Special Signage Area boundary.

The project site lies within the 200-foot height limitation imposed by the Airport Overlay District. Although the existing west tower has a height of 237 feet, no new construction above 200 feet is proposed. The proposed addition to the roof of the hotel and casino is well within the height limitation of the Airport Overlay District. The project will not have any impact on the Live/Work District, in which this site is located.

Staff recommends approval of the Site Development Plan Review, as the requested Waivers are minor in nature and will be mitigated by the public improvements currently underway along Stewart Avenue, and the project substantially complies with Downtown Centennial Plan standards, which will make the site compatible with recent development east of Fourth Street.

FINDINGS (SDR-37946)

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development is compatible with surrounding commercial properties zoned C-2 (General Commercial) and the C-V (Civic) zoned area to the north containing public buildings. Proposed changes to the exterior of the existing hotel and casino will not affect the building footprint.

2. The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;

The proposed expansion is in substantial compliance with Downtown Centennial Plan streetscape, utility, parking lot landscaping and screening requirements. The existing land uses are consistent with the General Plan for this site.

3. Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;

Access to the site currently exists from Stewart Avenue, an 80-foot Secondary Collector as designated by the Master Plan of Streets and Highways, Ogden Avenue, also a Secondary Collector, and Third Street, a private street within the hotel complex. A new access is proposed from Fourth Street into the property that will reduce disruption of traffic flow on Fourth Street and will lead traffic to either a surface parking area or to through lanes to Ogden Avenue. Two new driveways will provide one way access from the south side of Stewart Avenue: one will provided access to the proposed surface parking area and the other to the existing west tower. Service vehicles may still enter and exit the site from Stewart Avenue, with an additional driveway provided. The proposed expansion of the existing service yard will allow better circulation for large trucks on the property.

4. Building and landscape materials are appropriate for the area and for the City;

Building materials are appropriate for this area. The type of landscape materials are acceptable but are lacking in quantity, especially along Stewart Avenue, Ogden Avenue and the surface parking area.

5. Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;

The façade improvements will create a more modern look for the existing hotel and are compatible with other developments in the Downtown Centennial Plan area. The design incorporates awnings at building entrances and variations in color and relief.

6. Appropriate measures are taken to secure and protect the public health, safety and general welfare.

Proposed development on the site will be subject to permit review and inspection, thereby constituting appropriate measures to protect the public health, safety and general welfare.

PLANNING COMMISSION ACTION

The Planning Commission added conditions 1, 2 and 23 and amended condition #4 as shown.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

NOTICES MAILED 112 (By City Clerk)

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-37946** APN: 139-34-514-008

Name of Property Owner: 221 North 3rd Street LV, LLC

Name of Applicant: Resort Gaming Group, LLC

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____ NP

Print Name: Nicholas V. Morosoff

Secretary of Property Owner

Subscribed and sworn before me

This _____ day of _____, 20____

_____

Notary Public in and for said County and State

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☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this

12th (Date) day of April (Month), 20 10 (Year), by

(1) Nicholas V. Morosoff (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (✗)

(and

(2) _____ (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature Denise del Rey (Signature of Notary Public)

DENISE DEL REY
Commission # 1843679
Notary Public - California
Los Angeles County
My Comm. Expires Apr 9, 2013

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Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Statement of Financial Interest

Document Date: April 12th, 2010 Number of Pages: 1

Signer(s) Other Than Named Above: _____

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PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-37946** APN: 139-34-510-019 & 139-34-514-009

Name of Property Owner: 220 North 4th Street LV, LLC

Name of Applicant: Resort Gaming Group, LLC

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Nicholas V. Morosoff
Secretary of Property Owner

Subscribed and sworn before me

This _____ day of _____, 20____

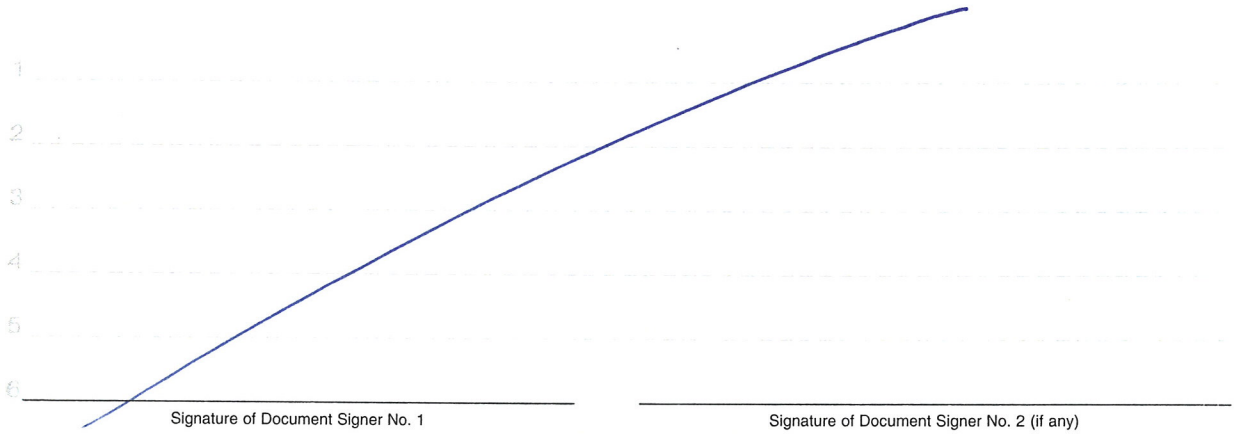
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☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)



Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 12th day of April, 2010, by

(1) Nicholas V. Morosoff,
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and

(2) _____,
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature Denise Del Rey
Signature of Notary Public

DENISE DEL REY
Commission # 1843679
Notary Public - California
Los Angeles County
My Comm. Expires Apr 9, 2013

Place Notary Seal Above

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Document Date: April 12th, 2010 Number of Pages: 1

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PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-37946** APN: 139-34-501-009 & 010

Name of Property Owner: 201 North 3rd Street LV, LLC

Name of Applicant: Resort Gaming Group, LLC

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Nicholas V. Morosoff
Secretary of Property Owner

Subscribed and sworn before me

This _____ day of _____, 20

_____

Notary Public in and for said County and State

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APR 13 2010

CALIFORNIA JURAT WITH AFFIANT STATEMENT

☑ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

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Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 12th day of April, 2010, by
Date Month Year

(1) Nicholas V. Morosoff,
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and

(2) _____,
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature Denise del Rey
Signature of Notary Public

DENISE DEL REY
Commission # 1843679
Notary Public - California
Los Angeles County
My Comm. Expires Apr 9, 2013

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Statement of Financial Interest

Document Date: April 12th, 2010 Number of Pages: 1

Signer(s) Other Than Named Above: _____

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PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-37946** APN: 139-34-514-007

Name of Property Owner: CIM/LL Las Vegas, LLC

Name of Applicant: Resort Gaming Group, LLC

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: _____ NVF

Print Name: Nicholas V. Morosoff
Secretary of Property Owner

Subscribed and sworn before me

This _____ day of _____, 20____

_____

Notary Public in and for said County and State

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PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Development Review

Project Address (Location) 206 N. 3rd Street

Project Name Lady Luck **Proposed Use** Hotel/Casino/Retail

Assessor's Parcel #(s) 139-34-514-007 **Ward #** 5

General Plan: existing yes proposed ____ **Zoning:** existing yes proposed ____

Commercial Square Footage 501,531 SF **Floor Area Ratio** 2.92

Gross Acres 3.12 **Lots/Units** N/A **Density** N/A

Additional Information ____

PROPERTY OWNER CIM/LL Las Vegas, LLC **Contact** Jeff Rosen

Address 6922 Hollywood Blvd. 9th Floor **Phone:** (323) 860-4900 **Fax:** (323) 860-4901

City Los Angeles **State** CA **Zip** 90028

E-mail Address jrosen@cimgroup.com

APPLICANT Resort Gaming Group, LLC **Contact** Todd Kessler

Address 206 N. 3rd St **Phone:** (702) 953-4320 **Fax:** (702) 477-0045

City Las Vegas **State** NV **Zip** 89101

E-mail Address todd@rgglv.com

REPRESENTATIVE ____ **Contact** ____

Address ____ **Phone:** ____ **Fax:** ____

City ____ **State** ____ **Zip** ____

E-mail Address ____

Property Owner Signature* ____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Nicholas J. Manoff Secretary of Property Owner

Subscribed and sworn before me

This ____ day of ____, 20 ____.

____

Notary Public in and for said County and State

Revised 10/27/08 "Refer to attached for Notary"

FOR DEPARTMENT USE ONLY

Case #	SDR-37946
Meeting Date:	05/27/10
Total Fee:	$1030.00
Date Received:*	04/13/10
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

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(and

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DENISE DEL REY
Commission # 1843679
Notary Public - California
Los Angeles County
My Comm. Expires Apr 9, 2013

Signature Denise del Rey
Signature of Notary Public

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PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Development Review

Project Address (Location) 206 N. 3rd Street

Project Name Lady Luck **Proposed Use** Hotel/Casino/Retail

Assessor's Parcel #(s) 139-34-501-009 & 010 **Ward #** 5

General Plan: existing yes proposed ____ **Zoning:** existing yes proposed ____

Commercial Square Footage 501,531 SF **Floor Area Ratio** 2.92

Gross Acres 3.12 **Lots/Units** N/A **Density** N/A

Additional Information ____

PROPERTY OWNER 201 North 3rd Street LV, LLC **Contact** Jeff Rosen

Address 6922 Hollywood Blvd 9th Floor **Phone:** (323) 860-4900 **Fax:** (323) 860-4901

City Los Angeles **State** CA **Zip** 90028

E-mail Address jrosen@cimgroup.com

APPLICANT Resort Gaming Group, LLC **Contact** Todd Kessler

Address 206 N. 3rd St **Phone:** (702) 953-4320 **Fax:** (702) 477-0045

City Las Vegas **State** NV **Zip** 89101

E-mail Address todd@rgglv.com

REPRESENTATIVE ____ **Contact** ____

Address ____ **Phone:** ____ **Fax:** ____

City ____ **State** ____ **Zip** ____

E-mail Address ____

Property Owner Signature* ____ NCP

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Nicholas V. Horsley Secretary of Property Owner

Subscribed and sworn before me

This ____ day of ____, 20 ____.

____

Notary Public in and for said County and State

Revised 10/27/08 "Reqd to attached for Notary"

FOR DEPARTMENT USE ONLY

Case #	SDR-37946
Meeting Date:	05/27/10
Total Fee:	$ 1030.00
Date Received:*	04/13/10
Received By:	D. Vale

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County of Los Angeles

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Name of Signer

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(and

(2) _____,
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature Denise del Rey
Signature of Notary Public

DENISE DEL REY
Commission # 1843679
Notary Public - California
Los Angeles County
My Comm. Expires Apr 9, 2013

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PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Development Review

Project Address (Location) 206 N. 3rd Street

Project Name Lady Luck **Proposed Use** Hotel/Casino/Retail

Assessor's Parcel #(s) 139-34-510-019 & 139-34-514-009 **Ward #** 5

General Plan: existing yes proposed ____ **Zoning:** existing yes proposed ____

Commercial Square Footage 501,531 SF **Floor Area Ratio** 2.92

Gross Acres 3.12 **Lots/Units** N/A **Density** N/A

Additional Information ____

PROPERTY OWNER 220 North 4th Street LV, LLC **Contact** Jeff Rosen

Address 6922 Hollywood Blvd 9th Floor **Phone:** (323) 860-4900 **Fax:** (323) 860-4901

City Los Angeles **State** CA **Zip** 90028

E-mail Address jrosen@cimgroup.com

APPLICANT Resort Gaming Group, LLC **Contact** Todd Kessler

Address 206 N 3rd St **Phone:** (702) 953-4320 **Fax:** (702) 477-0045

City Las Vegas **State** NV **Zip** 89101

E-mail Address todd@rgglv.com

REPRESENTATIVE ____ **Contact** ____

Address ____ **Phone:** ____ **Fax:** ____

City ____ **State** ____ **Zip** ____

E-mail Address ____

Property Owner Signature* ____

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Print Name Nicholas V. Horrocks Secretary of Property Owner

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Revised 10/27/08 "Refer to attached for Notary"

FOR DEPARTMENT USE ONLY

Case #	SDR-37946
Meeting Date:	05/27/10
Total Fee:	$1030.00
Date Received:*	04/13/10
Received By:	C.V.

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State of California

County of Los Angeles

DENISE DEL REY
Commission # 1843679
Notary Public - California
Los Angeles County
My Comm. Expires Apr 9, 2013
NNA14

DENISE DEL REY
Commission # 1843679
Notary Public - California
Los Angeles County
My Comm. Expires Apr 9, 2013
NNA14

Subscribed and sworn to (or affirmed) before me on this 12th (Date) day of April (Month), 20 10 (Year), by

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PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Development Review

Project Address (Location) 206 N. 3rd Street

Project Name Lady Luck **Proposed Use** Hotel/Casino/Retail

Assessor's Parcel #(s) 139-34-514-008 **Ward #** 5

General Plan: existing yes proposed _____ **Zoning:** existing yes proposed _____

Commercial Square Footage 501,531 SF **Floor Area Ratio** 2.92

Gross Acres 3.12 **Lots/Units** N/A **Density** N/A

Additional Information _____

PROPERTY OWNER 221 North 3rd Street LV, LLC **Contact** Jeff Rosen

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E-mail Address jrosen@cimgroup.com

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Revised 10/27/08

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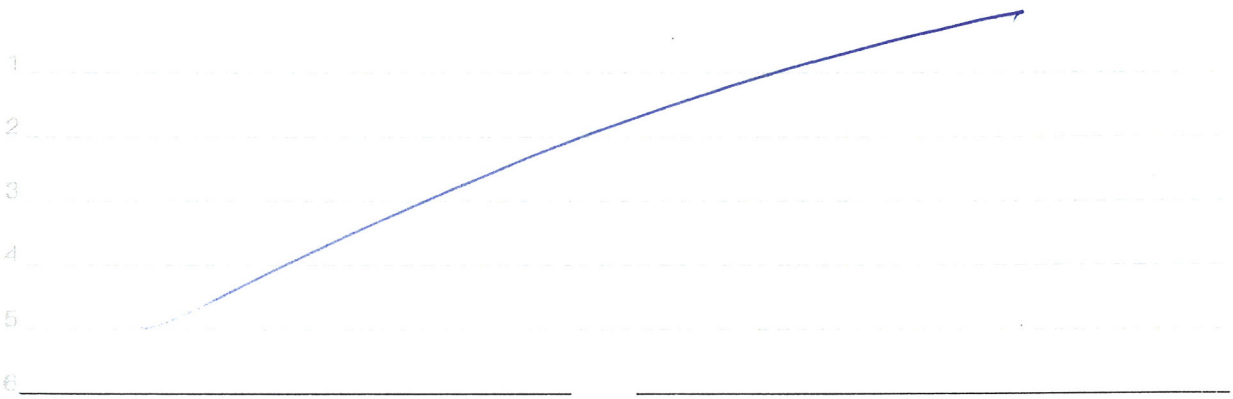
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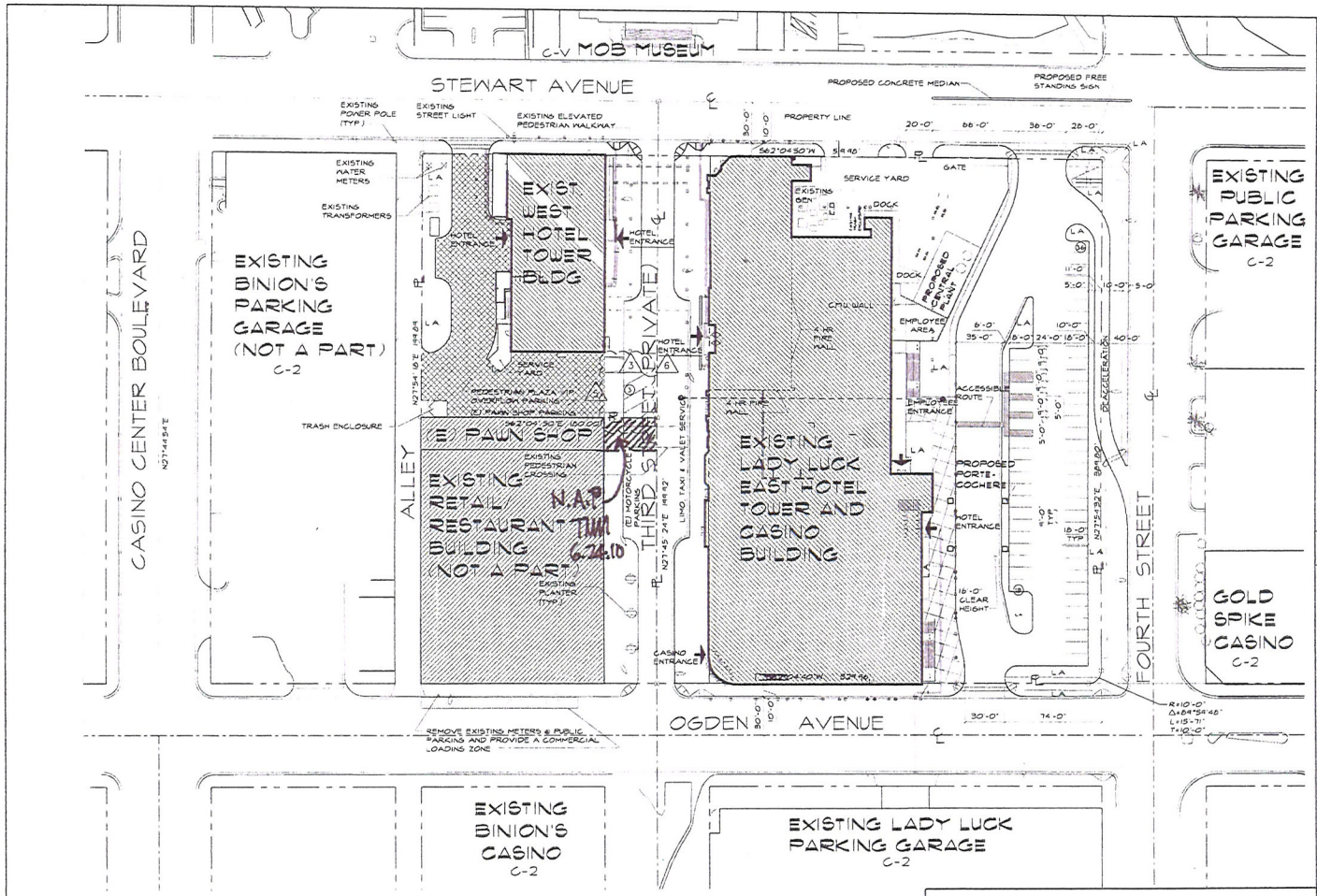
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CONCEPTUAL ARCHITECTURAL SITE PLAN

1" = 40'-0"

NORTH

LEGEND

CONTINUOUS ACCESSIBLE ROUTE 5% MAX. RUNNING SLOPE 2% MAX CROSS SLOPE W/ 1/2" MAX CHANGE IN ELEVATIONS

PROJECT DATA

ASSESSORS PARCEL NUMBER(S):	139-34-514-009 139-34-514-008 139-34-514-007 139-34-510-015 139-34-501-008
ACTION REFERENCE NUMBER(S):	
GOVERNING JURISDICTION:	CITY OF LAS VEGAS
DEVELOPMENT CODE:	TITLE 19
EXISTING LAND USE ZONE:	GENERAL COMMERCIAL DISTRICT (C-2)
ZONING OVERLAY DISTRICT(S):	N/A
LAND USE PLAN:	DOWNTOWN CENTENNIAL GATEWAY DISTRICT
SITE AREA:	3.94 ACRES/ 171,888 SQ. FT.

BUILDING AREA:
EXISTING EAST TOWER AREA:

BASEMENT	8,744 SQ. FT.
1ST FLOOR:	55,604 SQ. FT.
2ND FLOOR:	18,451 SQ. FT.
3RD FLOOR:	42,725 SQ. FT.
4TH THROUGH 17 TH FLOOR: (11,872 SQ. FT. X 13) =	143,936 SQ. FT.
EXISTING EAST TOWER TOTAL AREA:	269,860 SQ. FT.
EXISTING PEDESTRIAN BRIDGE AREA:	1,120 SQ. FT.

BUILDING AREA
EXISTING WEST TOWER AREA:

BASEMENT	9,847 SQ. FT.
1ST FLOOR:	11,202 SQ. FT.
2ND FLOOR	18,456 SQ. FT.
3RD FLOOR	8,454 SQ. FT.
4TH THROUGH 25TH FLOOR: (9,494 SQ. FT. X 21) =	198,534 SQ. FT.
EXISTING WEST TOWER TOTAL AREA:	239,533 SQ. FT.
TOTAL BUILDING AREA:	508,513 SQ. FT.
FLOOR AREA RATIO:	2.92

EAST TOWER:

BUILDING HEIGHT	168'-0"
NUMBER OF STORIES	17 W/ BASEMENT

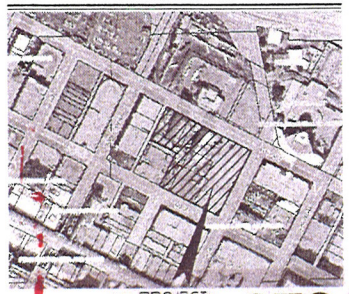
WEST TOWER:

BUILDING HEIGHT	237'-8"
NUMBER OF STORIES	25 W/ BASEMENT

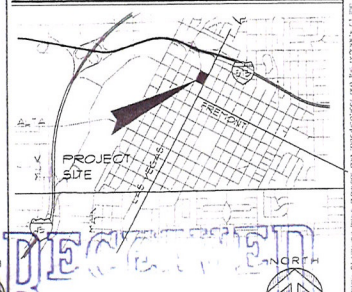
PARKING ANALYSIS:

PARKING RECOMMENDED 1 PER GUEST ROOM (634 X 1) = (1)	634 SPACES
EXISTING PARKING GARAGE (3)	449 SPACES
PROPOSED SURFACE PARKING	56 SPACES
ACCESSIBLE PARKING PROVIDED (INCLUDING ONE VAN + TWO ACCESSIBLE)	
TOTAL PARKING PROVIDED	505 SPACES

LOCATION MAP



VICINITY MAP



Submitted after final agenda
Date
Item 21

SDR-37946
REVISED

RECEIVED
JUN 22 2010

pacific design concepts, llc
HFAI
4580 N. Rancho Avenue
Las Vegas, Nevada 89130
T 415 331 5231
F 415 927 5234
www.hfaidesign.com
3000 W. Horizon Ridge Parkway, Suite 200
Henderson, Nevada 89052
(702) 454 5842 fax (702) 454 7442

project title:
Lady Luck
RENOVATION / EXPANSION
206 N. 3rd St. LAS VEGAS, NEVADA 89101

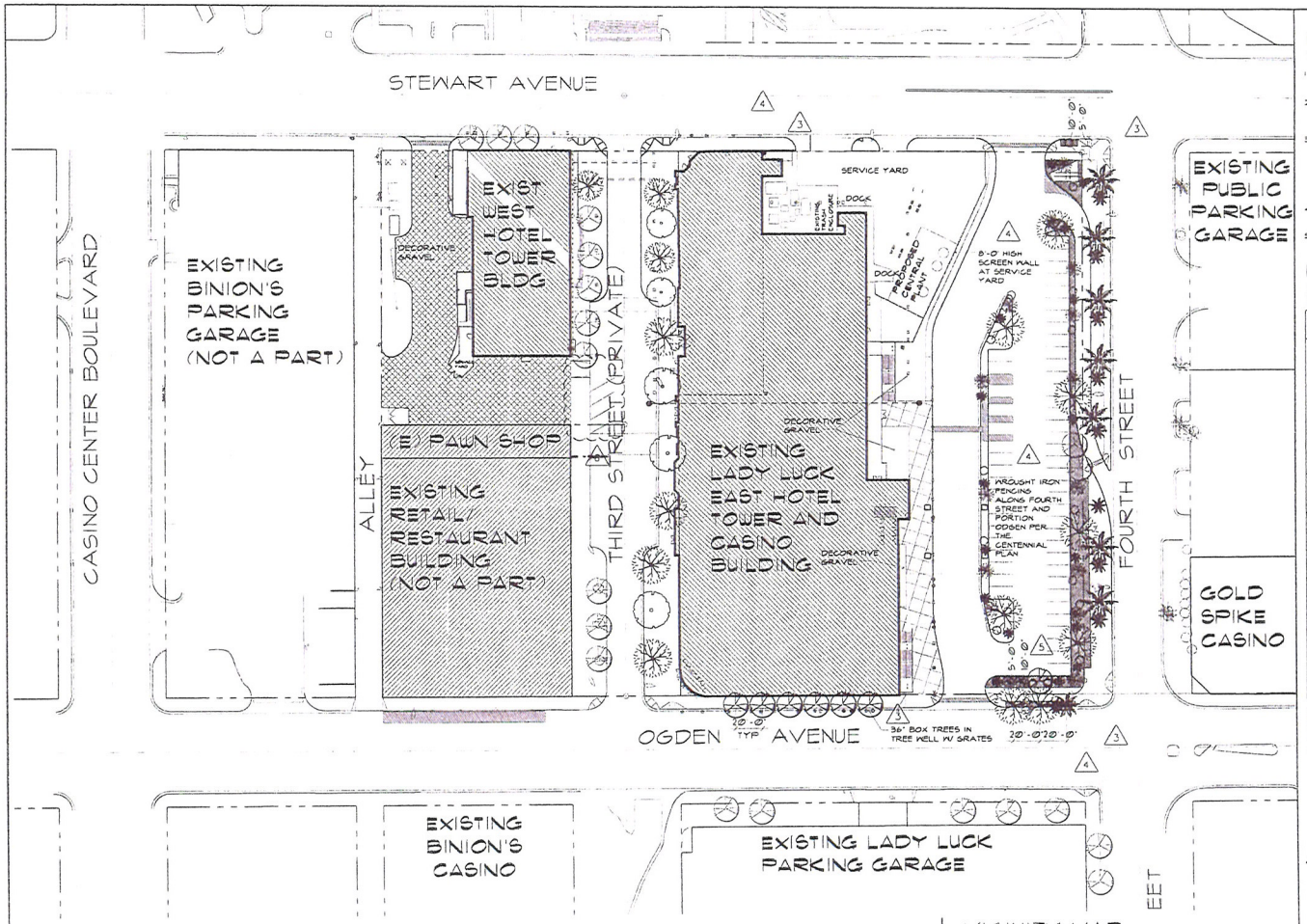
PRELIMINARY
NOT FOR CONSTRUCTION
5-11-2010

sheet title:
CONCEPTUAL ARCHITECTURAL SITE PLAN
LAND USE SUBMITTAL

issue dates

drawn by: KKG/MS/MT
checked by: RGG
project no.: 09-1528
revisions:
5-4-2010
5-12-2010
6-8-2010
6-10-2010
6-16-2010

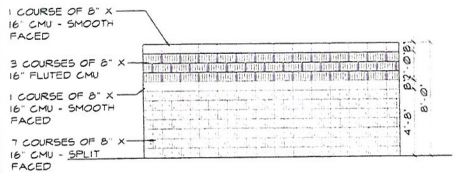
sheet no.: AS1.01
of sheets



CONCEPTUAL LANDSCAPE PLAN

1" = 40'-0"

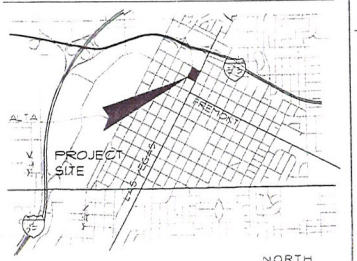
NORTH



PROPOSED SCREEN WALL

SCALE 1/4"=1'-0"

VICINITY MAP



MISCELLANEOUS NOTES

1. ALL EXPOSED SOILS TO RECEIVE 2" THICK LAYER OF DECORATIVE GRAVEL OR DECOMPOSED GRANITE
2. ANY TREE WITHIN 5' OF A SIDEWALK / PAVED SURFACE AND/OR WALL SHALL BE PLANTED WITH A ROOT SHIELD DESIGNED TO DIRECT ROOT GROWTH DOWNWARD
3. DECOMPOSED GRANITE COLOR: PALAMINO CORAL 1/2" SCREENED
   DECOMPOSED GRANITE SOURCE: VISTA ROCK LAS VEGAS, NEVADA
   DECORATIVE GRAVEL COLOR: RED SANDSTONE 3/4" 3/4"
   DECORATIVE GRAVEL SOURCE: STAR NURSERY LAS VEGAS, NEVADA
4. ALL LANDSCAPE AREAS TO RECEIVED COMPLETE AUTOMATIC PERMANENT UNDERGROUND DRIP IRRIGATION SYSTEM
5. TREE GRATES OR DECOMPOSED GRANITE IN TREE WELLS ARE ACCEPTABLE. TREE GRATES SHALL COMPLY WITH THE CITY OF LAS VEGAS CENTENNIAL PLAN DESIGN GUIDELINES (3)

PROPOSED LANDSCAPE LEGEND

TREES SYM	SIZE	QU	BOTANICAL NAME	COMMON NAME
	36" BOX	5 (4)	CERATONIA SILIQUA	CAROB TREE (3)
	36" BOX	5	QUERCUS VIRGINANA	SOUTHERN LIVE OAK TREE

SHRUBS	SIZE		BOTANICAL NAME	COMMON NAME
	5 GAL	15	LEUCOPHYLLUM FRUTESCENS	TEXAS RANGER
	5 GAL	15	RAPHIOLEPIS INDICA	INDIAN HAWTHORN
	5 GAL.	15	ROSMARINUS OFFICINALIS 'PROSTRATUS'	DWARF ROSEMARY

EXISTING LANDSCAPE LEGEND

EXISTING OAK TREE TO REMAIN

EXISTING MEXICAN FAN PALMS TO REMAIN

ANALYSIS

TOTAL LANDSCAPE BUFFER AREA = 4,054 SQ FT

DENOTES BUFFER AREA (1)

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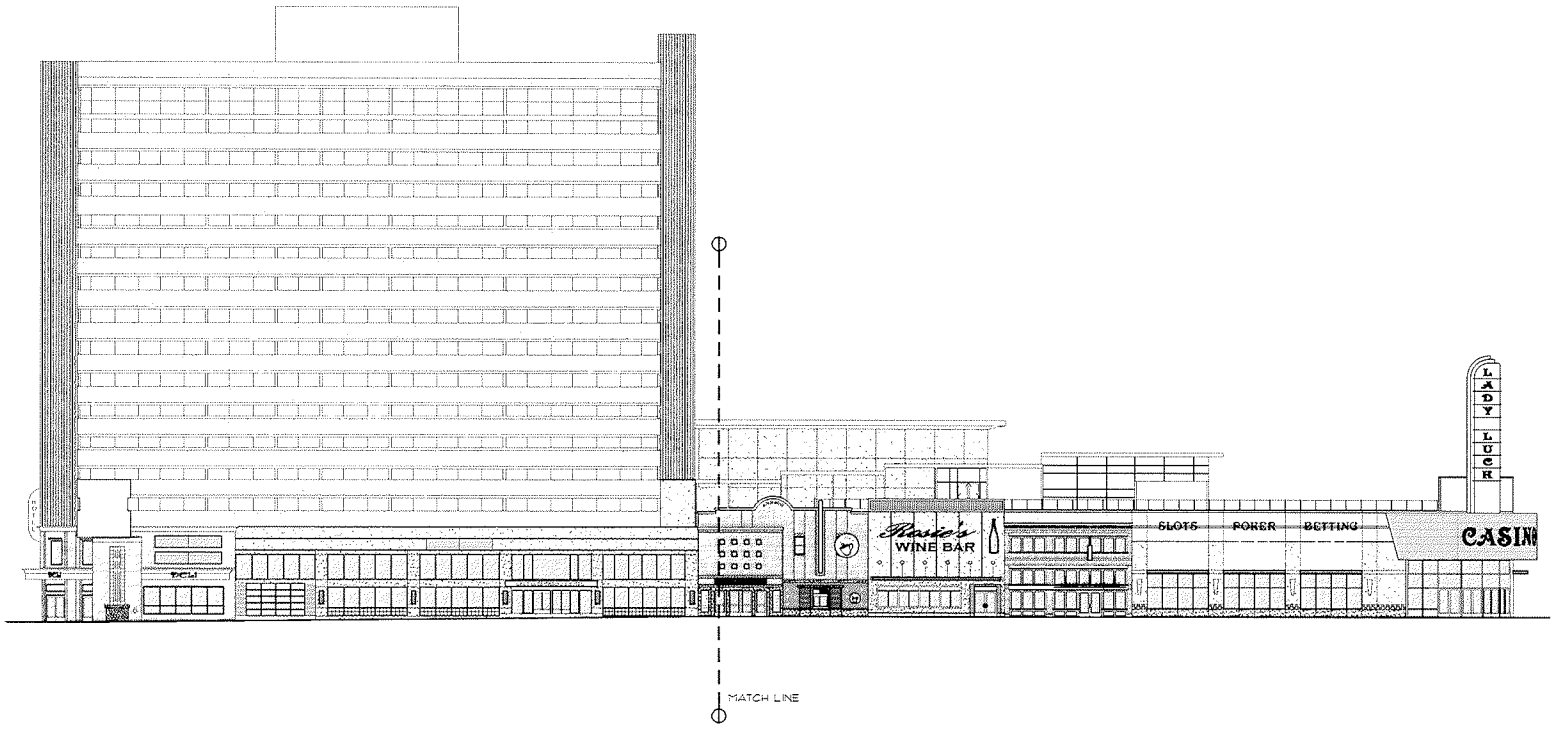
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issue dates:

drawn by: KKG/MS/PT
checked by: RGG
project no: 09-159
revisions:
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5-12-2010
6-8-2010
6-9-2010
6-10-2010
6-16-2010
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of: sheets

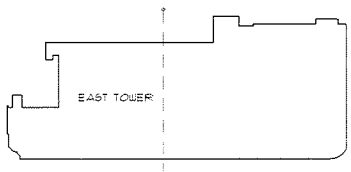
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ELEVENTH FLOOR
TENTH FLOOR
NINTH FLOOR
EIGHTH FLOOR
SEVENTH FLOOR
SIXTH FLOOR
FIFTH FLOOR
FOURTH FLOOR
THIRD FLOOR
SECOND FLOOR
FIRST FLOOR



A6.11 EAST TOWER OVERALL WEST ELEVATION
SCALE: 1/16"=1'-0"

KEY PLAN



NORTH
SCALE N.T.S.

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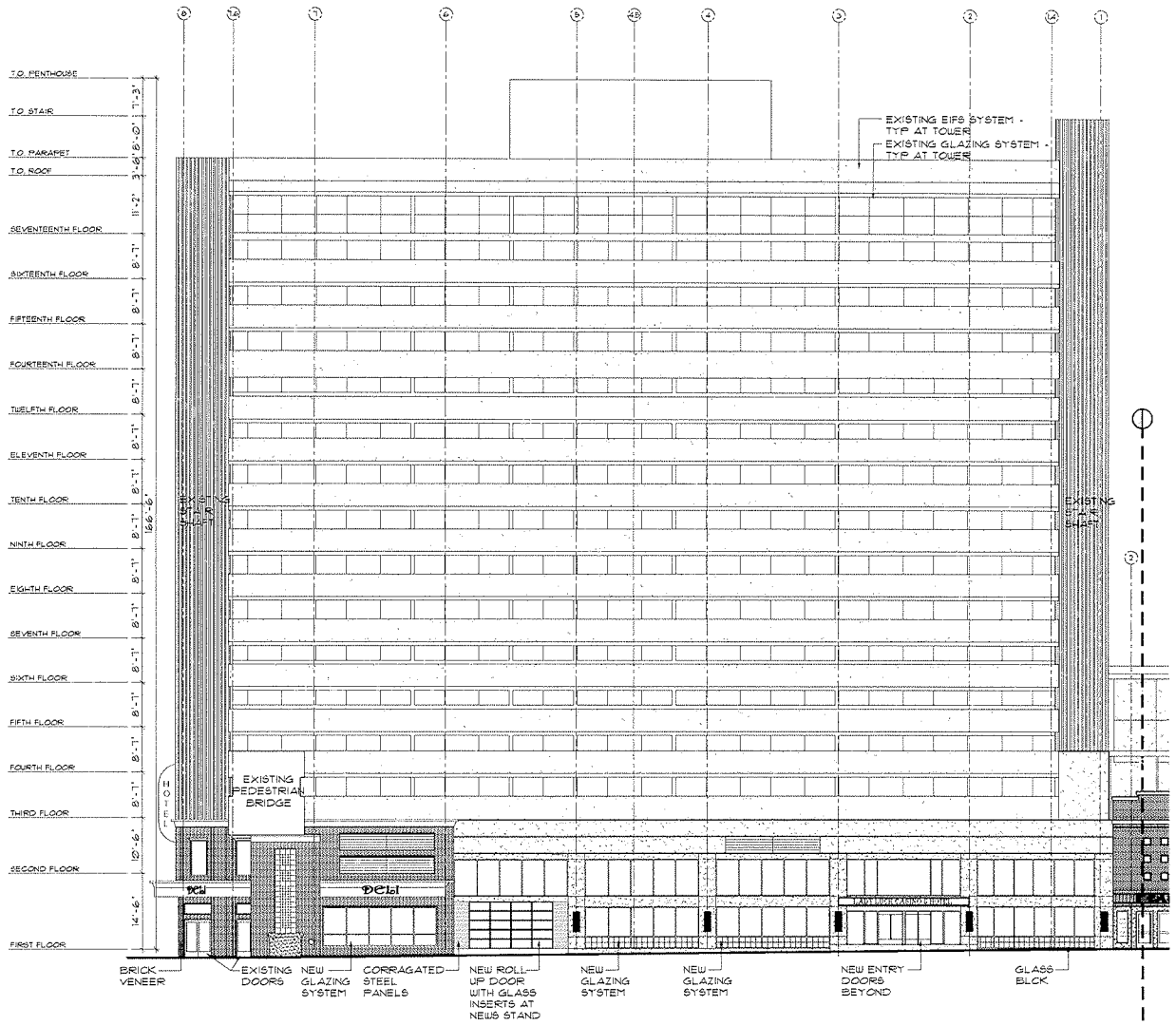
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sheet title:
EAST TOWER - WEST
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LAND USE SUBMITTAL

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revisions:
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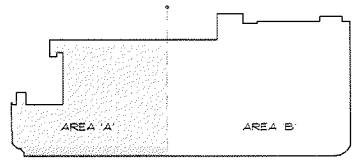
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1 A6.11.1 EAST TOWER WEST ELEVATION - AREA 'A'

SCALE: 3/32"=1'-0"

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sheet title:
EAST TOWER - WEST EXTERIOR ELEVATION - AREA 'A' (LUS)

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checked by: RCG
project no.: 09-150
revisions:

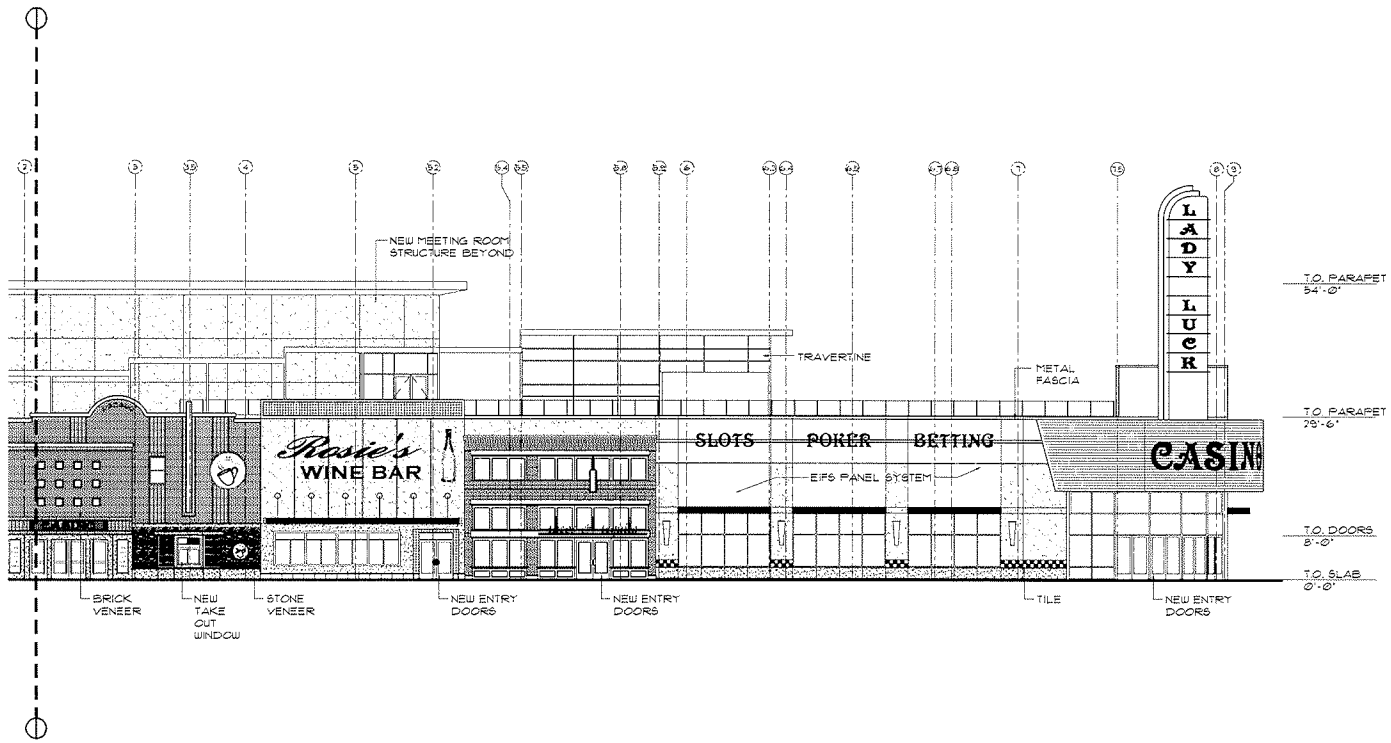
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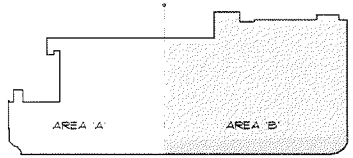
1 A6.11.2 EAST TOWER WEST ELEVATION - AREA 'B'

SCALE: 3/32"=1'-0"

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KEY PLAN



EAST TOWER

NORTH

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SCALE: N.T.S.

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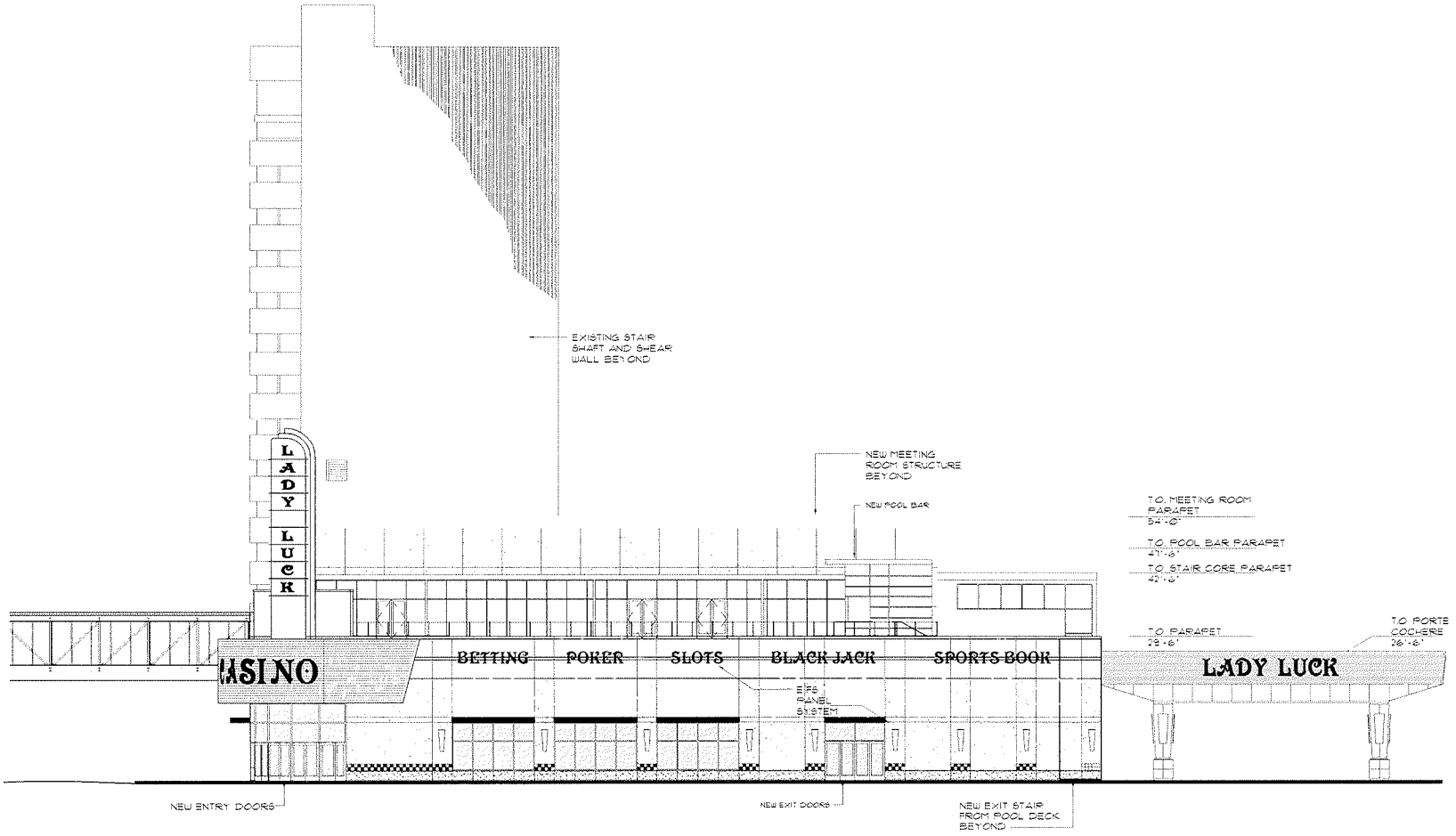
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1 / A6.12 EAST TOWER SOUTH ELEVATION

SCALE: 3/32"=1'-0"

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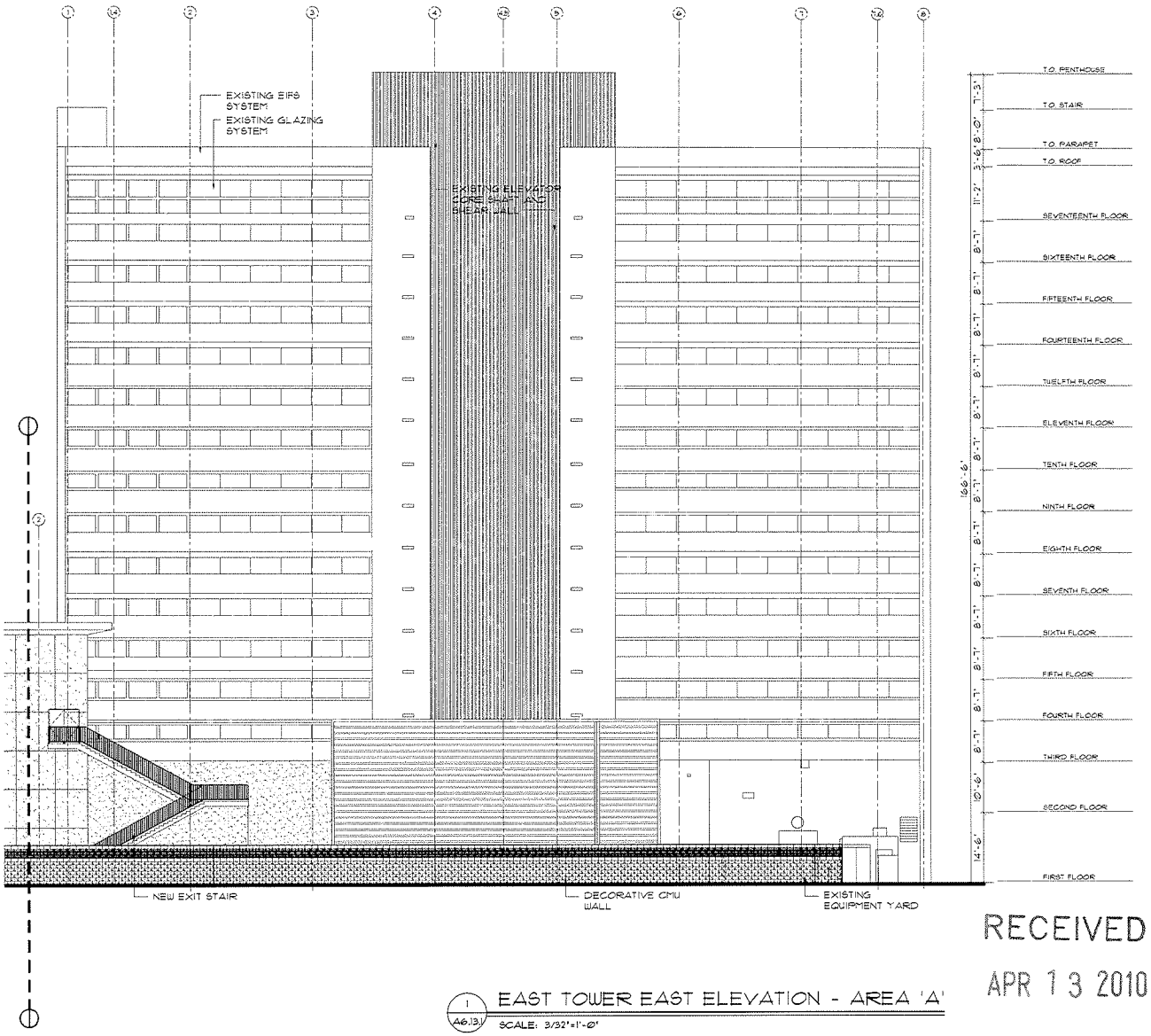
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SCALE: N.T.S.

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FIRST FLOOR

A6.13 A EAST TOWER OVERALL EAST ELEVATION
SCALE: 1/16"=1'-0"

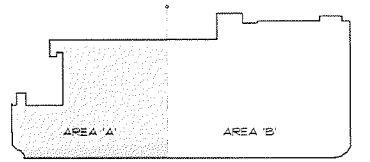


1 A6.13.1 EAST TOWER EAST ELEVATION - AREA 'A'

SCALE: 3/32"=1'-0"

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EAST TOWER

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SCALE: N.T.S.

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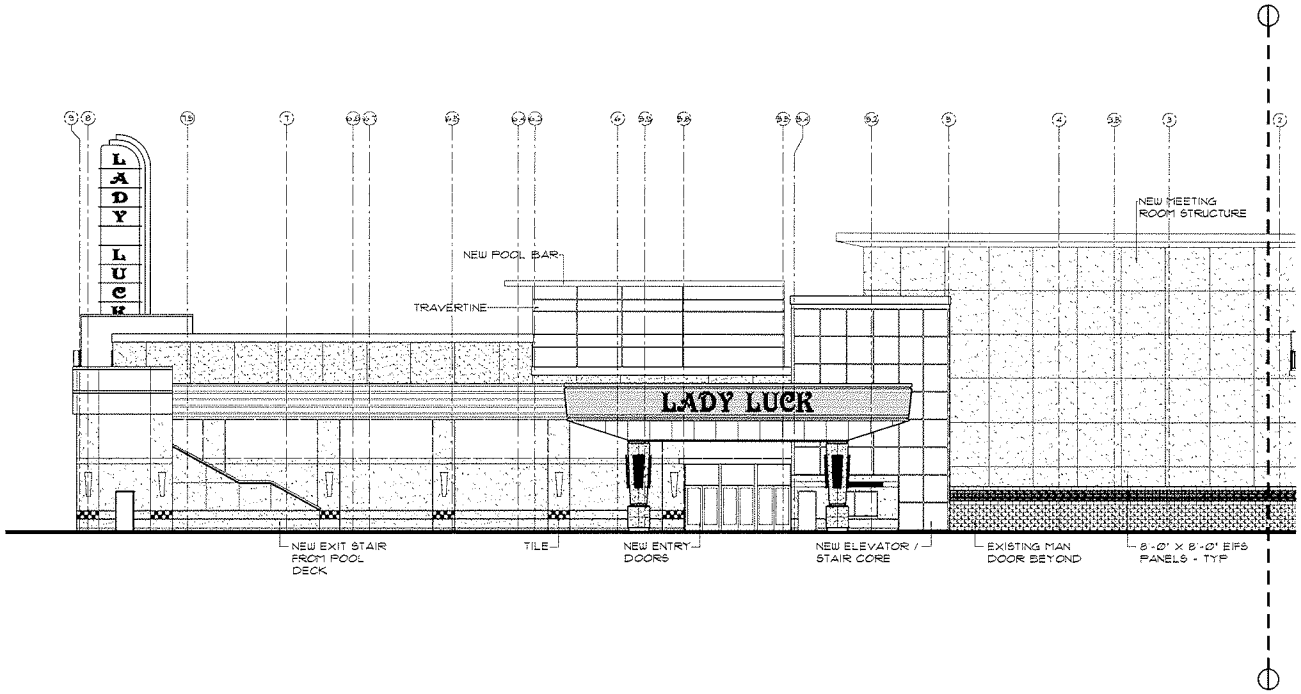
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checked by: RCG
project no.: 09-150
revisions:

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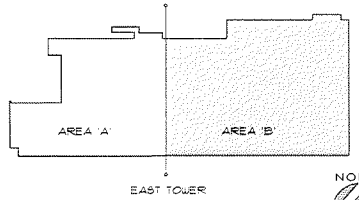
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1 / A6.13.2 EAST TOWER EAST ELEVATION - AREA 'B'

SCALE: 3/32"=1'-0"

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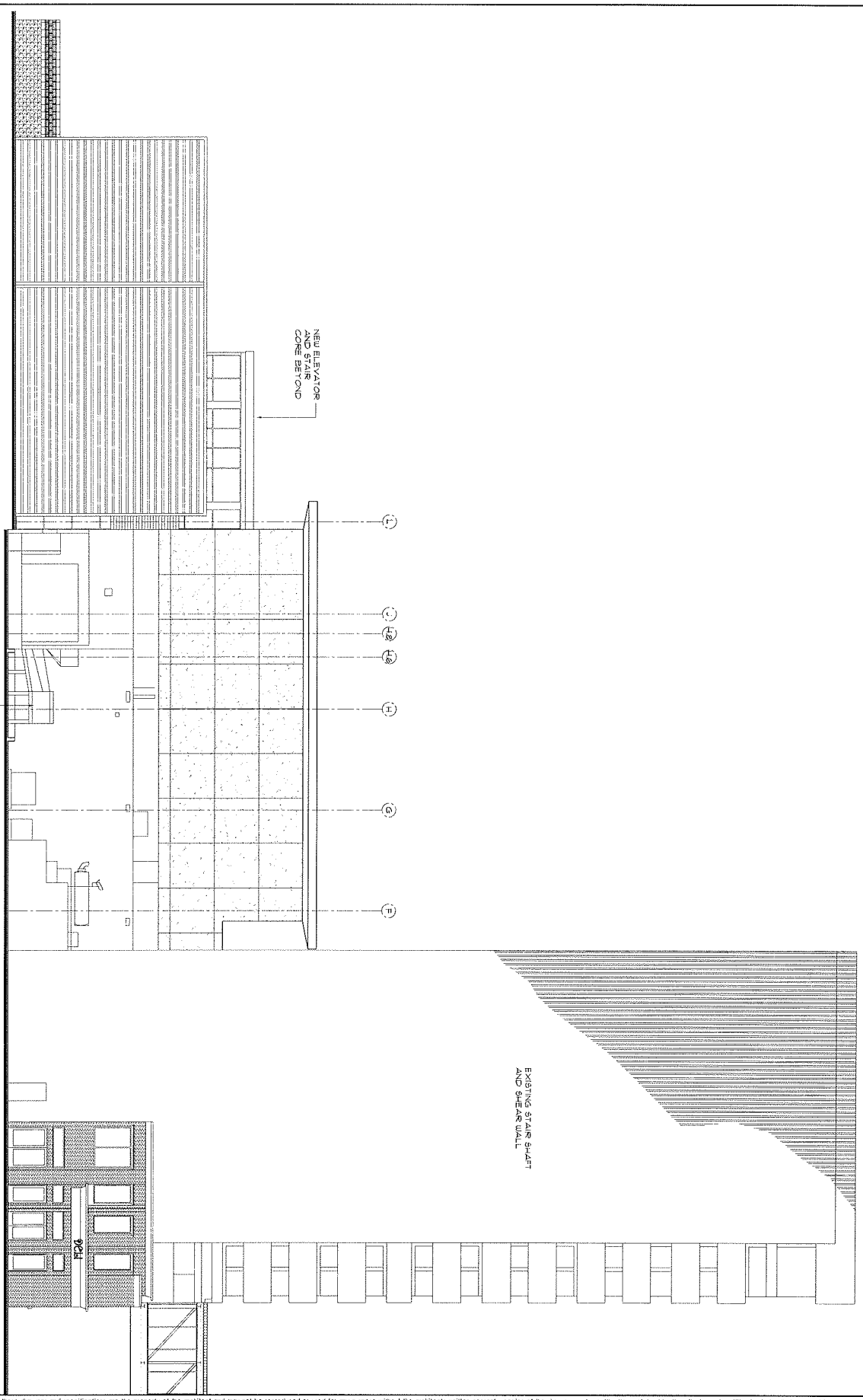
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EAST TOWER NORTH ELEVATION

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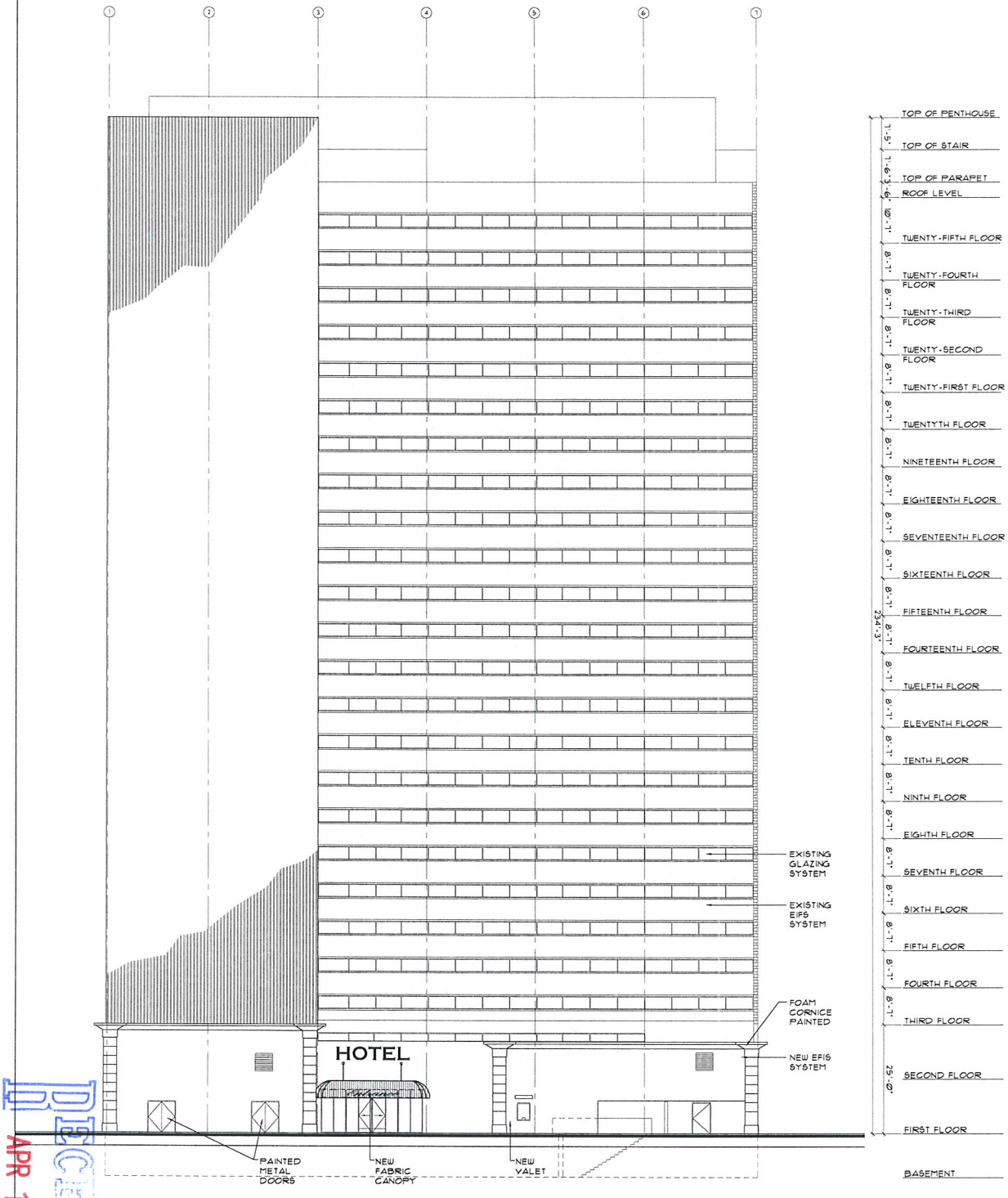
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1 A6.02 WEST ELEVATION

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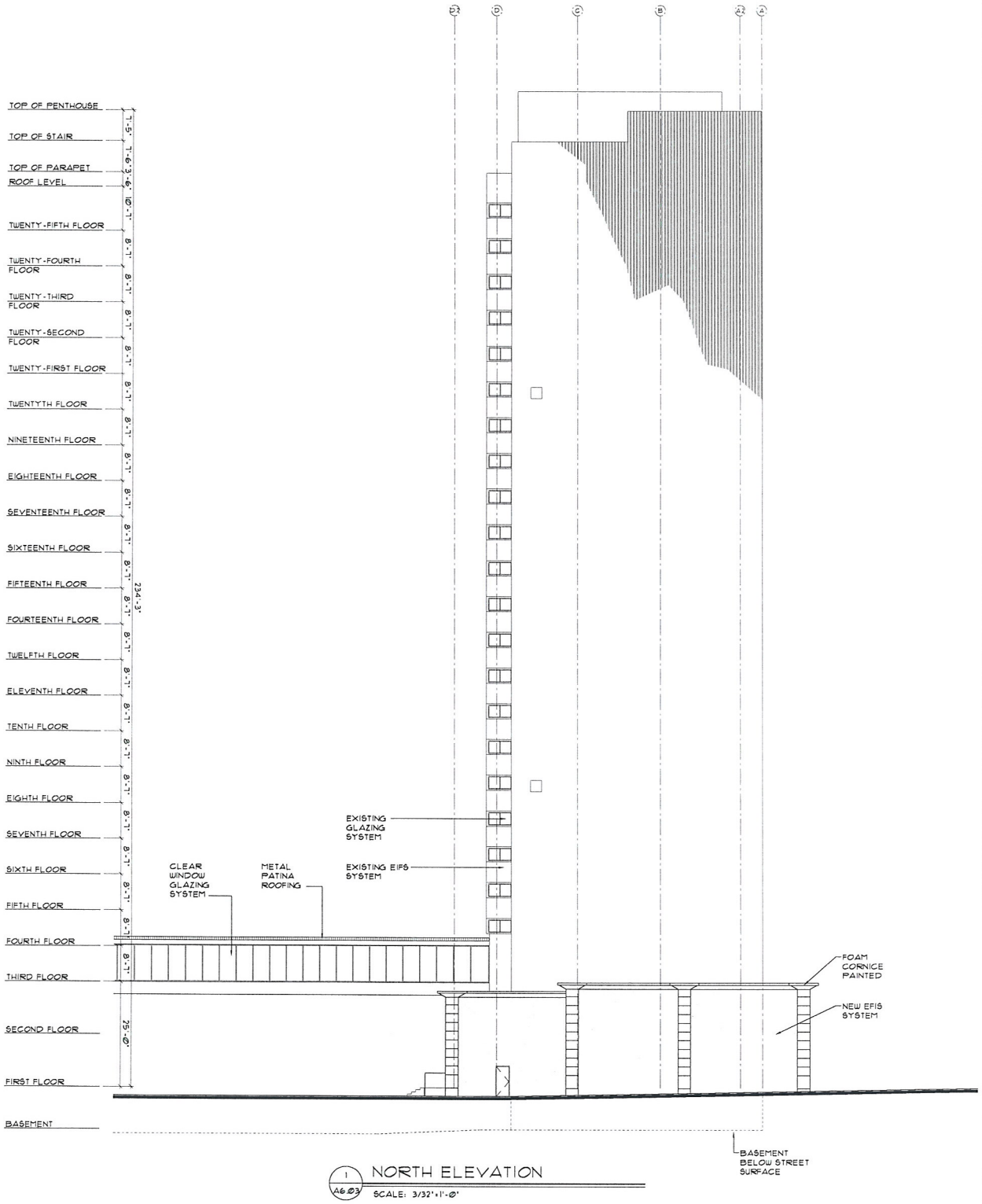
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1 / A6.03 NORTH ELEVATION

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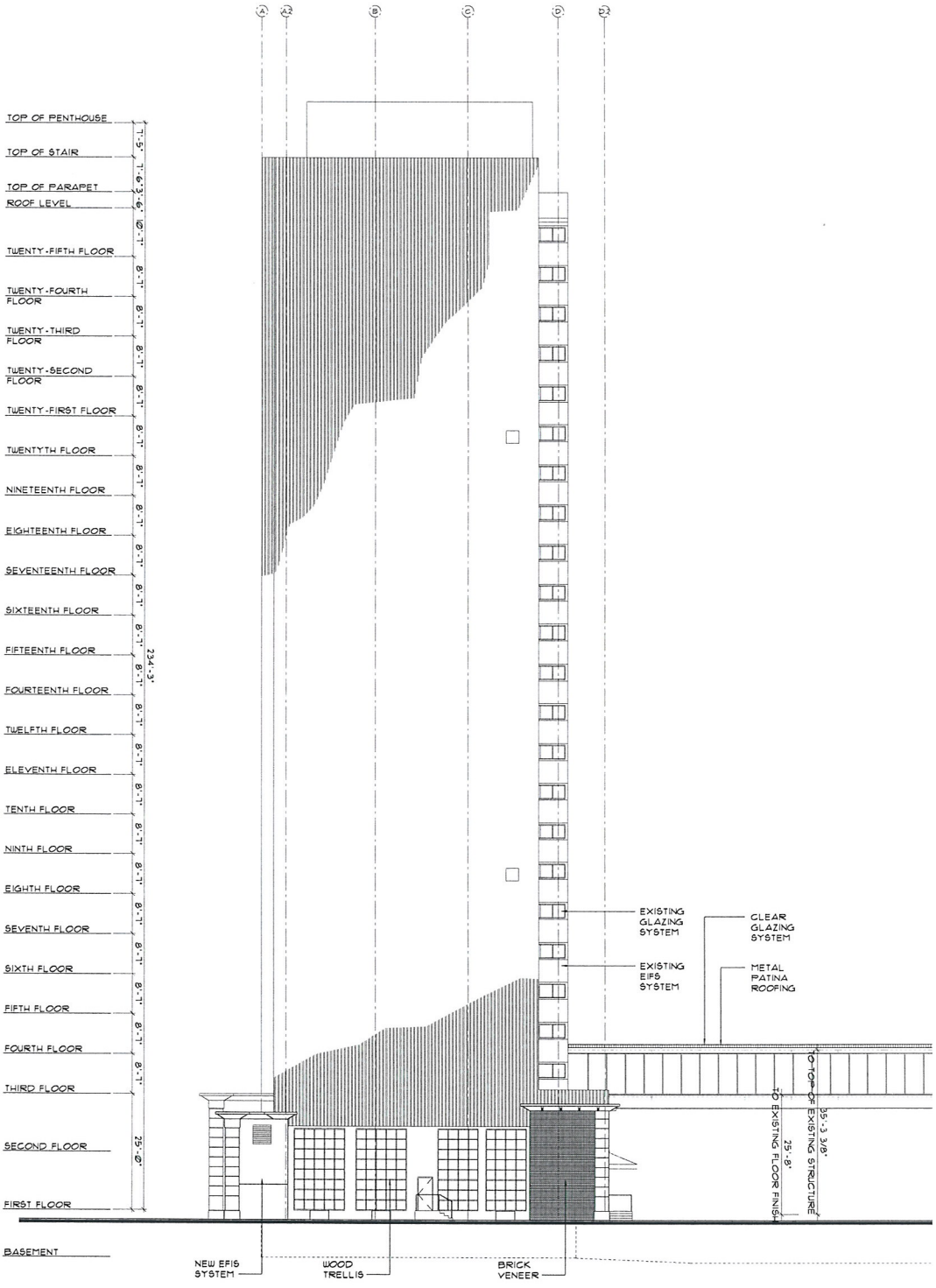
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1 A6.04 SOUTH ELEVATION

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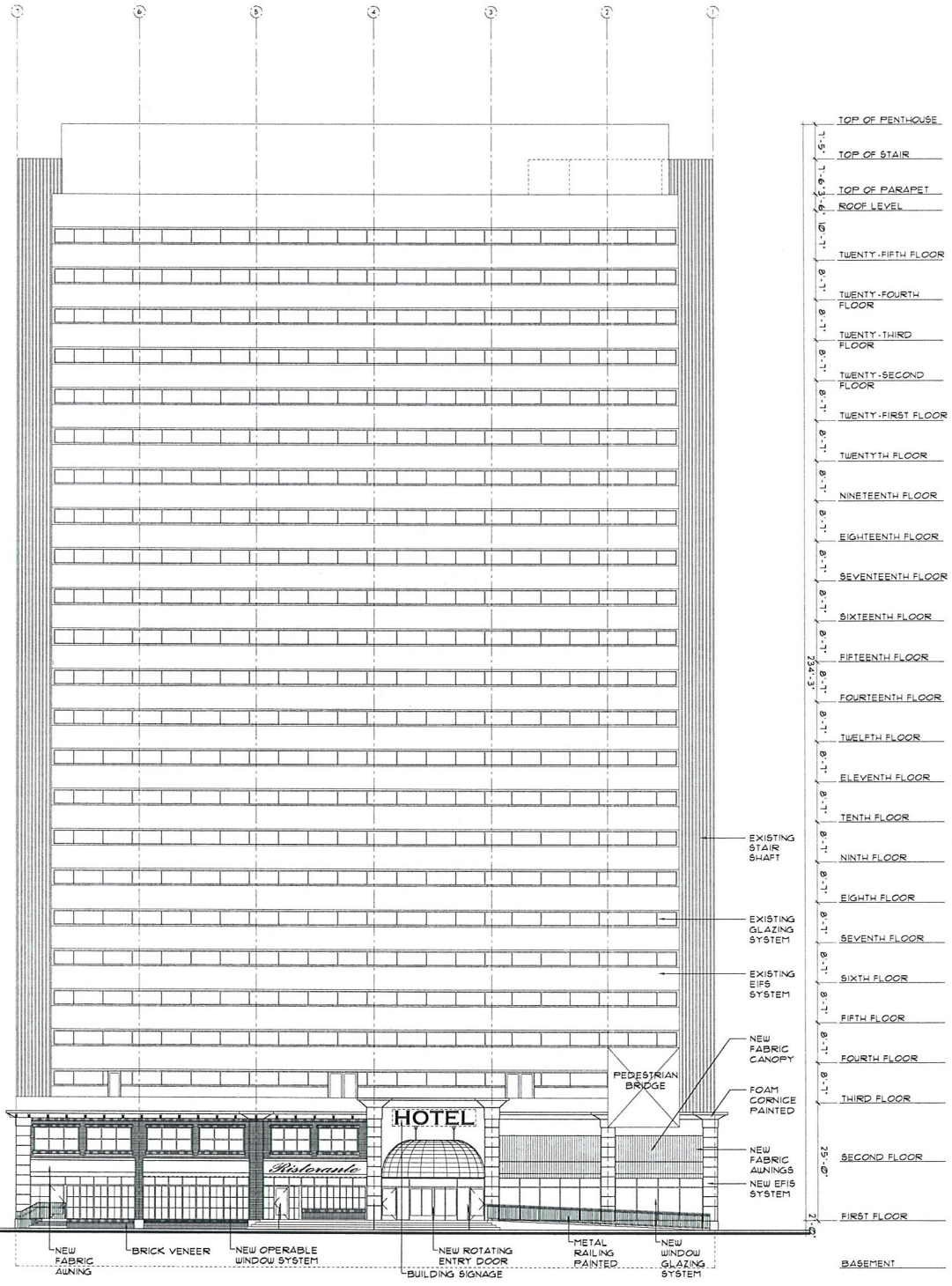
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1 A6.01 EAST ELEVATION

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sheet no. A6.01 of sheets

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checked by: RDG
project no.
revisions
issue dates

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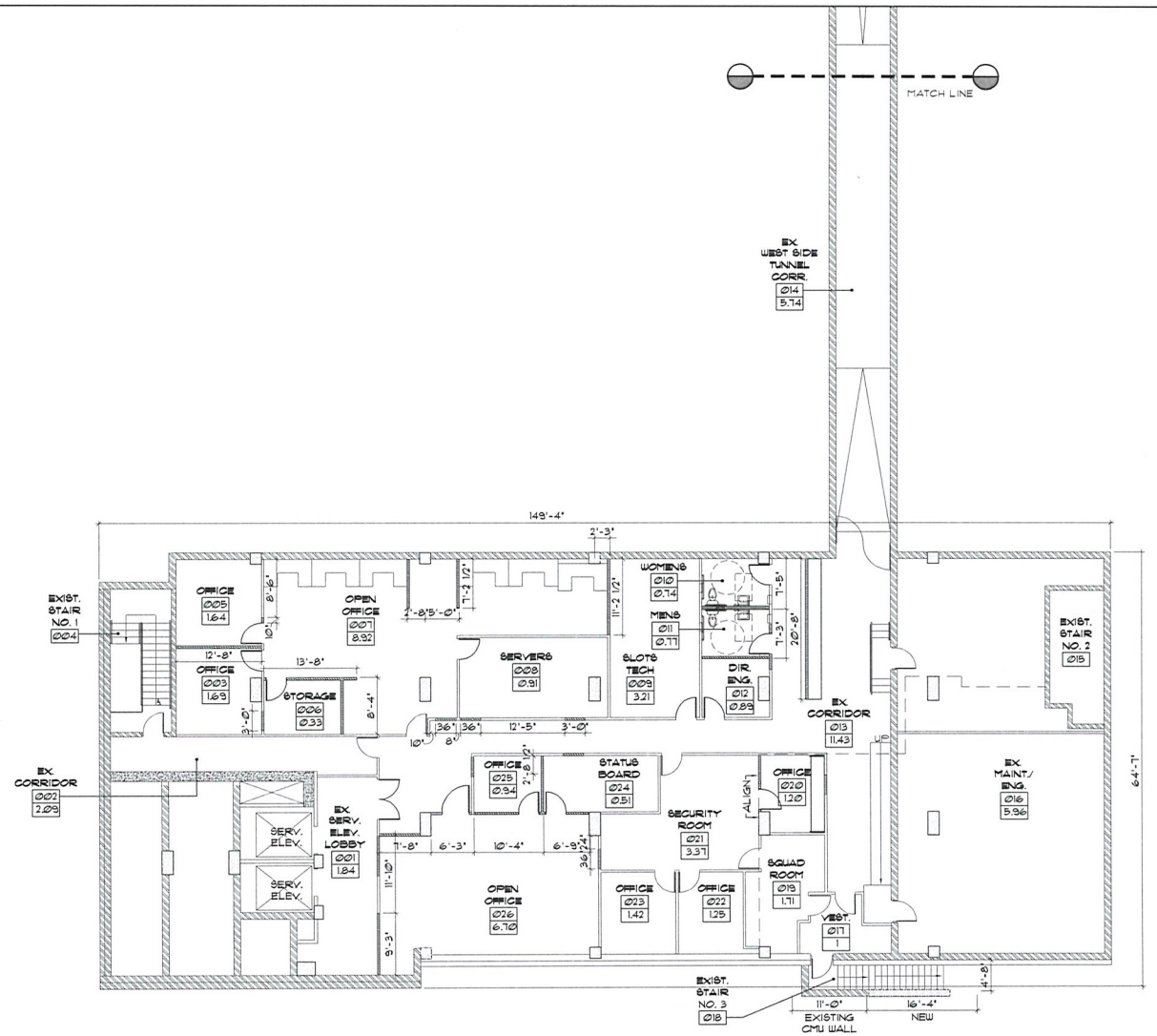
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project title: Lady Luck RENOVATION / EXPANSION
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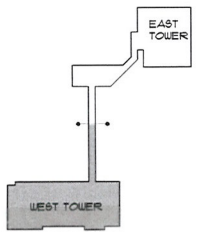
A1.00 WEST TOWER BASEMENT FLOOR PLAN

SCALE: 1/8"=1'-0"

NORTH

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KEY PLAN



SCALE: N.T.S.

NORTH

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4-9-2010

sheet title:
WEST TOWER
BASEMENT FLOOR PLAN
LAND USE SUBMITTAL

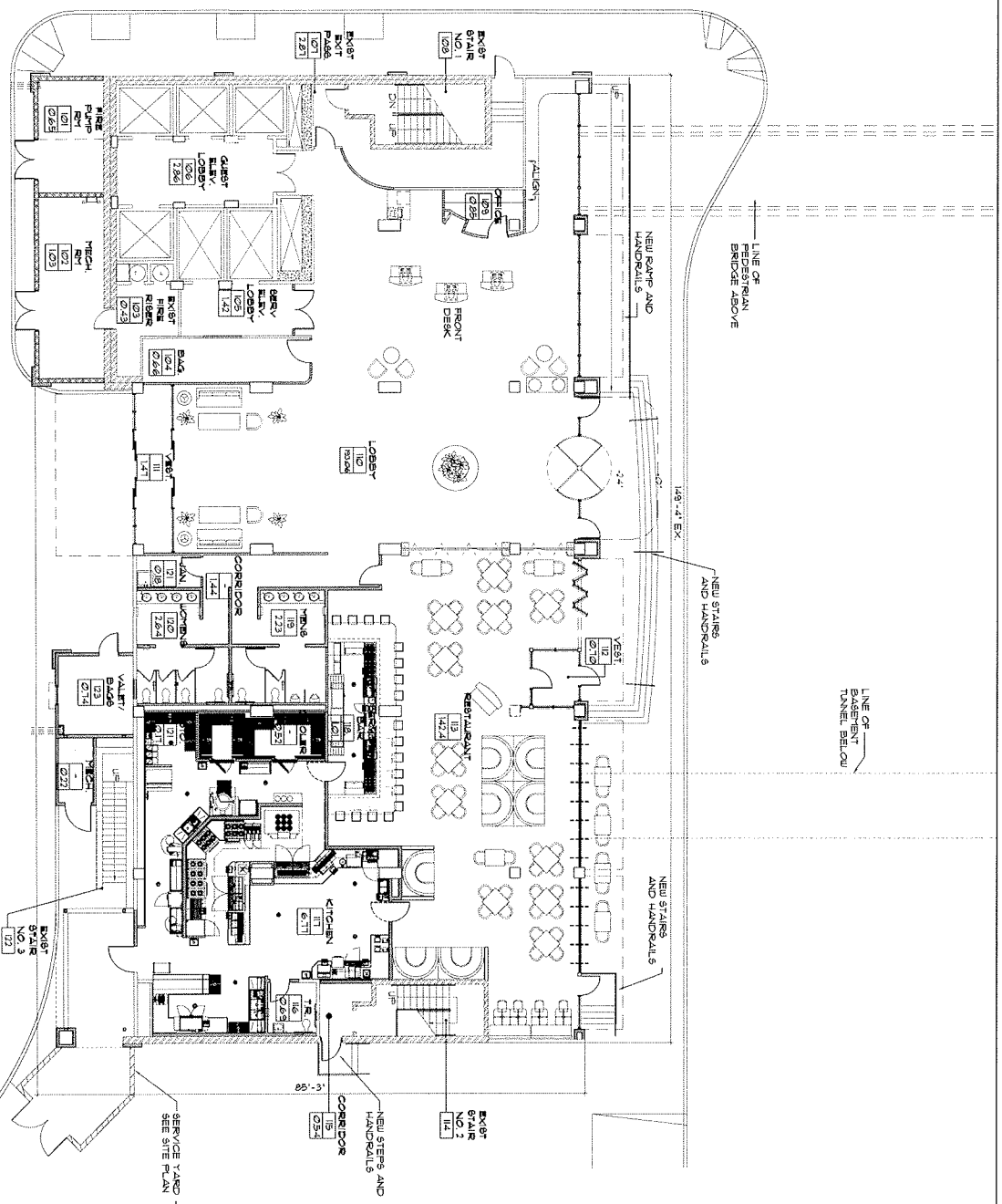
issue dates:

drawn by: KGG/MB/PT/AK
checked by: RCG
project no.: 09-116
revisions:

sheet no.
A1.00
of sheets

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A1.01 WEST TOWER 1ST FLOOR PLAN
SCALE: 1/8"=1'-0"

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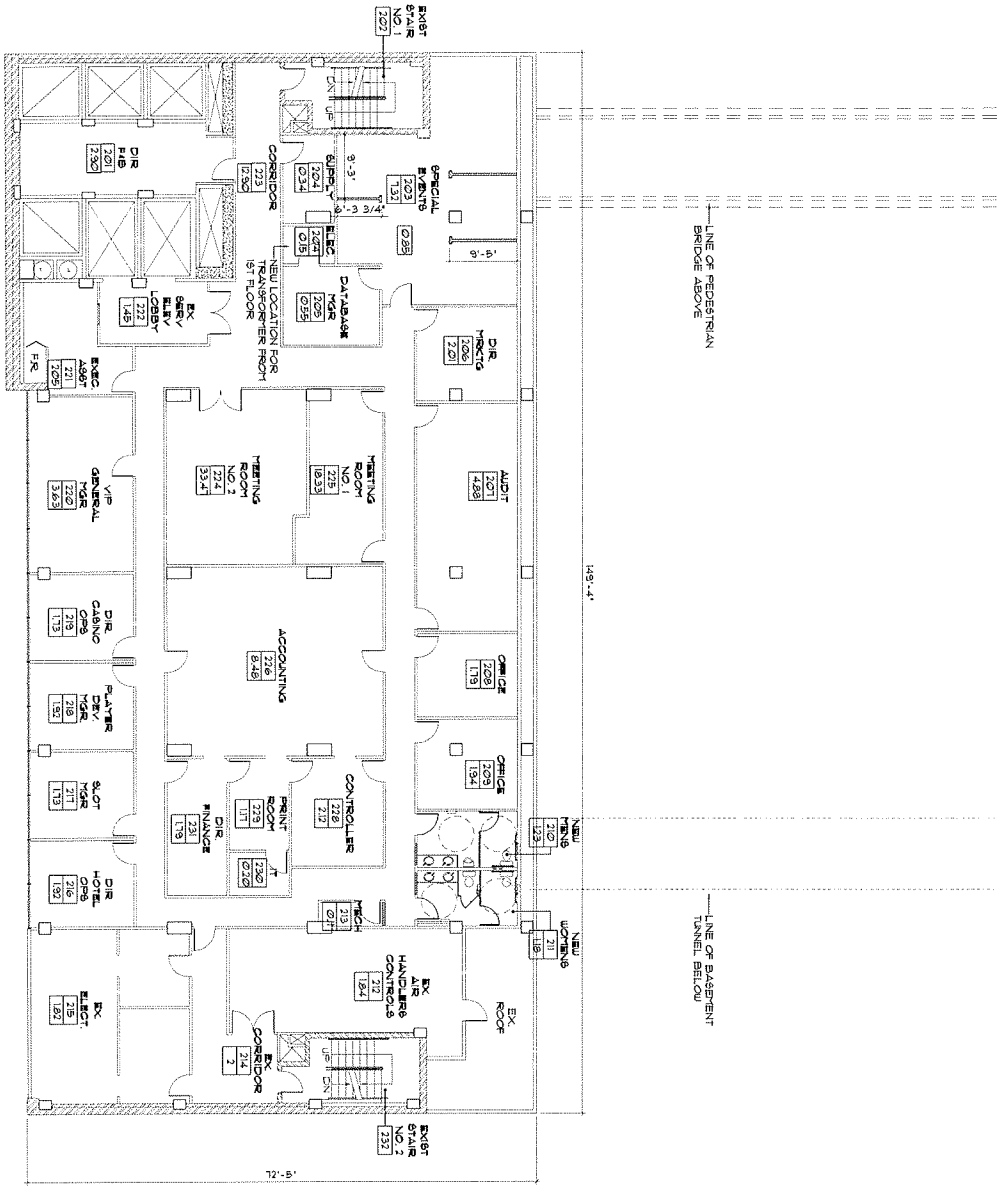
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checked by: RGG
project no.: 09-150
revisions:
issue date:

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A1.02 WEST TOWER 2ND FLOOR PLAN

SCALE: 1/8"=1'-0"

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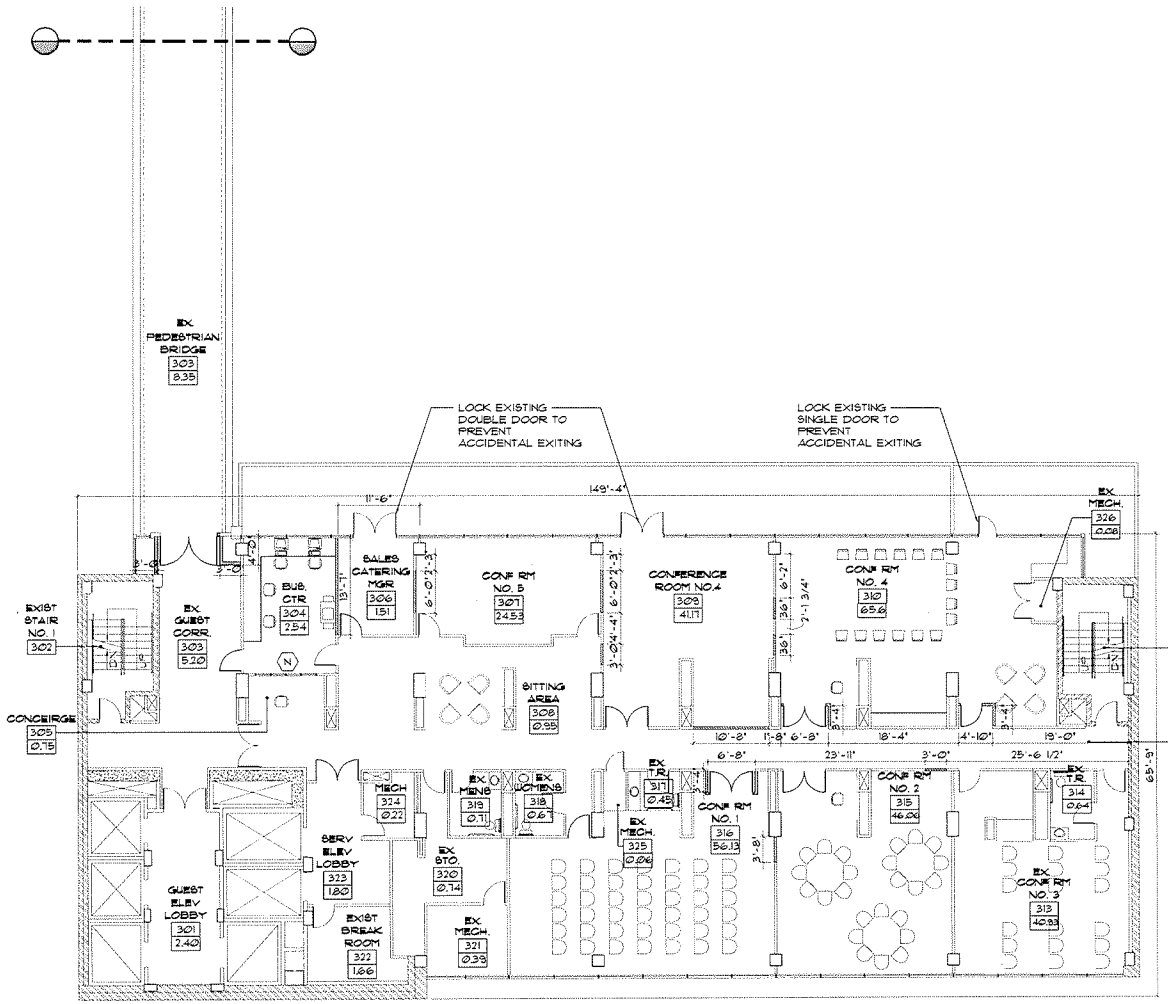
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revisions:

drawn by: CC/JB/MT/JK

checked by: RCC

issue dates:

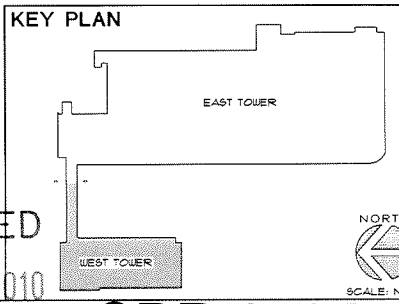


A1.03 WEST TOWER 3RD FLOOR PLAN

SCALE: 1/8"=1'-0"

NORTH

KEY PLAN



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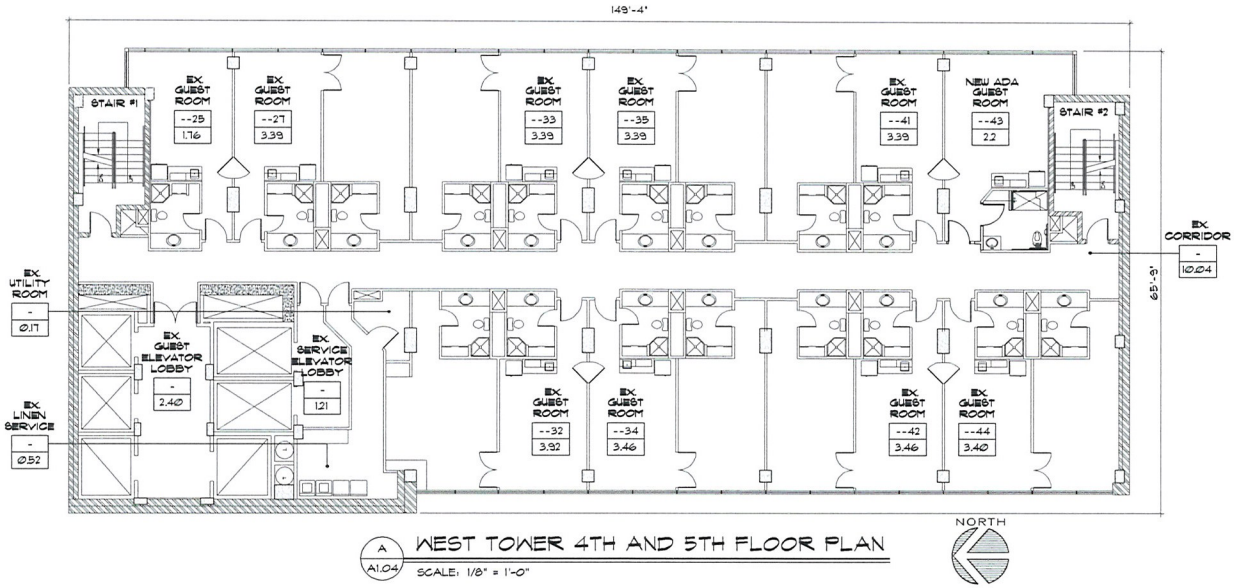
sheet title:
WEST TOWER
3RD FLOOR PLAN
LAND USE SUBMITTAL

issue dates:

drawn by: RDG/MB/PT/AK
checked by: RDG
project no.: 09-150
revisions:

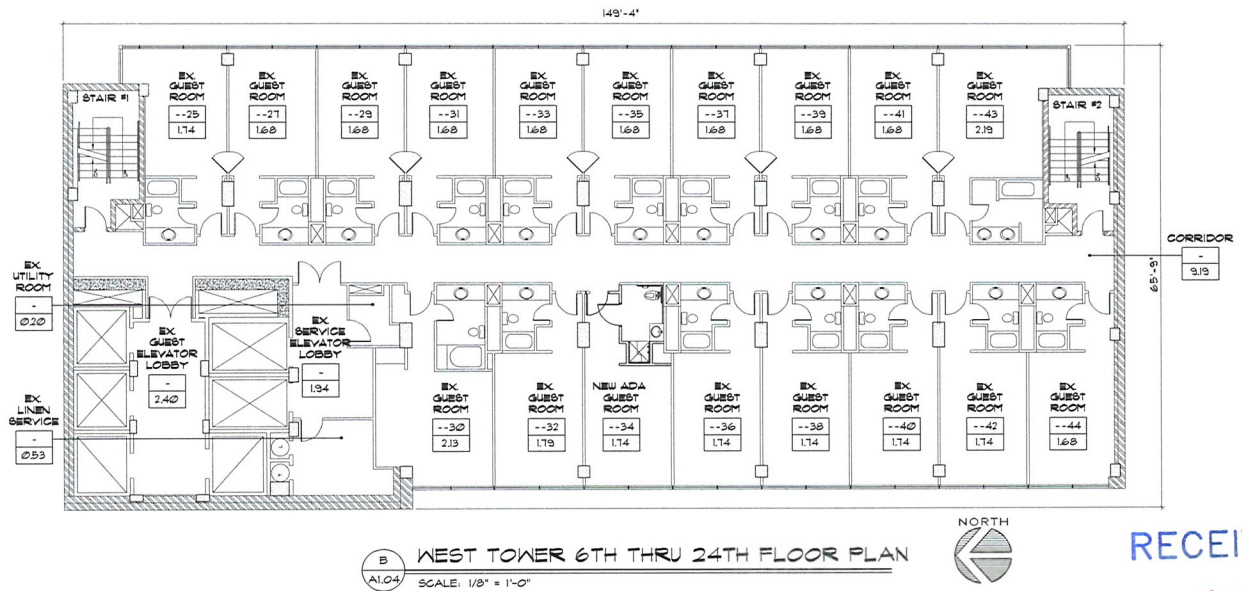
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A1.04 WEST TOWER 4TH AND 5TH FLOOR PLAN

SCALE: 1/8" = 1'-0"



B A1.04 WEST TOWER 6TH THRU 24TH FLOOR PLAN

SCALE: 1/8" = 1'-0"

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WEST TOWER- 4TH, 5TH AND 6TH THRU 24TH FLOOR PLANS
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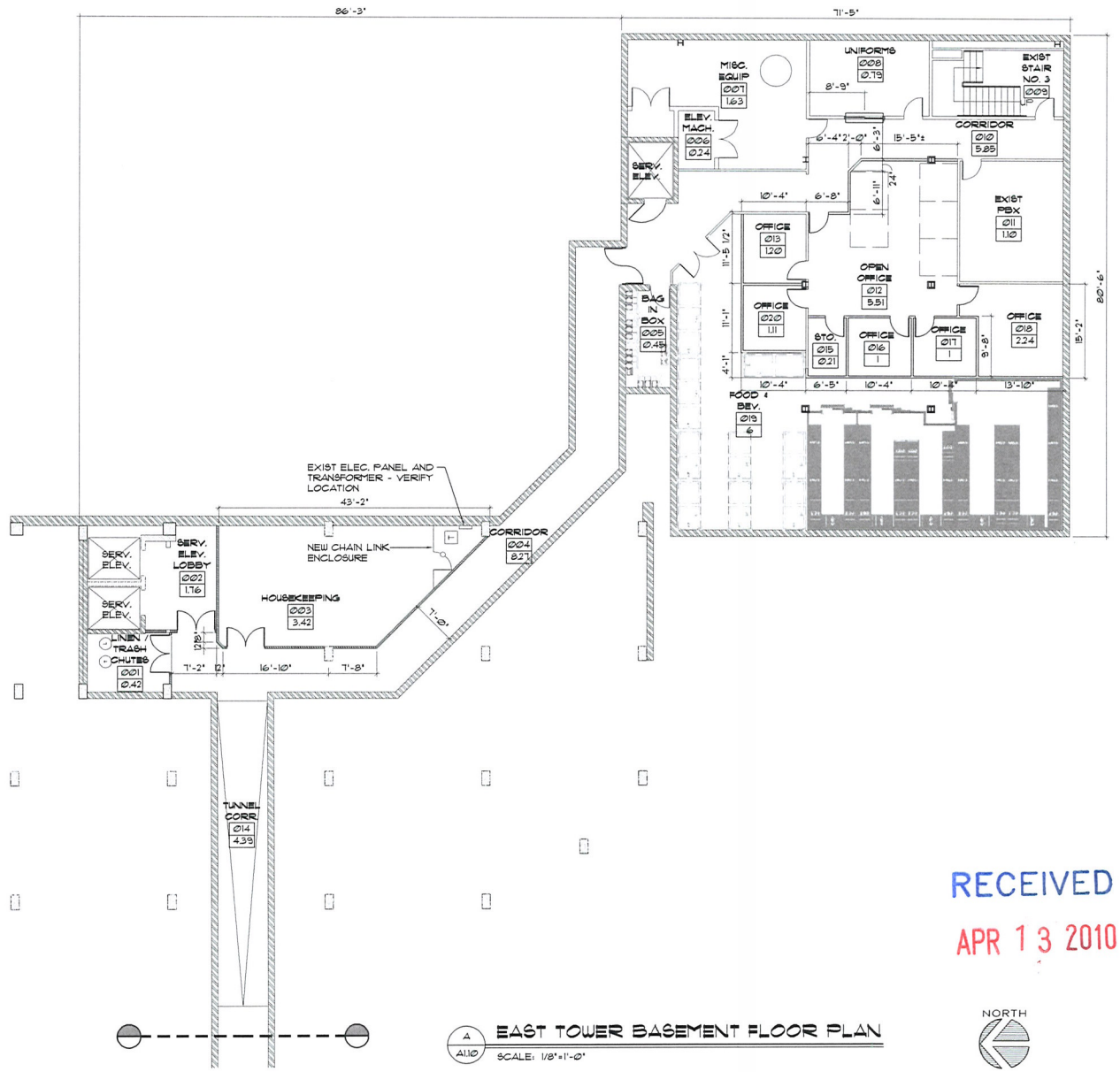
sheet title
WEST TOWER
25TH FLOOR PLAN
LAND USE SUBMITTAL

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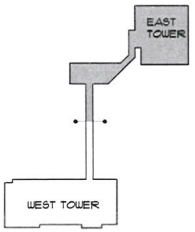


A1.10 EAST TOWER BASEMENT FLOOR PLAN

SCALE: 1/8"=1'-0"

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KEY PLAN



SCALE: N.T.S.

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sheet title •
EAST TOWER
BASEMENT FLOOR PLAN
LAND USE SUBMITTAL

issue dates •

drawn by •
KGG/MB/MT/AK

checked by •
RCG

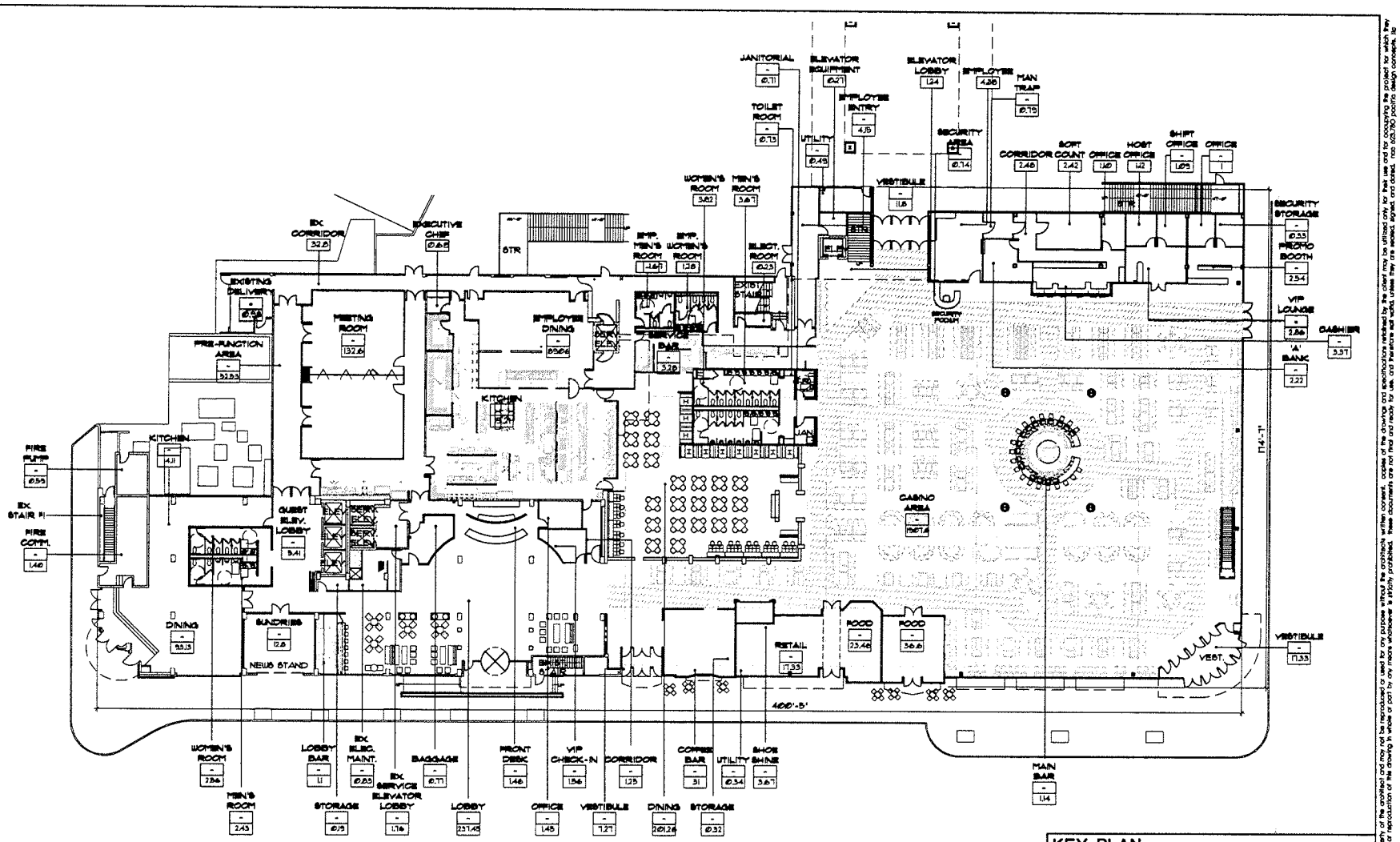
project no. •
09-150

revisions •

sheet no.
A1.10

of sheets

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EAST TOWER OVERALL 1ST FLOOR PLAN

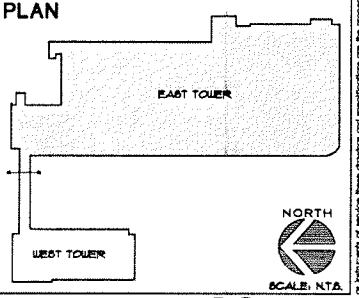
SCALE: 1/16"=1'-0"

NORTH

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KEY PLAN



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sheet title:
EAST TOWER
OVERALL 1ST FLOOR PLAN
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issue dates:

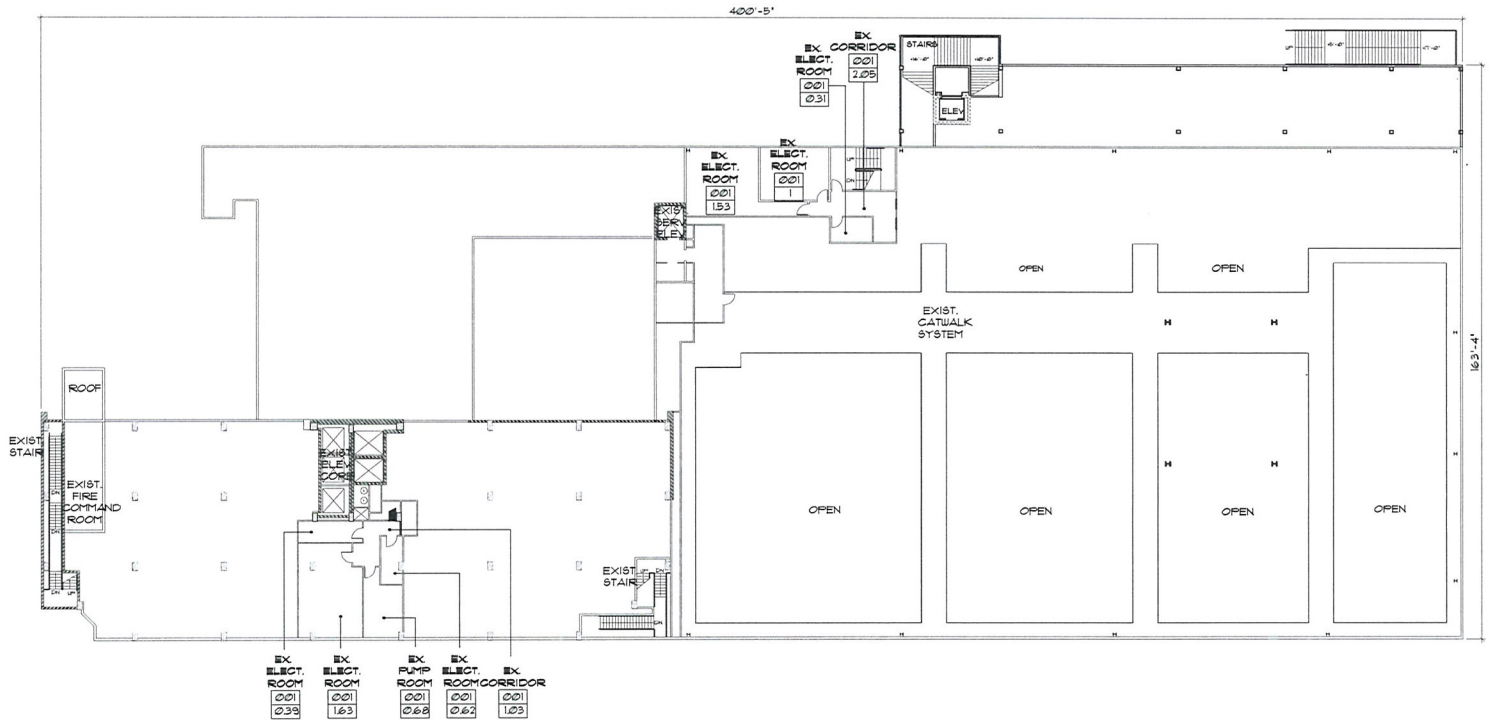
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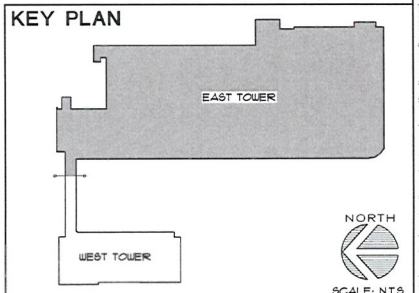
A1.12 EAST TOWER OVERALL 2ND FLOOR PLAN

SCALE: 1/16"=1'-0"

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KEY PLAN



SCALE: N.T.S.

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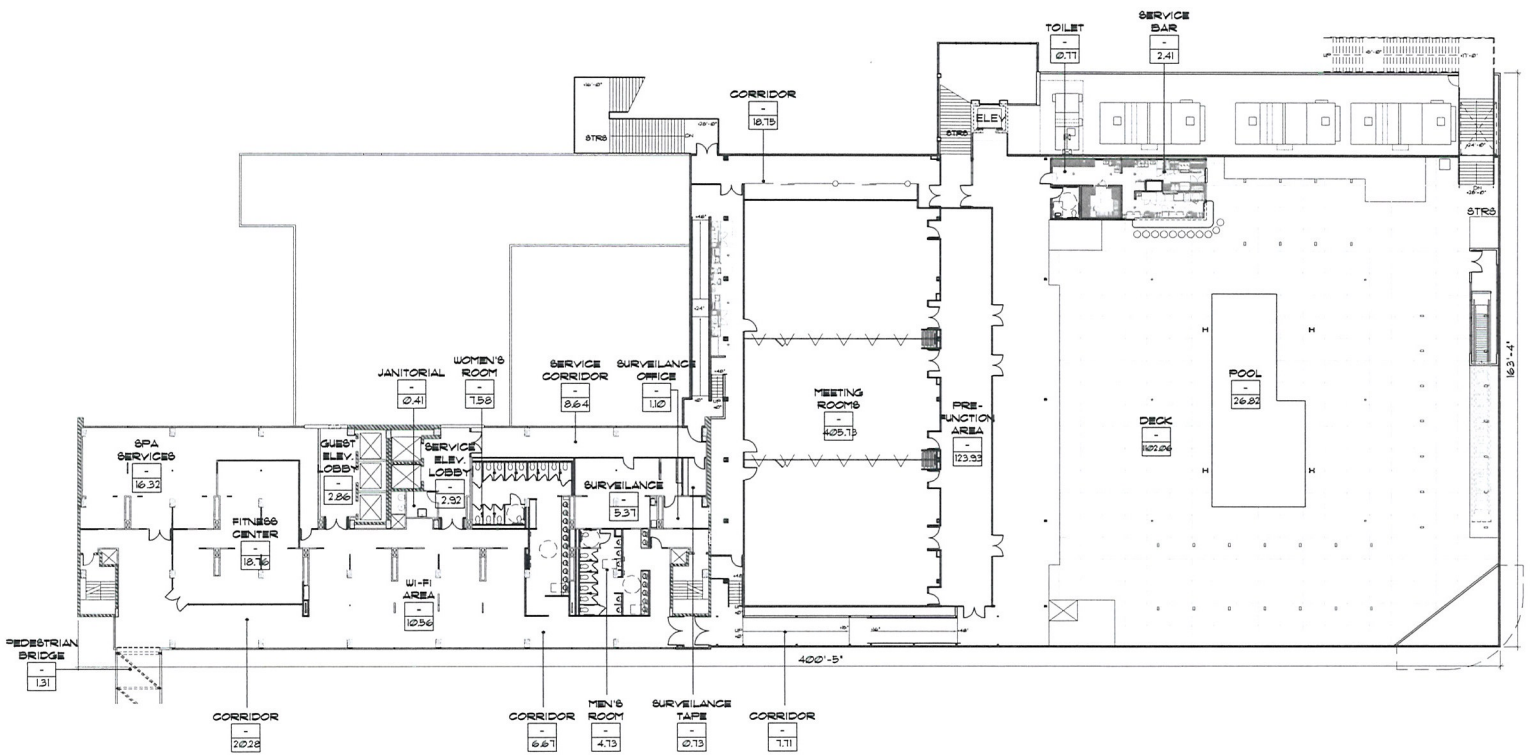
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OVERALL 2ND FLOOR PLAN
LAND USE SUBMITTAL

issue dates:

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checked by: RCG
project no.: 09-150
revisions:

sheet no. A1.12
of sheets

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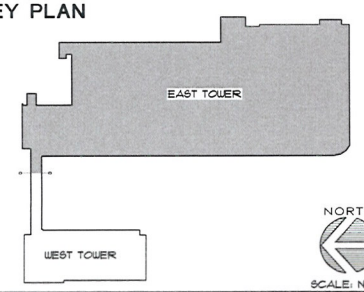


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NORTH

A1.13 EAST TOWER OVERALL 3RD FLOOR PLAN
SCALE: 1/16"=1'-0"

KEY PLAN



NORTH
SCALE: N.T.S.

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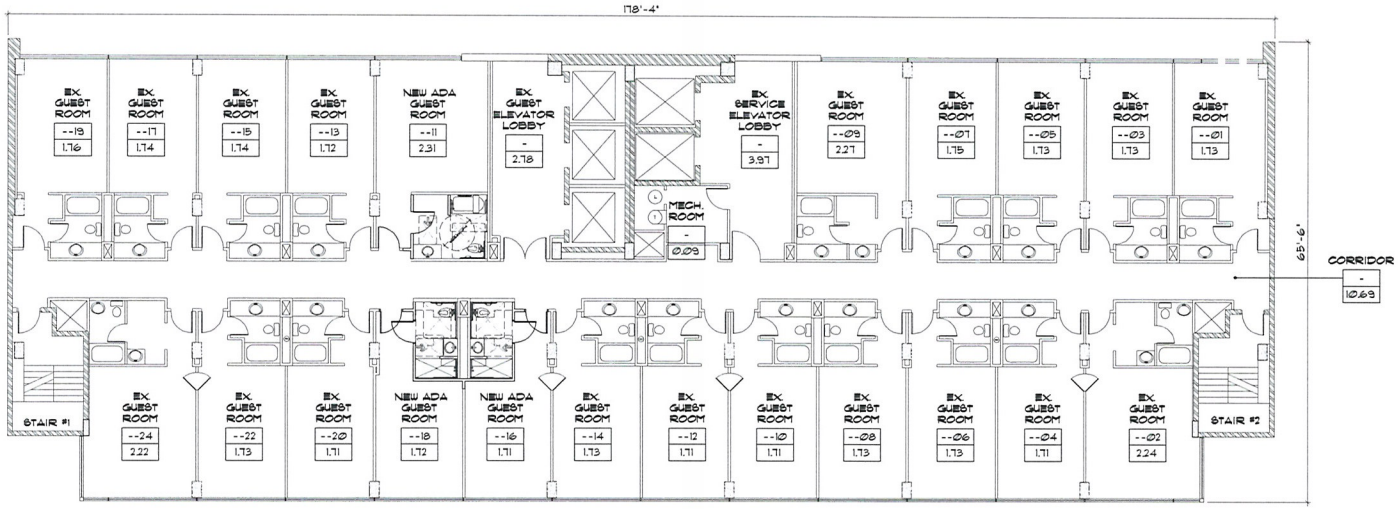
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sheet title:
EAST TOWER
OVERALL 3RD FLOOR PLAN
LAND USE SUBMITTAL

issue dates:

drawn by: KG/JMB/MPT/AK
checked by: RCG
project no.: 09-150
revisions:

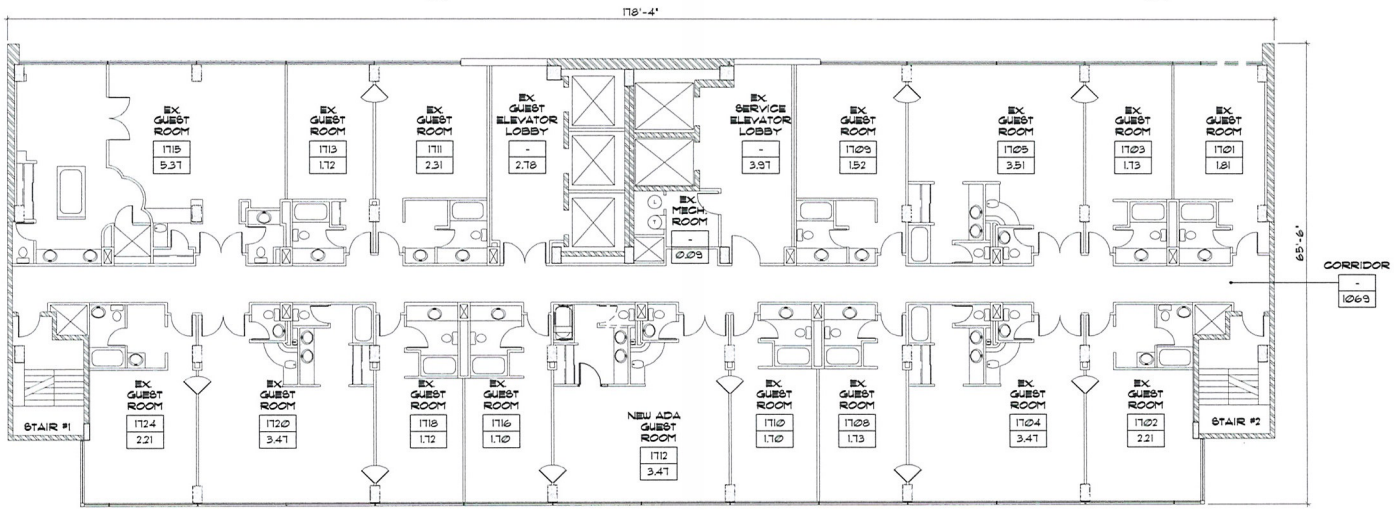
sheet no.
A1.13
of sheets



A A1.14 EAST TOWER 4TH THRU 16TH AND 17TH FLOOR PLAN

SCALE: 1/8" = 1'-0"

NORTH



B A1.14 EAST TOWER 17TH FLOOR PLAN

SCALE: 1/8" = 1'-0"

NORTH

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project title •
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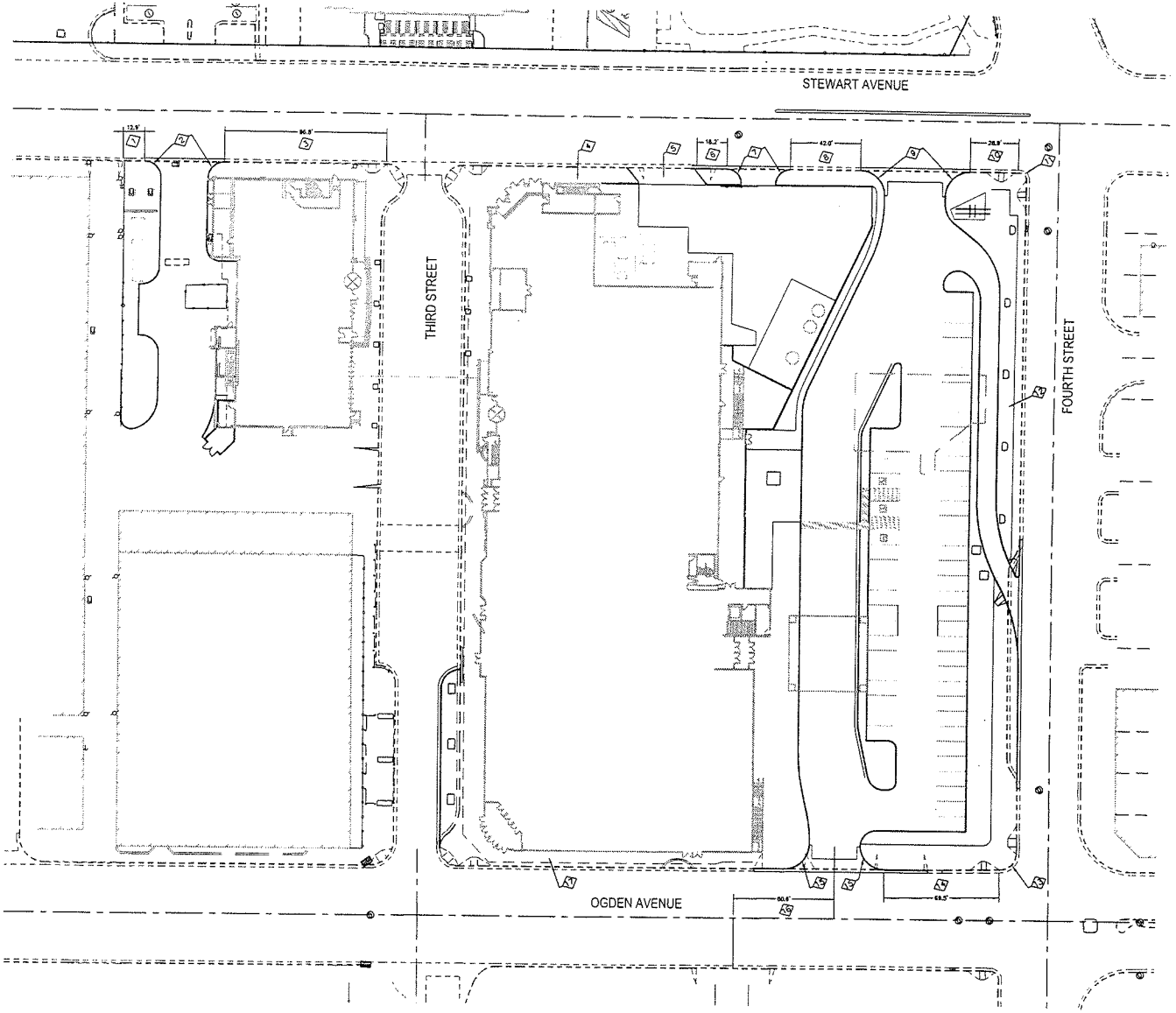
sheet title •
EAST TOWER-4TH THRU 16TH AND 17TH FLOOR PLANS
LAND USE SUBMITTAL

issue dates •

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KGS/MB/MT/AK
checked by •
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project no. •
09-152
revisions •

sheet no.
A1.14
of sheets

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SCALE: 1"=40'

40 20 0 40

WAIVER NOTES:

1. WAIVER FOR MINIMUM DISTANCE FROM ALLEY TO DRIVEWAY. CURRENTLY PROPOSED 12.9'.
2. WAIVER FOR MINIMUM CURB RETURN RADIUS AT DRIVEWAY. CCAUSD §222A REQUIRES 15' MIN.-EGRESS AND 25' MIN.-INGRESS. CURRENTLY PROPOSED 8.5' FOR BOTH EGRESS AND INGRESS.
3. WAIVER FOR MINIMUM DISTANCE FROM DRIVEWAY TO STREET INTERSECTION. CCAUSD §222A REQUIRES 150' MINIMUM. CURRENTLY PROPOSED 86.8'.
4. WAIVER FOR SIDEWALK WIDTH. LAS VEGAS DOWNTOWN CENTENNIAL PLAN REQUIRES 10' WIDE SIDEWALK WITH 5' WIDE LANDSCAPE/AMENITY AREA ADJACENT TO ROW. CURRENTLY EXISTING 9.4' TOTAL WIDTH.
5. WAIVER FOR CURB RETURN DRIVEWAY PER CCAUSD §222A. CURRENTLY PROPOSED 42' ANGULAR CUT DRIVEWAY FOR LOADING AREA.
6. WAIVER FOR MINIMUM DISTANCE FROM DRIVEWAY TO DRIVEWAY. CURRENTLY PROPOSED 18.2'.
7. WAIVER FOR MINIMUM CURB RETURN RADIUS AT DRIVEWAY. CCAUSD §222A REQUIRES 15' MIN.-EGRESS AND 25' MIN.-INGRESS. CURRENTLY PROPOSED 8.5' FOR BOTH EGRESS AND INGRESS FOR LOADING AREA.
8. WAIVER FOR MINIMUM DISTANCE FROM DRIVEWAY TO DRIVEWAY. CURRENTLY PROPOSED 42'.
9. WAIVER FOR MINIMUM CURB RETURN RADIUS AT DRIVEWAY. CCAUSD §222A REQUIRES 15' MIN.-EGRESS AND 25' MIN.-INGRESS. CURRENTLY PROPOSED 14.5' FOR BOTH EGRESS AND INGRESS.
10. WAIVER FOR MINIMUM DISTANCE FROM DRIVEWAY TO STREET INTERSECTION. CCAUSD §222A REQUIRES 150' MINIMUM. CURRENTLY PROPOSED 28.8'.
11. WAIVER FOR STREET INTERSECTION CURB RETURN PER THE LAS VEGAS DOWNTOWN CENTENNIAL PLAN.
12. WAIVER FOR SIDEWALK WIDTH. LAS VEGAS DOWNTOWN CENTENNIAL PLAN REQUIRES 10' WIDE SIDEWALK WITH 5' WIDE LANDSCAPE/AMENITY AREA ADJACENT TO ROW. CURRENTLY PROPOSED 14' TOTAL WIDTH.
13. WAIVER FOR STREET INTERSECTION CURB RETURN PER THE LAS VEGAS DOWNTOWN CENTENNIAL PLAN.
14. WAIVER FOR MINIMUM DISTANCE FROM DRIVEWAY TO STREET INTERSECTION. CCAUSD §222A REQUIRES 150' MINIMUM. CURRENTLY PROPOSED 60.6'.
15. WAIVER FOR MINIMUM CURB RETURN RADIUS AT DRIVEWAY. CCAUSD §222A REQUIRES 15' MIN.-EGRESS AND 25' MIN.-INGRESS. CURRENTLY PROPOSED 14.5' FOR BOTH EGRESS AND INGRESS.
16. WAIVER FOR 150' MINIMUM DISTANCE FROM CENTERLINE OF OPPOSING DRIVEWAYS. CURRENTLY PROPOSED 60.6'.
17. WAIVER FOR SIDEWALK WIDTH. LAS VEGAS DOWNTOWN CENTENNIAL PLAN REQUIRES 10' WIDE SIDEWALK WITH 5' WIDE LANDSCAPE/AMENITY AREA ADJACENT TO ROW. CURRENTLY EXISTING 8.2' TOTAL WIDTH.

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APR 13 2010

Cardno WRG
LAS VEGAS
1555 E. JEFFREYS ST. HENDERSON, NV 89052
PH: (702) 990-2000 FAX: (702) 990-2065
www.cardnowrg.com
PLANNERS - ENGINEERS - LANDSCAPE ARCHITECTS - SURVEYORS

WAIVER EXHIBIT

LADY LUCK RENOVATION

CIM / RESORT GAMING

CITY OF LAS VEGAS

NO.	DATE	DESCRIPTION	BY
1			

DATE	03-23-2010
DRAWN	RAS
DESIGNED	RAS
CHECKED	DML
PROJECT #	210034500

SHEET TITLE: WAIVER EX.

SHEET NUMBER: EX-2

LAND USE #: —

SDR-37946

EFIS

Window Glazing

Canopy

Brick Veneer

Stone Veneer

Limestone

Window Glazing

Hardware

Metal Patina

Awning

Pavers

Tile

Tile

Glass Block

Metal Fascia

Awning

Travertine

Wood

Tile

Galvanized

Signage

Signage

Brick

Marble

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APR 13 2010

SDR-37946

Lady Luck Exterior Color & Materials

BRESLIN BUILDERS
DESIGN-BUILD GENERAL CONTRACTOR

pacificdesignconcepts PDC
architecture & planning

HFAI
HFA International



SDR-37946 - APPLICANT: RESORT GAMING GROUP, LLC - OWNER: 220 NORTH 4TH STREET LV, LLC, ET AL
220 NORTH 4TH STREET

04/22/10



SDR-37946 - APPLICANT: RESORT GAMING GROUP, LLC - OWNER: 220 NORTH 4TH STREET LV, LLC, ET AL
220 NORTH 4TH STREET

04/22/10



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04/22/10



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04/22/10



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04/22/10



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04/22/10



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220 NORTH 4TH STREET

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04/22/10



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220 NORTH 4TH STREET

04/22/10



SDR-37946 - APPLICANT: RESORT GAMING GROUP, LLC - OWNER: 220 NORTH 4TH STREET LV, LLC, ET AL
220 NORTH 4TH STREET

04/22/10

RESORT
GAMING GROUP

April 13, 2010

Flynn Fagg
City of Las Vegas
Planning & Development
731 S. Fourth Street
Las Vegas, Nevada 89101

Re: **JUSTIFICATION LETTER**
SDR Application re APN's 139-34-510-019, 139-34-514-007 & 008 & 009, 139-34-501-009 &010

Dear Mr. Fagg:

Please accept this as our official justification letter for the SDR encompassing the expansion and remodel of the Lady Luck Hotel & Casino located at 3rd Street & Ogden. The Applications are FOR A SDR FOR A PROPOSED RENOVATION OF AN EXISTING NON-RESTRICTED GAMING FACILITY HOTEL/CASINO WITH A WAIVER OF THE DOWNTOWN CENTENNIAL PLAN STREETSCAPE REQUIREMENTS; WAIVER OF THE PARKING SCREENING STANDARD; AND A WAIVER OF THE BUILD-TO-REQUIREMENT ALONG OGDEN AVENUE AND ALONG 4TH STREET on 3.12 acres at 206 North 3rd Street and 220 North 4th Street zoned C-2 (General Commercial).

The proposed renovation will further enhance the revitalization of Downtown by making it a destination that attracts tourists and locals as well as assist in the success of the Mob Museum. This expansion will not change the history and culture that has been well established in Downtown, but will rather create more energy and help enhance the attractiveness of the Downtown Renaissance. We believe our waivers and the proposed expansion and renovation are 'in-line' with the vision of the Centennial Plan and will further help change the face of downtown and spark the Renaissance that is currently stalled. Our renovation will be a crucial part of Downtown Las Vegas and will further enhance the beautification and revitalization of Downtown.

The following is a summary of the highlights of the renovation we will undertake:

1. Adding approximately 8,533 SF of meeting space and 17,250 SF of pool/deck space on the roof of the existing casino on the corner of Ogden and 3rd St.

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206 N. 3RD STREET • LAS VEGAS, NV 89101
702.579.4890 (PH) • 702.312.3239 (FAX)
resortgaminggroup.com

2. We have demolished the 112 rooms that existed along 4th St which resulted in a reduction of approximately 41,000 SF and we will be removing 50 rooms in the 2 towers from its original construction and replacing it with a spa, a fitness room, bathrooms, public corridors and office space.
3. Renovating the remaining 634 rooms, casino and new retail to a much higher standard than previously existed.
4. Adding a new central plant.
5. Redesigning the existing loading dock along Stewart Ave so that trucks will no longer be required to back in from Stewart and now have a built in turn around.
6. Stripping the existing bridge between the east and west towers down to its structural elements. This includes trimming the parapet and soffit to minimal dimensions and changing the glass to a clear system so that it can be see through.
7. Adding a controlled surface parking lot with 54 spaces along 4th St., a porte-cochere along 4th St, a drop off/valet zone behind the west tower, per city request – changing the direction of the alley between 3rd St. and Casino Center and a request that the parking meters along Ogden b/w 3rd St. be returned to a Commercial Loading Zone during the day. This is all done in an attempt to alleviate some of the anticipated downtown traffic burdens given the impact of our re-opening. From a parking perspective, we have added 54 parking spaces while reducing the existing room base by 162 rooms.

As part of this justification letter, we would like to formally request three waivers to the Downtown Centennial Plan ("DCP"). They are as follows:

1. Downtown Gateway District Streetscape Design Standards, Sections A, B & C.

   We are requesting a waiver to the East/West and North/South street tree requirements as well as the requirement for a 5 foot amenity zone portion of the sidewalk along the north side of Ogden Avenue, the east side of 4th St. and the south side of Stewart Ave. Our request is based on the fact that the pre-existing conditions on Ogden and Stewart do not allow for expansion of the sidewalks or tree requirements due to fact that existing conditions conflict with trees/tree pits/tree canopies. Along 4th St. we are seeking a waiver of the tree distance requirements due to the fact that the existing tree distances are more than 30 feet and are not the species identified in the DCP. Please note that the overall renovation, in its entirety, provides the pedestrian environment required and spirit of the DCP

   Additionally, there are other numerous minor civil waivers based on the new site plan that are identified and noted on the attached Civil Waiver Exhibit. Please note we have included a full size copy with our submittal.

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2. Downtown Gateway District Site Planning Standards, Sections A, E and G.

   We are requesting 2 minor encroachments along the south side of Stewart. A 10 inch encroachment on a small portion of the existing building between 3rd St and the alley to the west and a 6 inch encroachment on a small portion of the existing building between 4th St. and 3rd St. Our request will help the building frontage along Stewart Ave. conform to the architectural style/elements on 3rd St. Additionally, this will enhance the view for pedestrians who will be exiting and entering the Mob Museum.

   We are also requesting a waiver to the undergrounding of utilities/power lines based on the existing conditions that exist along Stewart Ave. and other property lines.

3. Downtown Gateway District Parking and Related Standards, Section D.

   We are requesting a waiver of the Parking Screening requirement along 4th St. due to its architectural non-conformity with our overall design as well as the fact that we will be installing landscaping along the buffer zone. Please note that the square footage of the landscape area of the surface parking lot along the street frontage at Ogden, 4th, and up to Stewart is 4,054 SF (Ogden along 4th to the turn in).

If you have any questions and/or concerns, please do not hesitate to contact me.

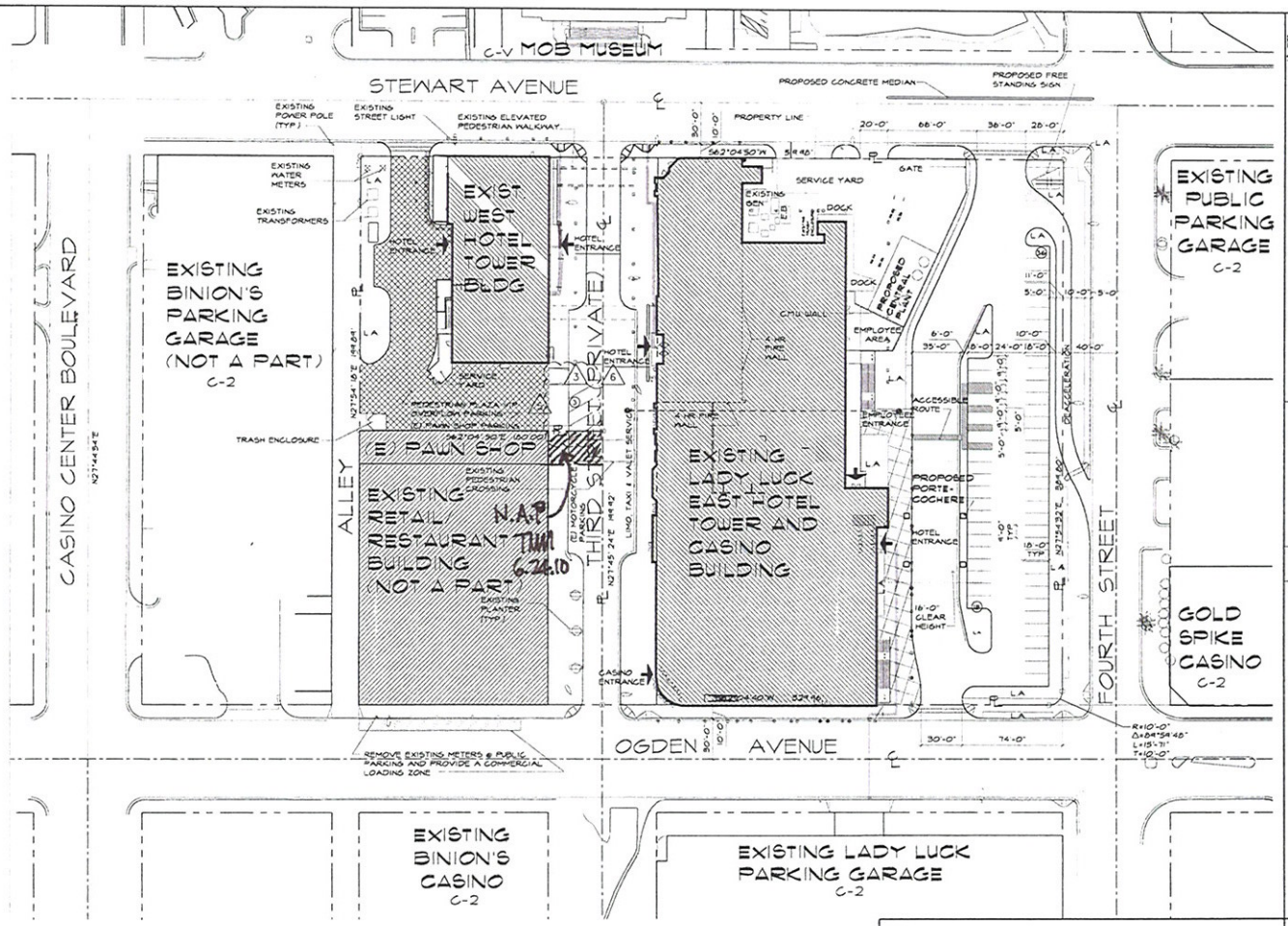
Sincerely,

Todd Kessler

Todd Kessler

SDR-37946
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NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL



CONCEPTUAL ARCHITECTURAL SITE PLAN

1" = 40'-0"

NORTH

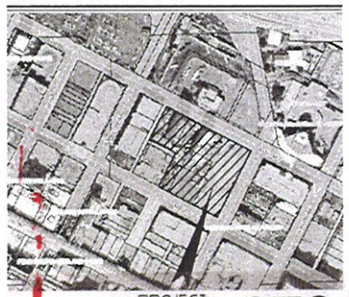
LEGEND

CONTINUOUS ACCESSIBLE ROUTE 5% MAX. RUNNING SLOPE 2% MAX CROSS SLOPE W/ 1/2" MAX. CHANGE IN ELEVATIONS

PROJECT DATA:

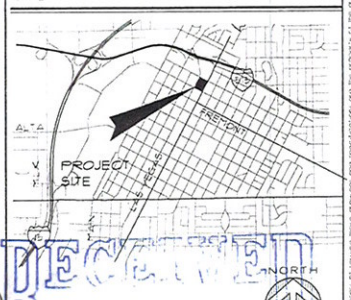
ASSESSORS PARCEL NUMBER(S):	139-34-514-005 139-34-514-006 139-34-514-007 139-34-510-019 139-34-501-005
ACTION REFERENCE NUMBER(S):	-
GOVERNING JURISDICTION:	CITY OF LAS VEGAS
DEVELOPMENT CODE:	TITLE 19
EXISTING LAND USE ZONE:	GENERAL COMMERCIAL DISTRICT (C-2)
ZONING OVERLAY DISTRICT(S):	N/A
LAND USE PLAN:	DOWNTOWN CENTENNIAL GATEWAY DISTRICT
SITE AREA:	3.94 ACRES/ 171,888 SQ. FT.
BUILDING AREA:	
EXISTING EAST TOWER AREA:	
BASEMENT	8,744 SQ. FT.
1ST FLOOR:	55,084 SQ. FT.
2ND FLOOR:	18,451 SQ. FT.
3RD FLOOR:	42,725 SQ. FT.
4TH THROUGH 17 TH FLOOR: (11,812 SQ. FT. X 13) =	143,936 SQ. FT.
EXISTING EAST TOWER TOTAL AREA:	268,868 SQ. FT.
EXISTING PEDESTRIAN BRIDGE AREA:	1,128 SQ. FT.
BUILDING AREA:	
EXISTING WEST TOWER AREA:	
BASEMENT	9,847 SQ. FT.
1ST FLOOR:	11,202 SQ. FT.
2ND FLOOR:	18,496 SQ. FT.
3RD FLOOR:	9,454 SQ. FT.
4TH THROUGH 25TH FLOOR: (9,454 SQ. FT. X 21) =	198,534 SQ. FT.
EXISTING WEST TOWER TOTAL AREA:	239,533 SQ. FT.
TOTAL BUILDING AREA:	508,513 SQ. FT.
FLOOR AREA RATIO:	2.92
EAST TOWER:	
BUILDING HEIGHT:	168'-0"
NUMBER OF STORIES:	17 W/ BASEMENT
WEST TOWER:	
BUILDING HEIGHT:	237'-10"
NUMBER OF STORIES:	25 W/ BASEMENT
PARKING ANALYSIS:	
PARKING RECOMMENDED: 1 PER GUEST ROOM (634 X 1) =	1 634 SPACES
EXISTING PARKING GARAGE:	3 445 SPACES
PROPOSED SURFACE PARKING:	56 SPACES
ACCESSIBLE PARKING PROVIDED: (INCLUDING ONE VAN + TWO ACCESSIBLE)	
TOTAL PARKING PROVIDED:	501 SPACES

LOCATION MAP:



NORTH

VICINITY MAP



Submitted after final agenda

Date 6/24/10 Item 21

Submitted after final agenda

Date Item 21

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pacific design concepts, llc
3005 w. horizon ridge parkway, suite 200
henderson, nevada 89052
(702) 454-8847 fax (702) 454-7492

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T 415.381.5233
F 415.381.5238
433 Brannan Street
San Francisco, California 94107
www.hfaisf.com

project title:
Lady Luck
RENOVATION / EXPANSION
206 N. 3RD ST., LAS VEGAS, NEVADA 89101

PRELIMINARY
NOT FOR CONSTRUCTION
5-11-2010

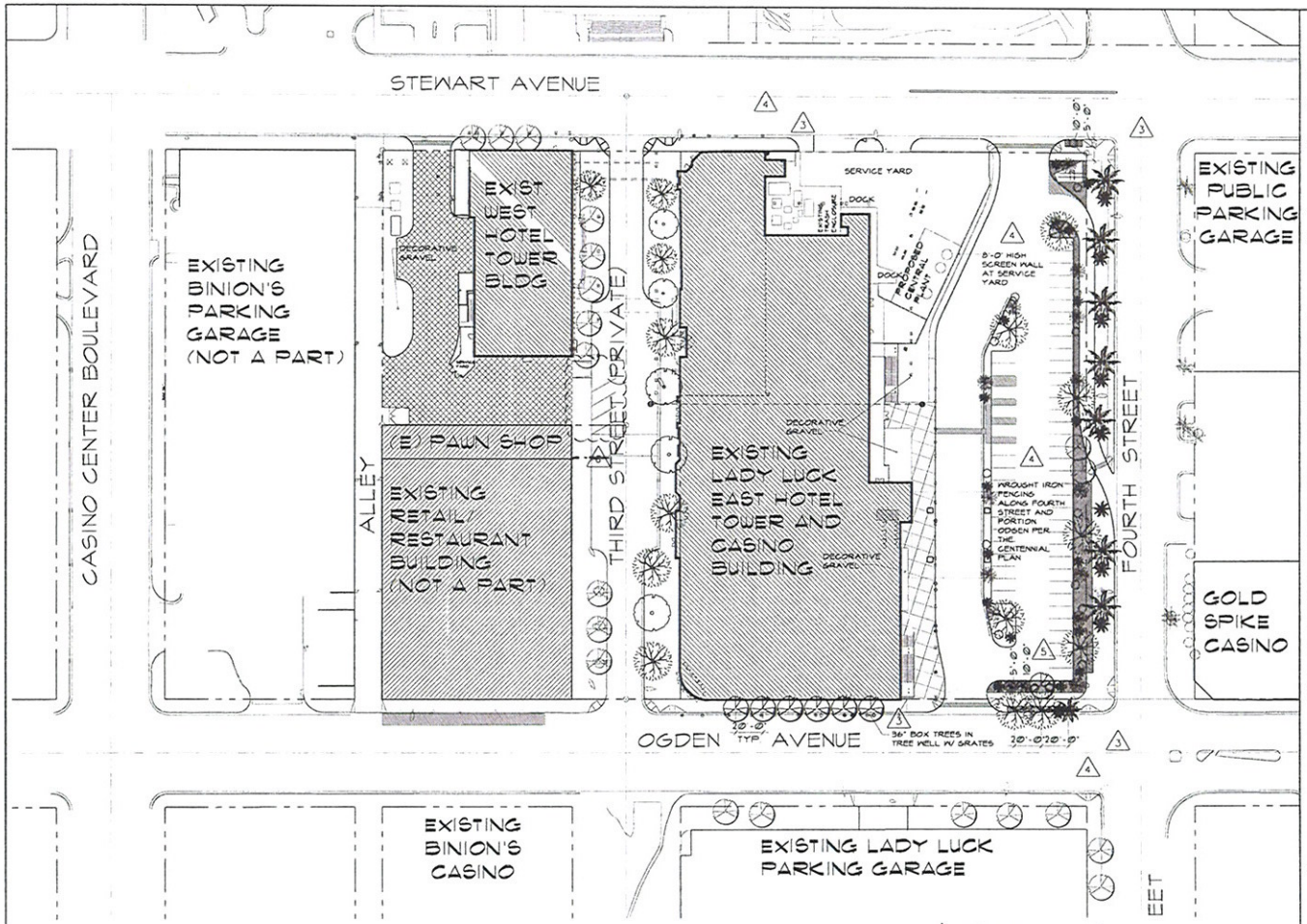
sheet title:
CONCEPTUAL ARCHITECTURAL SITE PLAN
LAND USE SUBMITTAL

issue dates

drawn by: KKG/MS/APT
checked by: RCG
project no.: 09-158
revisions:
5-4-2010
5-12-2010
6-8-2010
6-10-2010
6-16-2010

sheet no.: AS1.01 (2)
of sheets

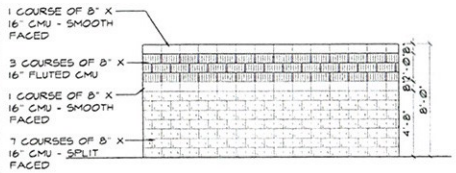
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CONCEPTUAL LANDSCAPE PLAN

1" = 40'-0"

NORTH



PROPOSED SCREEN WALL

SCALE 1/4"=1'-0"

VICINITY MAP



MISCELLANEOUS NOTES

1. ALL EXPOSED SOILS TO RECEIVE 2" THICK LAYER OF DECORATIVE GRAVEL OR DECOMPOSED GRANITE
2. ANY TREE WITHIN 5' OF A SIDEWALK / PAVED SURFACE AND/OR WALL SHALL BE PLANTED WITH A ROOT SHIELD DESIGNED TO DIRECT ROOT GROWTH DOWNWARD
3. DECOMPOSED GRANITE COLOR: PALAMINO CORAL 1/2" SCREENED
   DECOMPOSED GRANITE SOURCE: VISTA ROCK, LAS VEGAS, NEVADA
   DECORATIVE GRAVEL COLOR: RED SANDSTONE 3/4" 3/4"
   DECORATIVE GRAVEL SOURCE: STAR NURSERY, LAS VEGAS, NEVADA
4. ALL LANDSCAPE AREAS TO RECEIVED COMPLETE AUTOMATIC PERMANENT UNDERGROUND DRIP IRRIGATION SYSTEM
5. TREE GRATES OR DECOMPOSED GRANITE IN TREE WELLS ARE ACCEPTABLE. TREE GRATES SHALL COMPLY WITH THE CITY OF LAS VEGAS CENTENNIAL PLAN DESIGN GUIDELINES (3)

PROPOSED LANDSCAPE LEGEND

TREES SYM	SIZE	QU	BOTANICAL NAME	COMMON NAME
	36" BOX	5 (4)	CERATONIA SILIQUA	CAROB TREE (3)
	36" BOX	5	QUERCUS VIRGINANA	SOUTHERN LIVE OAK TREE

SHRUBS	SIZE		BOTANICAL NAME	COMMON NAME
	5 GAL	15	LEUCOPHYLLUM FRUTESCENS	TEXAS RANGER
	5 GAL.	15	RAPHIOLEPIS INDICA	INDIAN HAWTHORN
	5 GAL.	15	ROSMARINUS OFFICINALIS 'PROSTRATUS'	DWARF ROSEMARY

EXISTING LANDSCAPE LEGEND

EXISTING OAK TREE TO REMAIN

EXISTING MEXICAN FAN PALMS TO REMAIN

ANALYSIS

TOTAL LANDSCAPE BUFFER AREA = 4,054 SQ FT

DENOTES BUFFER AREA (1)

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SDR-37946

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HFAI
pacific design concepts, llc
3700 W. Hammer Lane Broadway suite 250
Las Vegas, Nevada 89103
T (702) 414 0842 Fax (702) 414 7842

project title:
Lady Luck
RENOVATION / EXPANSION
206 N. 3rd St. LAS VEGAS, NEVADA 89101

PRELIMINARY
NOT FOR CONSTRUCTION
5-11-2010

sheet title:
CONCEPTUAL LANDSCAPE PLAN
LAND USE SUBMITTAL

issue dates:

drawn by: KRG/MS/RT
checked by: RGG
project no: 09-158
revisions:
1 5-4-2010
2 5-12-2010
3 6-8-2010
4 6-9-2010
5 6-10-2010
6 6-16-2010

sheet no.
AL1.01 (2)
of sheets

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: AUGUST 4, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
DIR-38680 - DIRECTOR'S BUSINESS - PUBLIC HEARING - APPLICANT/OWNER: KAG PROPERTY, LLC - Required review of a development report as required by Subsection 9.01 of that certain Development Agreement between the city of Las Vegas and Kyle Acquisition Group, LLC dated August 8, 2007, on approximately 1,712 acres generally located at the southwest corner of Fort Apache Road and Moccasin Road (APNs 125-06-101-001; 125-06-301-001, 002; 125-06-401-001, 005; 125-06-501-001; 125-06-701-001; 125-07-101-004, 005, 006; 125-07-201-001, 002; 125-07-301-001, 002; 125-07-401-001, 002; 125-07-501-005; 125-07-602-001, 003, 004, 005; 126-12-000-001), Ward 6 (Ross). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Staff Report
2. Kyle Canyon Annual Review Report

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: AUGUST 4, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: KAG PROPERTY, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
DIR-38680	Staff recommends APPROVAL.	

SS

** STAFF REPORT **

APPLICATION REQUEST

This request is for approval of a development report as required by Subsection 9.01 of a development agreement entered into between Kyle Acquisition Group, LLC and the city of Las Vegas dated August 8, 2007, on approximately 1,712 acres generally located at the southwest corner of Fort Apache Road and Moccasin Road. This review is for the period from August 2009 to August 2010.

As the Master Developer's development report meets the requirements of Subsection 9.01 of the Development Agreement, and the Master Developer has made diligent efforts to work with the city to address issues of noncompliance and the future development of the property, staff recommends approval of this review.

ISSUES

- Analysis of the Development Agreement shows that the Master Developer is not in compliance with several terms of the Development Agreement. These items are listed in the table below. The Master Developer is currently in compliance with all other agreed requirements.

Items in the Development Agreement currently in noncompliance status

Master Developer Requirement	Noncompliance Date	DA Reference
Submittal of draft phasing schedule for development of the Community	08/08/07	3.02(b)
Construction of Indian Hills Park	09/17/08	3.02(e); 6.01; Park Agreement (1), (5e), (7); Exhibit C
Submittal of Kyle Canyon Town Center standards	02/08/09	3.21(a)
Payment to city of $1 million toward construction of fire station	02/08/09	5.02(a)

- For this review period, there are no changes to the status of compliance (or noncompliance) with the Development Agreement and Parks Agreement.
- The city has stated its intent to work with the Master Developer to find mutually beneficial solutions to the difficulties currently encountered in the meeting the requirements of the Development Agreement; however, the city will continue to document each instance of non-compliance as it occurs.

- All entitlements that have been approved for the site remain valid and in full force.
- A new land use plan proposed by the Master Developer is being considered that restores the proposed Sheep Mountain Parkway right-of-way to its original diagonal alignment that bisects the property. This will require amendments to the current Development Agreement, Parks Agreement and Design Standards.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/01/04	The City Council approved a Resolution (R-176-2004) adopting guidelines for development within the Kyle Canyon Gateway area.
11/16/05	The City Council approved a request (GPA-9458) to amend the Land Use Element of the Las Vegas 2020 Master Plan to add the Traditional Neighborhood Development (TND) land use designation. The Planning Commission and staff recommended approval.
01/18/06	The City Council approved a request (GPA-9167) to amend a portion of the Centennial Hills Sector Plan of the General Plan to change land use designations from PCD (Planned Community Development), SC (Service Commercial) and PF (Public Facilities) to TND (Traditional Neighborhood Development) on 1,712 acres generally located north of Grand Teton Drive, between Puli Road and Fort Apache Road. The Planning Commission and staff recommended approval.
05/16/07	The City Council approved a request to amend the Master Plan of Streets and Highways (MSH-21013) to select the Northern Alternative Freeway/Expressway Alignment for Sheep Mountain Parkway and to remove the Southern Alternative Freeway/Expressway Alignment from the Master Plan of Streets and Highways. The Planning Commission and staff recommended approval.
05/16/07	The City Council approved a Development Agreement (DIR-21605) between Kyle Acquisition Group, LLC and the city of Las Vegas on 1,712 acres at the southwest corner of Fort Apache Road and Moccasin Road for the development of the Kyle Canyon Master Plan. The Planning Commission and staff recommended approval. In a related item, the City Council voted to approve a Parks Agreement between Kyle Acquisition Group, LLC and the city of Las Vegas. Staff recommended approval.
05/16/07	The City Council approved a request for a Rezoning (ZON-20543) from U (Undeveloped) [TND (Traditional Neighborhood Development) General Plan Designation] and R-E (Residence Estates) to T-D (Traditional Development) on 1,712 acres at the southwest corner of Fort Apache Road and Moccasin Road. The Kyle Canyon Development Standards and Design Guidelines were approved as part of this action. The Planning Commission and staff recommended approval.

06/20/07	The City Council adopted Ordinance No. 5910, thereby adopting the Development Agreement between Kyle Acquisition Group, LLC and the city of Las Vegas.
08/08/07	The Development Agreement between Kyle Acquisition Group, LLC and the city of Las Vegas was recorded in the Office of the County Recorder. The approved Parks Agreement was recorded together with the Development Agreement. This is the Effective Date of the Development Agreement.
08/15/07	The City Council approved a Major Modification (MOD-22589) of the Kyle Canyon Development Standards and Design Guidelines to realign Iron Mountain Road between Hualapai and Grand Canyon Drive, and to add street cross sections. The Planning Commission and staff recommended approval.
08/15/07	The City Council approved a parent Tentative Map (TMP-22586) for a 213-lot mixed use subdivision on the Community property. The Planning Commission and staff recommended approval. This map was expunged by TMP-25492.
09/05/07	The City Council approved a Petition to Annex (ANX-21949) 15.56 acres generally located on the south side of Kyle Canyon Road, approximately 1,030 feet east of Shaumber Road; and a Petition to Annex (ANX-21950) 5.15 acres generally located on the south side of Kyle Canyon Road, east of Alpine Ridge Way. The Planning Commission and staff recommended approval. The effective date of the annexations was 09/14/07.
09/19/07	The City Council approved a request (GPA-20469) to amend the Centennial Hills Sector Plan of the General Plan to change land use designations from PCD (Planned Community Development) and SC (Service Commercial) to TND (Traditional Neighborhood Development) on 7.27 acres on the west side of Oso Blanca Road, approximately 2,190 feet south of Kyle Canyon Road. The City Council also approved a Rezoning (ZON-22351) from U (Undeveloped) [PCD (Planned Community Development) General Plan Designation], C-1 (Limited Commercial) and C-2 (General Commercial) to T-D (Traditional Development) on the same 7.27 acres. This action also updated the Kyle Canyon Development Standards and Design Guidelines. The Planning Commission and staff recommended approval.
09/19/07	The City Council approved a request (ZON-20475) to establish a Gaming Enterprise Overlay District on 51.38 acres at the southeast corner of Hualapai Way and Oso Blanca Road. The City Council also approved a Special Use Permit (SUP-20478) for a Non-Restricted Gaming use on this site. The Planning Commission and staff recommended approval.

10/23/07	Staff completed the first Final Map Technical Review for the Kyle Canyon Gateway Parent Final Map (FMP-24541) and conducted a workshop pursuant to Subsection 3.05(c)(ii) of the Development Agreement to discuss comments with the Master Developer. The Final Map was deemed not to be in substantial compliance with the approved parent Tentative Map (TMP-22586). Staff and the Master Developer agreed to retain the Final Map and have the Master Developer submit a new Tentative Map that matched the Final Map. The Final Map would be subject to a subsequent review once the Tentative Map was approved.
12/20/07	The Planning Commission approved a parent Tentative Map (TMP-25492) for a 105-lot mixed-use subdivision on the 1,712-acre Community property. Staff recommended approval.
01/31/08	Planning and Development and Public Works Department staff conditionally approved a Final Map Technical Review for the Kyle Canyon Gateway Parent Final Map (FMP-24541). As of 07/06/09, Final Map mylars based on the current Tentative Map have not been submitted for staff review.
02/06/08	The City Council approved a request (MSH-25695) to amend the Master Plan of Streets and Highways to rename Horse Drive west of Grand Canyon Drive to Kyle Heights Parkway; to realign a portion of the Iron Mountain Road alignment between Horse Drive and the Northern Beltway; to reclassify various streets as identified by the special design designations adopted as part of the Kyle Canyon Development Standards and Design Guidelines; and to add or remove various roadway segments. The Planning Commission and staff recommended approval. The City Council also approved a Major Modification (MOD-25875) of the Kyle Canyon Development Standards and Design Guidelines to amend various street names and to clarify street cross section drawings within the Community. A subsequent Street Name Change application will be required prior to issuance of the first residential permit in the Community. The Planning Commission and staff recommended approval.
02/06/08	The City Council tabled a Petition to Vacate a BLM right-of-way grant generally located north of Grand Teton Drive, south of Moccasin Road, between Puli Road and Fort Apache Road (VAC-23811). The area to be vacated was the original alignment of Sheep Mountain Parkway. The Planning Commission and staff had recommended approval. The Petition cannot record until "Section 1 Land," "Providence Land," and "On-Property Land" are dedicated to the city for creation of the right-of-way for the northern alignment of Sheep Mountain Parkway, pursuant to Subsection 7.05(a)(v) of the Development Agreement.
08/06/08	The City Council approved a required review (DIR-28767) of a development report pursuant to Subsection 9.01 of the Kyle Canyon Development Agreement. Staff recommended approval. A condition of approval required a follow-up review on 10/01/08.

09/23/08	Wachovia Bank, National Association, acting as the managing creditor of 41 creditors, foreclosed on the Kyle Canyon property. A new entity called KAG Property, LLC was formed to assume ownership of the Kyle Canyon property.
12/03/08	The City Council approved a follow-up required review (DIR-29916) of a development report pursuant to Subsection 9.01 of the Kyle Canyon Development Agreement between the city of Las Vegas and Kyle Acquisition Group, LLC (abeyed from 10/01/08). Staff recommended approval.
02/02/09	Notice of Noncompliance and Opportunity to Cure was sent to KAG Property, LLC for failure to commence construction of Indian Hills Park prior to 09/13/08.
08/05/09	The City Council approved the required review (DIR-34955) of a development report pursuant to Subsection 9.01 of the Kyle Canyon Development Agreement. Staff recommended approval.
09/02/09	The City Council approved an Extension of Time (EOT-35315) of a previously approved Special Use Permit (SUP-20478) for a proposed Non-Restricted Gaming Facility at the southwest corner of Oso Blanca Road and Hualapai Way alignment. Staff recommended approval.
10/02/09	The Master Developer presented to the city a summary report from Hart Howerton Strategic Planning Consultants outlining a strategic plan and recommendations for development of the Kyle Canyon property.

Most Recent Change of Ownership	
09/25/08	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
No building permits or business licenses pertain to this site.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	1,712

DEVELOPMENT AGREEMENT COMPLIANCE

The information below reflects the extent of compliance with the Development Agreement by the Owner/Master Developer as of June 2010. This information is provided to the Master Developer for inclusion within its annual development report. While the list of items in the development report is similar to this information, the list below is a more complete statement of compliance with the Development Agreement. The tables below are organized into the following categories:

Table 1: Review requirements
Table 2: Land use and maintenance requirements
Table 3A: Infrastructure requirements - general
Table 3B: Infrastructure requirements (per phasing schedule)
Table 4: Public facility requirements
Table 5A: Park and trail requirements – development and review
Table 5B: Park and trail requirements – facilities
Table 6: Transportation improvement requirements

Table 1: REVIEW REQUIREMENTS

CATEGORY	REFERENCE	PERFORMANCE REQUIREMENT	PROGRESS	STATUS
Number of residential units approved	DA 3.01(a), 9.01; DG 3.3	Maximum of 16,000 possible residential units	No residential units submitted to date	In compliance
Number of residential units built	DA 9.01	N/A	No residential permits issued	In compliance
Overall density	DA 3.01(c)	9.35 dwelling units/acre maximum	0.00 units per acre as currently entitled	In compliance
Anticipated Phases of development for the next calendar year	DA 3.02	Develop per Master Development Plan Phasing Plan	Anticipated that no development will occur in 2010 or 2011	In compliance. Current phasing plan is not time sensitive

Table 2: LAND USE AND MAINTENANCE REQUIREMENTS

CATEGORY	DESCRIPTION	DATE APPROVED	OWNER ACTION	CITY ACTION	REFERENCE	STATUS
General Plan Amendment	TND District	01/18/06 CC; 09/19/07 CC	Submit application for General Plan Amendment for Project Area	Process in conformance with Title 19. Amend Centennial Hills Land Use Plan	DA 3.05(a), 3.18	In compliance. Centennial Hills Land Use Plan of General Plan updated
Rezoning	T-D District	05/16/07 CC; 09/19/07 CC	Submit application for Rezoning of Project Area	Process in conformance with Title 19. Amend zoning map	DA 3.05(b)	In compliance (ZON-20543 and ZON-22351)
Gaming Enterprise Overlay District	155,000 SF (portion of 51.37 acres)	09/19/07 CC	Comply with NRS requirements	Ensure compliance with NRS	DA 3.05(c)(vi)	In compliance (ZON-20475)

Table 2: LAND USE AND MAINTENANCE REQUIREMENTS						
CATEGORY	**DESCRIPTION**	**DATE APPROVED**	**OWNER ACTION**	**CITY ACTION**	**REFERENCE**	**STATUS**
Hotel/Casino	155,000 SF	09/19/07 CC; expires 09/19/11	Submit applications for Special Use Permit for non-restricted gaming and Site Development Plan Review for Hotel/Casino	Process applications in conformance with Title 19	DA 3.05(c)(iv-vi)	In compliance. SUP approved. SDR not yet submitted
Parent Tentative Map	110 pods on 1,712 acres	12/20/07 PC; expires 12/20/11	Submit application for Parent Tentative Map	Process application in conformance with Title 18 and schedule hearing	DA 3.05(c)(i)	In compliance.
Parent Final Map	110 pods on 1,712 acres	2nd FMTR approved 01/31/08 (Admin)	Submit and record Parent Final Map according to scheduled time limitations	Provide summary of comments to Builder; schedule workshop with Builder within 10 days of FMTR approval.	DA 3.05(c)(ii)	City in compliance. Final Map not recorded. 1st FMTR approved 10/23/07; workshop held 10/23/07.
Kyle Canyon Town Center Standards	Requirement for development of the Town Center and Urban Mixed Use land use districts	Not complete	Submit standards no later than 02/08/09 or issuance of 3,500th residential building permit, whichever is earlier	Process application and schedule hearing for recommendation	DA 3.21(a)	**Not in compliance**
Master Homeowners' Association	Maintenance of sidewalks, common areas and landscaping within ROW	Not complete	Organize Master HOA at time of Parent Final Map recordation	None	DA 4.01(a)	In compliance. Parent Final Map not recorded

Table 3A: INFRASTRUCTURE REQUIREMENTS					
FACILITY	**OWNER ACTION**	**CITY ACTION**	**REFERENCE**	**PROGRESS**	**STATUS**
Development Phasing Schedule	Submit a draft phasing schedule to city prior to the Effective Date	None	DA 3.02(b)	Not completed	**Not in compliance**
Telecommunications	Within six months of recordation of parent final map, submit a Telecommunications Facilities Map to indicate location of facilities	Staff review, with Planning Commission and City Council hearings	DA 3.13(b)	No action. Parent final map has not been recorded.	N/A (Compliance cannot be determined until after Final Map has recorded.)

Table 3A: INFRASTRUCTURE REQUIREMENTS					
FACILITY	**OWNER ACTION**	**CITY ACTION**	**REFERENCE**	**PROGRESS**	**STATUS**
Optical Fiber in ROW	Negotiate phasing plan agreement with city and pay designated fees	Permit installation of optical fiber within city ROW as agreed	DA 3.14	Agreement not submitted to city	N/A (Compliance cannot be determined until after Final Map has recorded.)
Flood Control	Within 60 days of completion of the first temporary detention basin, deposit $100,000 into special account to reimburse city's costs to maintain basins	Maintain all permanent flood control facilities as identified on the CCRFCD Master Plan Update. Maintain all temporary detention basins identified in the Master Drainage Study	DA 4.04	No facilities constructed to date	In compliance
Street Improvement Phasing	Submit a phasing plan and estimated sequence for all required on-property and off-property street improvements as a part of the Master Traffic Study	None	DA 7.04(d)	Completed—Master Traffic Study approved 04/24/07, subject to more detailed studies as development occurs.	In Compliance. Phasing included as part of traffic study
Drainage Improvement Phasing	Submit a phasing and sequencing plan for all drainage improvements within the Community as a part of the Master Drainage Plan	None	DA 7.07(e)	Completed—Master Drainage Plan conditionally approved 03/29/07; 1st update approved 08/14/07; 2nd update approved 01/31/08; 3rd update submitted 06/22/10	In Compliance. Contains sequencing plan for general drainage improvements, but not for each pod.
Sheep Mountain Parkway (Dedication of Northern Alignment ROW)	Dedicate Section 1 Land and Providence Land to city prior to recordation of Parent final map	None	DA 7.05(a)(i), (ii)	Not complete; original diagonal alignment now sought	In compliance. Status of completion affects other terms of Agreement
Sheep Mountain Parkway (Vacation of Southern Alignment ROW)	None	By 09/07/07, file action to vacate existing ROW	DA 7.05(a)(iv)	City filed VAC-23811 on 08/09/07. City Council tabled item on 02/06/08, pending results of EIS and Owner decision whether to dedicate land needed for Parkway.	City in compliance. Vacation is contingent on Owner dedication of land for Northern Alignment

Table 3A: INFRASTRUCTURE REQUIREMENTS					
FACILITY	**OWNER ACTION**	**CITY ACTION**	**REFERENCE**	**PROGRESS**	**STATUS**
Kyle Canyon Interchange	Pay city $10 million for construction within 60 days of notification from city that design is complete	Complete construction of the Kyle Canyon/U.S. 95 interchange within 48 months of design agreement	DA 7.06(a)	Design not complete. Placed on hold January 2009	Deadline has not been reached
Horse Drive Interchange	None	Complete construction of Horse Drive/U.S. 95 interchange by 02/08/10	DA 7.06(b)	Notice to proceed construction 06/08/09; 70% construction complete	In compliance
Special Improvement District	Request formation of SID (optional)	Process application and hold City Council hearing	DA 8.01	Application not filed	In compliance (not time-sensitive)

Table 3B: INFRASTRUCTURE REQUIREMENTS (PHASING SCHEDULE)					
FACILITY	**OWNER ACTION**	**CITY ACTION**	**REFERENCE**	**PROGRESS**	**STATUS**
Access to Developer Builder Parcels	Pave two lanes of the main access to any specific Designated Builder Parcel (DBP)	None	DA 3.02(c)	No action. Parent final map has not been recorded.	N/A (Compliance cannot be determined until after Final Map has recorded.)
Sewer Connection	Provide a working sanitary sewer connection prior to final inspection of any dwelling units within a DBP	None	DA 3.02(c)	No permits issued to date. Offsite site design approval pending	N/A (Compliance cannot be determined until after Final Map has recorded.)
Village Streets (Construction)	Construct permanent improvements to all major access Village Streets prior to issuance of building permits beyond 50% of all units within a DBP	Provide status of number of residential permits to Master Developer or Designated Builder	DA 3.02(c)	No permits issued to date	N/A (Compliance cannot be determined until after Final Map has recorded.)
Village Streets (Completion)	Substantially complete all Village Streets within 24 months of start of construction	None	DA 3.02(c)	Street construction not commenced. Parent final map has not been recorded.	N/A (Compliance cannot be determined until after Final Map has recorded.)

Table 3B: INFRASTRUCTURE REQUIREMENTS (PHASING SCHEDULE)					
FACILITY	**OWNER ACTION**	**CITY ACTION**	**REFERENCE**	**PROGRESS**	**STATUS**
Offsite Improvements	Substantially construct offsites adjacent to DBPs prior to issuance of building permits beyond 75% of all units within the DBP	Provide status of number of residential permits to Master Developer or Designated Builder	DA 3.02(c)	No permits issued to date	N/A (Compliance cannot be determined until after Final Map has recorded.)
Landscaping	Complete all required landscaping on streets adjacent to DBPs within two months of the final inspection of the final unit within the DBP	None	DA 3.02(c)	No permits issued to date	N/A (Compliance cannot be determined until after Final Map has recorded.)

Table 4: PUBLIC FACILITY REQUIREMENTS					
FACILITY/ LOCATION	**OWNER ACTION**	**CITY ACTION**	**REFERENCE**	**PROGRESS**	**STATUS**
Fire Station (SW corner of Grand Teton Drive and Hualapai Way)	By 02/08/09, pay city $1 million towards construction of station	None	DA 5.02(a)	Payment has not been made	**Not in compliance**
Fire Safe Community Program (FSCP)	Within 90 days of city sending written notice that city has established the FSCP, pay city $50,000 towards cost of city's obligations pursuant to the Agreement	By 11/06/07, establish and promote a FSCP	DA 5.02(d)	Draft resolution to establish program on hold until future of community decided	**Not in compliance** City has not established program. Payment due 90 days after program is established.
Police Services (Location TBA)	Pay city $218 per residential unit towards construction of Metro substation	None	DA 5.04	No residential permits issued to date	N/A (No permits may be obtained until Parent Final Map records)
School Improvements	Dedicate to CCSD up to 72 total acres for school sites shown on Master Land Use Plan.	None	DA 5.01	Land not dedicated	In compliance (Not time-sensitive)
Regional Transportation Center (Location TBA)	Dedicate to RTC up to 2.5 gross acres for a transit hub.	None	DA 5.03(a)	Land not dedicated	In compliance (Not-time sensitive)

Table 5A: PARK AND TRAIL REQUIREMENTS – Development and Review						
FACILITY	**PERFORMANCE REQUIREMENT**	**OWNER ACTION**	**CITY ACTION**	**AGREEMENT REFERENCE**	**PROGRESS**	**STATUS**
HOA Park Development	Begin construction of HOA parks within 90 days of city final plan approval. Complete HOA parks within 18 months of start of construction	Construct parks and dedicate to the city or Master HOA as specified in Park Agreement	Accept parks in lieu of residential construction tax up to a maximum of 16,000 units	PA (1), (5D), (6); Exhibit C	Drawings not submitted. No parks under construction or completed	In compliance
Park Area Review	Submit conceptual plan prior to issuance of 500th residential permit within each Park Area	Submit conceptual plan for all parks located within specific Park Areas	Review conceptual plans and actual construction drawings; notify Developer when 400th permit is issued in each Park Area	PA (2), (5B), (5C); Exhibit D	Trigger for commencement of construction not reached	In compliance
Park Plans	Prepare 90% construction drawings/specs for all parks no later than 180 days following city approval of conceptual plans. Submit 100% drawings within 90 days of city completion of 90% plan review.	Design park plans as specified on conceptual plan	Review and comment on park plans	PA (3), (5C); Exhibit C	Conceptual plan not submitted. No parks under construction or completed	In compliance

Table 5B: PARK AND TRAIL REQUIREMENTS - Facilities						
FACILITY	**PERFORMANCE REQUIREMENT**	**OWNER ACTION**	**CITY ACTION**	**AGREEMENT REFERENCE**	**PROGRESS**	**STATUS**
Indian Hills Park (11.31 acres)	Begin construction within 180 days of confirmation from city that plans are sufficient to acquire permits and that adequate flood control facilities are in place.	Construct park and dedicate all amenities to city. Begin construction by 09/17/08. Complete park by 03/17/10.	Accept parks in lieu of residential construction tax; begin maintenance within 30 days of park completion	PA (1), (5E), (7); Exhibit C	Park not under construction. Flood control facilities confirmed 02/27/08; 100% design plans complete—delivered to Focus 03/17/08. MOU between city and CCSD for infrastructure approved 06/04/08 CC	**Not in compliance**
Iron Mountain Park (9.77 acres)	Begin construction within 180 days of confirmation from city that 7,000th residential permit has been issued and that adequate flood control facilities are in place.	Construct park and dedicate all amenities to city	Accept parks in lieu of residential construction tax; begin maintenance within 30 days of park completion	PA (1), (5F), (7); Exhibit C	Trigger for commencement of construction not reached	In compliance
Moccasin Park (15.67 acres)	Begin construction within 90 days of city final approval. Complete park within 18 months of commencement of construction.	Construct park and dedicate both land and amenities to the city	Accept parks in lieu of residential construction tax; begin maintenance within 30 days of park completion	PA (1), (7); Exhibit C	Plans not submitted. Construction not commenced	In compliance
Paseos (7.6 acres)	Begin construction within 90 days of city final approval. Complete within 18 months of commencement of construction.	Construct landscaping, open space and trails and dedicate to the Master HOA	Accept parks in lieu of residential construction tax	PA (1); Exhibit C	Plans not submitted. Construction not commenced	In compliance

Arroyos (50.6 acres gross, 21.6 acres improved)	Begin construction within 90 days of city final approval. Complete within 18 months of commencement of construction.	Construct landscaping, open space and trails and dedicate to the Master HOA	Accept parks in lieu of residential construction tax	PA (1); Exhibit C	Plans not submitted. Construction not commenced	In compliance
Community Centers (5 total)	Construct at park sites	Construct community centers; dedicate to the city or Master HOA as specified in Parks Agreement	Accept parks in lieu of residential construction tax	PA (1); Exhibit C	Plans not submitted. Construction not commenced	In compliance

Table 6: TRANSPORTATION IMPROVEMENT REQUIREMENTS

CATEGORY	REFERENCE	PERFORMANCE REQUIREMENT	PROGRESS	STATUS
Traffic Improvements	DA 7.04(a); 3.02(c)	Design and construct all Village Streets as indicated in Master Traffic Study	No Village Streets completed or under construction at this time. Traffic Study update to be submitted late July 2010	In compliance
Traffic Signal Improvements	DA 7.04(b)	Construct all signals identified in Master Traffic Study	No traffic signals completed or under construction at this time	In compliance

ANALYSIS

In accordance with Subsection 9.01 of the Development Agreement, the Owner/Master Developer is required to submit an annual report documenting the extent of the Master Developer's and the city's material compliance with the terms of the Development Agreement during the preceding review period. Nevada Revised Statutes Subsection 278.0205 requires a review of the development of the community for which this report summarizes. This review is for the period from August 2009 to August 2010. The next review period will end in August 2011.

In September 2008, Wachovia Bank, acting as managing creditor of 41 creditors, foreclosed on the Kyle Canyon property. A new entity called KAG Property, LLC ("Master Developer") was formed to assume ownership of the Kyle Canyon property. In February 2009 and April 2009, notices of Noncompliance and Opportunity to Cure were sent by the city to the Master Developer, pursuant to Subsection 10.01 of the Agreement. Also under this section, the two parties agreed to allow for a six month period beginning 04/01/09 for the Master Developer to cure the items of noncompliance. At the end of the six-month period, the Master Developer unveiled a strategic plan prepared by Hart Howerton Strategic Planning Consultants that provided a focus for the master land use plan and provided recommendations for future development; however, items of noncompliance remained unresolved, as they do at present.

Development Agreement Review Requirements

Subsection 9.01 of the Agreement requires the development report to include, without limitation, (a) data showing the total number of residential units built and approved on the date of the report; (b) specific densities within each subdivision and within the Community as a whole; and (c) the status of development within the Community and the anticipated phases of development for the next calendar year. The Master Developer's representative, Carwin Advisors, has prepared the development report for this review.

The following details the status of the requirements of Subsection 9.01 of the Development Agreement, as reported by the Master Developer.

- Residential Units

  Table 1 above shows progress made in planning and construction of residential units in the Project Area. Of the 16,000 residential units of all types allowed within the Community, none have been approved or built. Building permits cannot be issued until such time as the Parent Final Map records and individual lots are subsequently platted.

- Densities

  The overall maximum density of the Project Area is determined by dividing the maximum number of units (16,000) by the overall Project Area (1,712 acres). As there are no residential units built at this time and no individual subdivisions within the Project Area, the current overall density is zero units per acre and no breakdown of specific densities across the Project Area is possible. Table 1 above summarizes this information.

- Anticipated Status of Development

  Table 1 indicates that the Master Developer does not expect any development to occur in 2010 or 2011. In March 2010 a draft conceptual land use plan reducing the number of potential residential units to 9,000 was presented to the city for review and comment. Within the next 12 months, a street network plan, lotting studies, and updates to the existing traffic and drainage studies will be completed. The Master Developer, public services, Clark County School District and the city are collaborating to amend the Development Agreement and Parks Agreement so that the revised land use plan can proceed through the development process. The Kyle Canyon Design Guidelines will be amended to closely align with Title 19 development standards. Final approval of the amended Development Agreement and Parks Agreement, the amended Design Guidelines and Kyle Canyon land use plan is expected by Spring 2011.

Other Terms of the Agreement

Tables 2 through 6 show the extent of compliance with the major terms of the Agreement. In many cases, compliance cannot be determined at this time, as action is contingent upon recordation of the Parent Final Map. As the land use plan is in the process of amendment, a new Tentative Map and Final Map will be required for review and approval. Otherwise, the Master Developer remains in non-compliance with the same items of the Development Agreement and Parks Agreement that it was in 2009.

Development has not commenced within the Kyle Canyon master plan area. The city is working with the Master Developer to proceed with a new land use plan that incorporates the original diagonal Sheep Mountain Parkway alignment that bisects the property. Because the current Development Agreement and Parks Agreement were conceived based on an alignment of the Sheep Mountain Parkway that mostly skirted the property, revisions to these documents as well as the Kyle Canyon Design Guidelines are also being considered. Updates to the Master Traffic and Drainage Studies will also be completed to reflect the amended plan.

FINDINGS

- The development report submitted by the Master Developer complies with all Subsection 9.01 requirements and therefore approval of the required review is recommended.

- The Master Developer remains in non-compliance with four time-sensitive items contained in the Development Agreement and Parks Agreement, as summarized below. The city has stated its intent to work with the Master Developer to find mutually beneficial solutions to the difficulties currently presented by the Development Agreement; however, the city will continue to document each instance of non-compliance as it occurs.

Items in the Development Agreement currently in noncompliance status

Master Developer Requirement	Noncompliance Date	DA Reference
Submittal of draft phasing schedule for development of the Community	08/08/07	3.02(b)
Construction of Indian Hills Park	09/17/08	3.02(e); 6.01; Park Agreement (1), (5e), (7); Exhibit C
Submittal of Kyle Canyon Town Center standards	02/08/09	3.21(a)
Payment to city of $1 million toward construction of fire station	02/08/09	5.02(a)

- The following tasks are imminent under the terms of the current Agreements. Proposed amendments to the land use plan will require amendment of the Agreements, in which case these tasks will be subject to change.

OUTSTANDING ITEMS REQUIRING COMPLIANCE
Owner/Master Developer
• Master Developer shall pay $1,000,000 to city of Las Vegas towards the construction of a fire station at a site located at the southwest corner of Grand Teton Drive and Hualapai Way. • Submit Kyle Canyon Town Center Standards for city approval. • Obtain building permits and begin construction of Indian Hills Park, with completion by 03/17/10. • Submit a draft phasing schedule to city for development of the Master Planned Community • Dedicate Section 1 and Providence lands to city for development of northern alignment of Sheep Mountain Parkway prior to recordation of Parent Final Map • Address staff comments from Final Map Technical Review and record Parent Final Map prior to expiration of Parent Tentative Map • Pay city $50,000 towards the promotion of a Fire Safe Community Program within 90 days of the city's written confirmation that the program has been established
City of Las Vegas
• Establish and promote a Fire Safe Community Program • Vacate BLM right-of-way for existing southern alignment of Sheep Mountain Parkway (if Section 1 and Providence lands are dedicated)

NOTICES MAILED NEWSPAPER ONLY

APPROVALS 0

PROTESTS 0

SS

ANNUAL REVIEW REPORT

KYLE CANYON

Development Agreement

Between

The City of Las Vegas

And

KAG Property LLC

(a.k.a. Wachovia Bank)

Prepared By: CARWIN ADVISORS
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June, 2010

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INTRODUCTION

On May 16, 2007 The City of Las Vegas and Kyle Acquisition Group, LLC entered into a Development Agreement which became effective on August 8, 2007 (the "Development Agreement").

On September 23, 2008 Wachovia Bank, acting as the managing creditor of 41 total creditors, foreclosed on the Kyle Canyon property. A new entity was formed called KAG Property LLC (the "Owner").

The Development Agreement requires certain performance of the Owner and/or Designated Builders in exchange for reasonable assurances from the City that the Owner might develop the Planned Community in an orderly fashion. Additionally, the Development Agreement obligates the City to perform certain tasks and to insure that municipal services are provided to the Planned Community at the most economical cost to its citizens.

Section 9.01 of the Development Agreement and NRS Chapter 278 require that the Owner submit a report every year documenting material compliance with the terms of the Development Agreement within the preceding twelve months. In fulfillment of the NRS requirement and Section 9.01 of the Development Agreement, the Owner hereby submits this annual review to the City. This report provides a brief history of the project and addresses compliance by the Owner and the City with the terms of the Development Agreement. The summary details the total number of residential units built and approved for the calendar year.

The information contained herein is current as of June, 2010.

SUMMARY

The existing Development Agreement by Kyle Acquisition Group allows for up to 16,000 residential units and 258 acres of commercial uses. Construction has not yet started on the Kyle Canyon Gateway master planned community. Therefore, zero residential units and zero commercial uses have been built. It is anticipated that no development will occur in 2010 or 2011. A conceptual plan revising the project to less intensive land uses has been developed with City staff and reduces the number of residential units to a maximum of 9,000. The Development Agreement is being revised to match this plan.

HISTORY OF THE PLANNED COMMUNITY

In 2004 the City of Las Vegas developed a plan for 1,700 acres controlled by the BLM in the vicinity of the intersection of Kyle Canyon Road (State Route 157) and U.S. 95 located in Sections 6 and 7 of Book 125 and Section 12 of Book 125. The purpose of this plan was to develop policies and guidelines that foster a more sustainable, energy efficient and environmentally compatible development. A resolution, R-176-2004 also known as the NORA resolution, adopting key components of that plan that established the guidelines and goals was approved by the City of Las Vegas on December 1, 2004.

The land covered by the Kyle Canyon Gateway Plan was auctioned by the BLM in February 2005. The Kyle Acquisition Group LLC was the successful bidder. Kyle Acquisition Group LLC consisted of Focus Commercial Group and nine home builders.

On May 16, 2007 the Las Vegas City Council approved the Kyle Canyon Development Agreement and Design Guidelines; ZON-20543 and DIR-21605. Key components of the Design Guidelines are to create a community that is diverse in uses, is walkable, and provides a strong sense of community. The community will be connected by a series of trails and open spaces. The Design Guidelines also contain provisions to ensure that development is energy efficient, improves air quality and reduces water usage. On June 20, 2007 the City Council adopted the Development Agreement by ordinance.

The parent Tentative Map (TMP-25492) was approved by the Las Vegas Planning Commission on December 20, 2007. The Parent Final Map has been submitted to the City of Las Vegas and comments have been received. The Master Drainage, Traffic, Sanitary Sewer Studies have been approved and updates have been put on hold.

On September 23, 2008, Wachovia Bank foreclosed on the Kyle Canyon property forming a new ownership entity called KAG Property LLC. Neither Focus Commercial, nor the nine previous builders, no longer has an interest in the property. Wachovia Bank has hired Carwin Advisors of Las Vegas to manage the property.

CURRENT ACTIVITY

HORSE INTERCHANGE:

On April 16, 2009 KAG Property executed the Control of Access Donation for the Horse Interchange construction. Groundbreaking for construction was June 8, 2009.

PROPERTY TAXES:

Prior to September 23, 2008 the property taxes were three quarters delinquent. KAG Property has brought the property tax payments current.

SHEEP MOUNTAIN PARKWAY:

The Development Agreement, as currently approved, requires the future outer Beltway alignment to be aligned north – south along the western boundary of the property (Puli Road) and curve northeast through Section 1 north of the Kyle Canyon master plan. The future proposed alignment thru Section 1 requires the acquisition of numerous properties owned by many different owners. In light of the extreme challenges of purchasing these parcels and the limitations of using eminent domain for right of way acquisition, the existing diagonal beltway alignment is now being considered. This right of way alignment does not require additional property acquisition as a part of Kyle Canyon Master Plan.

STRATEGIC PLANNING / LAND USE PLAN:

In light of the changing real estate market conditions and the consideration of the existing diagonal outer beltway alignment, KAG Property desires to study potential land uses in addition to those already approved to determine the highest and best uses for Kyle Canyon in today's market climate. An amended land plan will be analyzed as necessitated by the consideration of the existing diagonal beltway alignment and any alternative land uses that may be suitable for the master planned community.

On June 1, 2009 KAG Property engaged the services of Hart Howerton Land Planners to work in concert with the City to prepare a Summary Report of strategic market research to recommend the highest and best uses for Kyle Canyon in the current market place while still meeting the intent of the NORA resolution adopted December 1, 2004 and the intent of the existing Development Agreement. Hart Howerton is a nationally recognized land planning consultant having experience on large master plan communities throughout the United States of America and internationally. The strategic market research and recommendations, geographical constraints analysis and the review of surrounding neighborhood concerns was completed and presented to KAG Property and the City staff in the form of a Summary Report in October 2009. With this Summary Report the process of amending the Land

Use Plan began. A new Conceptual Plan that reduces the total number of residential units to 9,000 has been created by Carwin Advisors, KTGY Planners and City Staff. The master traffic and drainage plans are being revised to match the new Conceptual Plan.

SOUTHERN NEVADA HEALTH DISTRICT:

KAG Property has made a concerted effort to continue to clean up debris and trash that has been illegally dumped by unknown parties on the Kyle Canyon property. Specifically along Grant Teton Dr. and along Grand Canyon Dr. in response to Southern Nevada Health District and City Public Works requests.

The following chart summarizes the status of the key requirements set forth in the Development Agreement and related documents.

REQUIREMENTS

Facility	Requirement	Commencement	Explanation of Requirement	City Action	Developer Action	Status
Telecommunications Facilities	Telecommunications Facilities Map	Within 6 months of recordation of Final Parent Map	3.13(b) of DA	Ensure telecommunications Map is submitted within 6 months of Final Parent Map recordation	Submit telecommunications maps	Final Parent Map not recorded. On Hold pending new Land Use Plan with diagonal beltway.
ROW Agreement for Optical Fiber	Execute ROW Agreement for Optical Fiber	At any time	3.14 of DA	Ensure Agreement is in place	Reach agreement with City and pay	Agreement not Submitted to City
Town Center Standards	Submit design standards for the Town Center and Urban Mixed Use areas	18 months after the effective date of the DA or prior to the issuance of the 3500th residential building permit	3.21(a) of DA	Ensures standards are submitted and approved	Submit standards	On Hold pending new Land Use Plan with diagonal beltway.
Master HOA	Form Master HOA	To be formed at time of Final Parent Map recordation	4.01(a)	Ensure Master HOA is formed	Form Master HOA	Final Parent Map not recorded. On Hold pending new Land Use Plan with diagonal beltway.
Temporary detention basins	City to maintain temporary detention basins	Within 60 days of completion of First temporary detention basin	4.04 of DA	Maintain detention basins	Deposit $100,000 into special account within completion of first temporary detention basin	No temporary basins have been constructed to date.
CCSD acreage	Dedicate up to 72 acres to CCSD for school sites shown on master land use plan.	At any time	5.01 of DA	None	Dedicate up to 72 acres to CCSD for school sites	Requires recordation of parent final map.
Fire Protection	Developer to pay City $1,000,000 towards the Construction of a Fire Station	18 months after the effective date of the DA	5.02 (a) of DA	None	Make payment to City	On Hold pending new Land Use Plan with diagonal beltway and Summary Report.
Fire Safe Community Program	City to establish Fire Safe Community Program (FSCP)	Within 90 days of effective date	5.02(d) of DA	Establish (FSCP)	Within 90 of notice from City that FSCP is established, pay City $50,000 towards cost	Program not set up
Regional Transportation Center	Dedicate 2.5 gross acres for transit hub	None	5.03(a) of DA	None	Dedicate land	Requires recordation of parent final map.

Facility	Requirement	Commencement	Explanation of Requirement	City Action	Developer Action	Status
Police Services	Designated Builders to pay City $218 per residential unit towards the construction of a Metro substation.	Payment to be Received when building permits are issued by the City	5.04 of DA	Collect fees	None	No fees due. Requires recordation of the parent final map.
Northern Beltway 'Sheep Mountain Parkway'	Dedicate ROW with Section 1 and within Providence. No longer required for diagonal beltway.	Prior to recordation of Parent Final Map	7.05 (a) of DA	None	Dedicate land	Re-aligning northern beltway to be in existing diagonal easement.
Kyle Canyon Interchange	Developer to pay City $10 million for interchange	Within 60 days of notification from City that design is complete	7.06 (a) of DA	Design interchange	Make payment to City	Design of Interchange being revised due to diagonal northern beltway
Horse Drive Interchange	City shall use its best efforts to complete Construction.	Within 30 months of effective date	7.06 (b) of DA	Construct interchange	None	Construction started June 8, 2009.
Park Area Conceptual Plan	Developer to submit conceptual plan for each Park Area	Prior to issuance to 500th residential permit	5. B) of Parks Agreement	Notify Developer when 400th permit is issued in each Park Area. Review plans and drawings.	Design conceptual park plans	Trigger not yet reached
Park Plans	Developer to submit 90% construction Drawing to City within 180 days of City's approval of conceptual plans and 100% plans within 90 days of City's review of 90% plans	To start after conceptual plans are approved by City	5. C) of Parks Agreement	Review and comment on park plans	Design park plans	Trigger not yet reached. Conceptual plan not submitted or approved.
Construction of HOA Parks	Developer to commence construction of each park within 90 days of City's final approval of construction drawings	To start after construction Drawing and specifications are approved by City	5. D) of Parks Agreement	None. Accept parks in lieu of RCT up to a maximum of 16,000 residential units.	Construct and dedicate amenities to City or HOA as specified in Parks Agreement.	Trigger not yet reached
Indian Hills Park	Developer to commence construction of park	Within 180 days of receiving notice from City	5. E) of Parks Agreement	Notify Developer that plans are complete and adequate flood control facilities are in place. Accept park in lieu of RCT. Begin maintenance within 30 days of park completion.	Construct park within 18 months of commencement	Design Plans received from City. On hold pending revision of the Development Agreement and Parks Agreement.
Iron Mountain Park	Developer to design and construct park	Within 180 days of receiving notice from City that 7000th permit For residential dwelling is issued	5. F) of Park Agreement	Notify Developer that trigger is reached and adequate flood control facilities are in place	Design and construct park	Trigger not yet reached

Facility	Requirement	Commencement	Explanation of Requirement	City Action	Developer Action	Status
Moccasin Park	Developer to design and construct park.	Within 90 days of City final approval of construction drawings.	Paragraph 7 of the Parks Agreement.	Accept park in lieu of RCT. Begin maintenance within 30 days of park completion.	Construct park and dedicate amenities to City.	Plans have not been submitted.
Arroyos	Developer required to protect the existing North and South arroyos.	None	Park Agreement Exhibit C – Required Facilities	Review and comment on conceptual layout for arroyos	Design and construct layout adjacent to arroyos	Plans have not been submitted.
Community Centers (West Parks, East Parks and Town Center Park)	Developer to design and construct parks.	None	Park Agreement Exhibit C – Required Facilities	Review and comment on conceptual layout for each 5 acre Park with Community Center	Design and construct Community Centers. Dedicate to HOA for maintenance.	Plans have not been submitted.

INFRASTRUCTURE

Item	Document	Performance Requirement	Status
Sanitary Sewer	ZON-20543 3.02(c)	None	Off site design approval pending
Flood Control and Drainage	7.07 of DA	Design and construct all drainage facilities identified on Master Drainage Study	Master Study was approved on March 29, 2007. A study revision was submitted to the City on June 22, 2010 and is being reviewed. Construction has not commenced
Special Improvement District	8.01 of DA	Form SID	Application on hold
Offsites	3.02(c)	None	No permits issued

TRANSPORTATION IMPROVEMENTS

Item	Performance Requirement	Reference	Status
Traffic Study	Prepare and Submit a Master Traffic Study	ZON-20543	Approved A revision to the traffic study matching the Conceptual Plan will be submitted to the City in July
Transportation Improvements	Construct all Village Streets as indicated in Master Traffic Study within 24 months of start of construction.	7.04(a) and 3.02(c) of Development Agreement	None of the Village Streets are under construction at this time
Traffic Signals	Developer will constructall traffic signals identified in the Master Traffic Study	7.04(b) of DA	None of the traffic signals are under construction at this time

GAMING ENTERPRISE DISTRICT

Item	Performance Requirement	Reference	Status
Gaming Enterprise Overlay District Special Use Permit	None	ZON-20475 approved by City Council on May 16, 2007. SUP-20478 approved by City Council on September 19, 2007.	Approved

MODIFICATIONS TO DESIGN GUIDELINES

There have been two approved Major Modifications to the Design Guidelines in accordance with Section 3.03 (d). The following table is a summary of the approved changes.

MOD Number	Approval Date	Action
MOD-22589	**August 15, 2007**	**Realigned Iron Mountain Road and clarified Common Element width on certain cross sections**
MOD-25875	**February 6, 2008**	**Renamed Village Streets internal to project, updated street cross sections for new names, and clarified certain street cross section diagrams**

CONCLUSIONS

The ownership of the property has changed to Wachovia Bank (a.k.a. KAG Property LLC) thru foreclosure. This change of ownership has made the acquisition of additional parcels for the Northern Beltway no longer feasible resulting in the need to revise the land use plan to accommodate the existing diagonal beltway alignment. In light of this and the current real estate market climate, the new owners retained the services of Hart Howerton Strategic Planning Consultants to perform a strategic market analysis that produced a Summary Report of findings and potential land use recommendations. The Summary Report was presented to the City on October 2, 2009. Based on the recommendations of this report, a Conceptual Plan was created by Carwin Advisors and the City. Carwin Advisors and KTGY Planners are now in the process of refining the Conceptual Plan by creating lotting studies of various parcels. These studies are being presented to City staff for review and comment on an ongoing basis.

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 4, 2010

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

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 4, 2010

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

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: AUGUST 4, 2010

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