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.

September 1, 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 TEAM OF THE QUARTER
7. RECOGNITION OF THE LAS VEGAS HIGH SCHOOL ALUMNI ASSOCIATION
8. RECOGNITION OF THE 20TH ANNIVERSARY OF THE LIED DISCOVERY CHILDREN'S MUSEUM
9. RECOGNITION OF NATIONAL RECOVERY MONTH
10. RECOGNITION OF THE NEVADA YOUTH ALLIANCE

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BUSINESS ITEMS - MORNING

11. 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

12. Approval of the Final Minutes by reference of the regular City Council meeting of August 4, 2010

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

13. Approval of the ratification of the Commission for the Las Vegas Centennial funding allocation of $300,000 for the production of the 2011 Helldorado Rodeo located at the downtown rodeo grounds between Las Vegas Boulevard and 7th Street and Stewart Avenue to Mesquite Avenue - Ward 5 - (Barlow)

14. Approval of an Access to Equipment Yard Agreement between the City of Las Vegas and Nevada Power Company d/b/a NVEnergy to provide access to equipment and a utility yard for electrical power facilities for the Smith Center for the Performing Arts (NVE Project Number 185886) located at 361 Symphony Park Avenue (APN 139-33-610-026) - Ward 5 (Barlow)

BUSINESS DEVELOPMENT - CONSENT

15. Approval of a name change of the Las Vegas Business Center to the Urban Chamber of Commerce Business Development Center, City of Las Vegas Redevelopment Agency, located in the Las Vegas Enterprise Park on approximately 1.59 acres at 1951 Stella Lake Street (APN 139-21-313-017) – Ward 5 (Barlow)

CITY ATTORNEY - CONSENT

16. Approval of an Interlocal Agreement between the City of Las Vegas and the Regional Flood Control District for television production services

FIELD OPERATIONS - CONSENT

17. Approval of a Second Amendment to Lease Agreement between the City of Las Vegas and Vegas Valley Corporation regarding the lease of a parking lot for APN 139-34-410-154 located at 704 Las Vegas Boulevard South - Ward 3 (Reese)

18. Approval of a Restrictive Covenant and Grant of Conservation Easement from the City of Las Vegas to Southern Nevada Water Authority in accordance with the Water Smart Landscapes Program for lawn converted to drought tolerant landscaping at 900 South Durango Drive also known as Fire Station 2, APN 138-32-802-001 - Ward 2 (Wolfson)

19. Approval of a Restrictive Covenant and Grant of Conservation Easement from the City of Las Vegas to Southern Nevada Water Authority in accordance with the Water Smart Landscapes Program for lawn converted to drought tolerant landscaping at 421 South 15th Street also known as Fire Station 4, APN 139-35-413-003 - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

21. Approval of a Special Event Alcoholic Beverage License for Mexican Independence Day, Location: Agave Mexican

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Restaurant, 10820 West Charleston Boulevard, Date: September 16, 2010, Type: Special Event General, Event: Outdoor Event with Live Bands, Responsible Person in Charge: Jason Terry - Ward 2 (Wolfson)

22. Approval of a Special Event Alcoholic Beverage License for Benismi, LLC, dba Johnny Tocco's Boxing Gym, Location: 9 West Charleston Boulevard, Dates: September 3 and October 1, 2010, Type: Special Event General, Event: First Friday Open Gym, Responsible Person in Charge: Elizabeth Smith - Ward 3 (Reese)

23. Approval of a Special Event Alcoholic Beverage License for Mexican Patriotic Committee, Location: East Fremont Entertainment District, 500 Fremont Street, Dates: September 15 and 16, 2010, Type: Special Event Beer/Wine, Event: Mexican Independence Festival, Responsible Person in Charge: Gustavo Gutierrez - Ward 5 (Barlow)

24. Approval of an extension of a Temporary Tavern License for Change Ownership and Change of Business Name, From: The Square Apple, Inc., dba The Square Apple, To: Crews Tavern, Inc., dba Crews' N, 1000 East Sahara Avenue, Suite 105, Jody Tomita, Pres, Secy, 50% and Dennis Schulte, Treas, Dir, 50% - Ward 3 (Reese)

25. Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License, SB Summerhill, LLC, dba Smashburger, 7541 West Lake Mead Boulevard, Suite 110, SB Summerhill, LLC, 100%, Kimberly Gunderson, Subtrust, 24.667%, James Weidner, Subtrust, 24.667%, Alexander Weidner, Subtrust, 24.667%, Jerry & Kimberly Gunderson Trust, 26%, Jerry & Kimberly Gunderson, Co-Managers, Trustees - Ward 1 (Tarkanian)

26. Approval of an extension of a Temporary Locksmith License, Able Lock & Key, Inc., dba Able Lock & Key, 1913 East Charleston Boulevard, Sonia Osbourne, Pres, Dir, 10% and Sue Lee, Secy, Treas, 90% - Ward 3 (Reese)

27. Approval of a Change of Ownership for a Psychic Arts and Science License subject to the provisions of the Fire Dept., From: Psychic Solutions, LLC, To: Angie Marks, dba Psychic Solutions, 2925 West Sahara Avenue, Angie Marks, Owner, 100% - Ward 1 (Tarkanian)

28. Approval of an extension of a Temporary Burglar Alarm Service License, Interface Security Systems, LLC, dba Interface Security Systems, LLC, 3773 Corporate Center Drive, Michael Shaw, Mgr, Kenneth Obermeyer, Mgr, Michael McLeod, Mgr, and Interface Security Systems Holdings, Inc., 100% - Missouri

29. Approval of an extension of a Temporary Class III-A Secondhand Dealer License, Check City Partnership, LLC, dba Check City, 631 North Nellis Boulevard, Check City Partnership, LLC, 100%, Rebs, Inc., James Marchesi, Mgr and Tosh, Inc., Todd Rawle, Secy, Treas, Dir, Richard Rawle, Pres, Tracy Rawle, Shareholder, Tosh Rawle, Shareholder, Amber Callister, Shareholder - Ward 3 (Reese)

30. Approval of an extension of a Temporary Class III-A Secondhand Dealer License, Check City Partnership, LLC, dba Check City, 1990 North Rainbow Boulevard, Check City Partnership, LLC, 100%, Rebs, Inc., James Marchesi, Mgr and Tosh, Inc., Todd Rawle, Secy, Treas, Dir, Richard Rawle, Pres, Tracy Rawle, Shareholder, Tosh Rawle, Shareholder, Amber Callister, Shareholder - Ward 5 (Barlow)

31. Approval of an extension of a Temporary Class III-A Secondhand Dealer License, Check City Partnership, LLC, dba Check City, 2475 South Jones Boulevard, Suite 2, Check City Partnership, LLC, 100%, Rebs, Inc., James Marchesi, Mgr and Tosh, Inc., Todd Rawle, Secy, Treas, Dir, Richard Rawle, Pres, Tracy Rawle, Shareholder, Tosh Rawle, Shareholder, Amber Callister, Shareholder - Ward 1 (Tarkanian)

32. Approval of an extension of a Temporary Class III-A Secondhand Dealer License, Check City Partnership, LLC, dba Check City, 5861 West Craig Road, Suite 104, Check City Partnership, LLC, 100%, Rebs, Inc., James Marchesi, Mgr and Tosh, Inc., Todd Rawle, Secy, Treas, Dir, Richard Rawle, Pres, Tracy Rawle, Shareholder, Tosh Rawle, Shareholder, Amber Callister, Shareholder - Ward 6 (Ross)

33. Approval of an extension of a Temporary Class III-A Secondhand Dealer License, Check City Partnership, LLC, dba Check City, 6378 West Lake Mead Boulevard, Check City Partnership, LLC, 100%, Rebs, Inc., James Marchesi, Mgr and Tosh, Inc., Todd Rawle, Secy, Treas, Dir, Richard Rawle, Pres, Tracy Rawle, Shareholder, Tosh Rawle, Shareholder, Amber Callister, Shareholder - Ward 5 (Barlow)

34. Approval of an extension of a Temporary Class III-A Secondhand Dealer License, Check City Partnership, LLC, dba Check City, 7350 West Cheyenne Avenue, Suites 111 & 112, Check City Partnership, LLC, 100%, Rebs, Inc., James Marchesi, Mgr and Tosh, Inc., Todd Rawle, Secy, Treas, Dir, Richard Rawle, Pres, Tracy Rawle, Shareholder, Tosh Rawle, Shareholder, Amber Callister, Shareholder - Ward 4 (Anthony)

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FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

35. ABEYANCE ITEM - Approval of Contract No. 110013-JL, Legal Consulting Services for Symphony Park located at 100 South Grand Central Parkway - APNs 139-34-110-002 and 104 - City Parkway V, Inc. - Award recommended to: SANTORO, DRIGGS, WALCH, KEARNEY & THOMPSON, LTD (not-to-exceed $270,000 - City Parkway V Operating Fund) - Ward 5 (Barlow)

36. Approval of award of Contract No. 100048-TB, Electronic Plan Submission, Review and Tracking Solutions - Department of Planning and Development - Award recommended to: AVOLVE SOFTWARE CORPORATION ($632,800 - Computer Services Internal Service Fund)

37. Approval of award of Modification No. 1 to Contract No. 100030-CW, Task Order Contract for Information Technologies Consulting - Department of Information Technologies - Award recommended to: ALPHACORP DBA SIRE TECHNOLOGIES ($70,000 - Computer Services Internal Service Fund)

38. Approval of award of Contract No. 110002-PH, Fremont East Promotional Activities - Office of Business Development - Award recommended to: FREMONT EAST DOWNTOWN ENTERTAINMENT DISTRICT OWNERS CORPORATION ($80,473 - City of Las Vegas Special Improvement District Administration Special Revenue Fund) - Ward 5 (Barlow)

39. Approval of award of Contract No. 09.15341.22-DC, Design-Build of the Solar Covered Parking - Bid Lot A, Durango Hills Community Center and Centennial Hills Community Center located at 3521 North Durango Drive and 6601 North Buffalo Drive and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: TWC CONSTRUCTION ($1,196,030.65 - General Capital Projects Fund) - Wards 4 and 6 (Anthony and Ross)

PLANNING & DEVELOPMENT - CONSENT

40. Approval of the Funding Agreement for the 2010 Historic Preservation Fund (HPF) grant from the United States Department of the Interior and National Park Service, administered by the State Historic Preservation Office (SHPO) in the amount of $30,000.00 (Multi-Purpose Special Revenue Fund) for projects as identified in the attached HPF Funding Agreement - PULLED DUE TO LACK OF BACKUP

PUBLIC WORKS - CONSENT

41. Approval of an encroachment request from P.K. Thistle Architect on behalf of Harrison Properties, Ltd., owner (713 Las Vegas Boulevard South) - Ward 5 (Barlow)

42. Approval of a Rule 9 Line Extension Agreement between the City of Las Vegas and NV Energy for the extension of existing power facilities to provide power for the Neon Signage Phase 2 project located along Las Vegas Boulevard between Fremont Street and I-515 ($11,570 - Scenic Byway Grand through NDOT and matching City of Las Vegas Fund Balance) - Ward 3 (Reese)

43. Approval of the Third Amendment to Interlocal Agreement between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding in the amount of $500,000 and extend the project completion date to June 30, 2011 for the design and construction of the Downtown Connector project located along Grand Central Parkway, Casino Center Boulevard, 3rd Street, Main Street, St. Louis Avenue and Paradise Road. This Third Amendment is contingent upon approval at the September 9, 2010 RTC board meeting ($500,000 - RTC) - Wards 3 and 5 (Reese and Barlow)

44. Approval of a Substructure Installation Agreement between the City of Las Vegas and Nevada Power d/b/a NV Energy for relocation of overhead transmission lines for the City Hall project located at Main Street between Lewis Avenue and Clark Avenue ($84,638.13 - City Facilities Capital Project Fund (CPF) - Ward 3 (Reese)

RESOLUTIONS - CONSENT

45. R-57-2010 – Approval of a Resolution to terminate the City's participation in and administration of the Economic Adjustment Assistance Grant that funded the Revolving Loan Fund between 1983 through 1999 – All Wards

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DISCUSSION/ACTION ITEMS

BUSINESS DEVELOPMENT - DISCUSSION

46. Discussion and possible action regarding the Fifth Amended and Restated Disposition and Development Agreement by and between the City of Las Vegas, a municipal corporation of the State of Nevada, the City of Las Vegas Redevelopment Agency (RDA), a Public Body, and Alpha Omega Strategies, LLC., pertaining to the disposition of the real property located at 1501 North Decatur Boulevard (APN 138-25-518-002) ($325,000 – to be determined) - Ward 5 (Barlow) [NOTE: This is a related item to RDA Item 7] - PULLED DUE TO LACK OF BACKUP

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

47. Discussion and possible action regarding a Review of a Alcoholic Beverage Caterer License, Michael Angelo's Renaissance Catering, dba Renaissance Catering, 4465 Wagon Trail Avenue, Michael Napolitano, Pres, Secy, 100% - County

NEIGHBORHOOD SERVICES - DISCUSSION

48. Discussion and possible action on the Neighborhood Partners Fund (NPF) Board recommendations to allocate $55,000 (General Fund) for 19 neighborhood projects - All Wards

RESOLUTIONS - DISCUSSION

49. R-58-2010 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and Las Vegas Natural History Museum, a Nevada nonprofit corporation (CVIP Participant), located at 900 North Las Vegas Boulevard (139-26-301-005 and 006) to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 5 (Barlow) [NOTE: This item is related to RDA Item 4 (RA-14-2010)]

50. R-59-2010 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and Schiff Enterprises (Owner) and ARELNI, LLC, dba Viva Vegas Fremont II (Tenant and CVIP Participant), located at 23 Fremont Street on Fremont Street Experience (139-34-111-036) to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Reese) [NOTE: This item is related to RDA Item 5 (RA-15-2010)]

51. R-60-2010 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) between the RDA and Robert Schiff (Owner) and ARELNI, LLC d/b/a Viva Vegas Fremont II (Tenant and CVIP Participant) located at 319 Fremont Street (139-34-610-009) to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Reese) [NOTE: This item is related to RDA Item 6 (RA-16-2010)]

BOARDS & COMMISSIONS - DISCUSSION

52. NEON MUSEUM BOARD OF TRUSTEES – Councilwoman Lois Tarkanian, Class I Trustee – Term Expiration 9/15/2010

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

53. ABEYANCE ITEM – 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

54. 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

55. Bill No. 2010-35 – Repeals certain outdoor advertising restrictions concerning hotels, motels, and other lodging

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establishments, and repeals similar restrictions concerning wedding chapels. Proposed by: Bradford R. Jerbic, City Attorney

56. 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

57. 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. Sponsored by: Councilman Gary Reese

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.

58. Bill No. 2010-38 – Establishes time limits within which a member of the City Council may request reconsideration of Council action to deny a zoning-related application. (TXT-35753) Sponsored by: Councilman Steven D. Ross

59. Bill No. 2010-39 – Amends the permit requirements pertaining to group use of City parks, establishes limitations on certain law enforcement activities in City parks, provides that a portion of James Gay Park (currently a children's park) will be made available for general use, and deletes obsolete provisions relating to park use. Proposed by: Bradford R. Jerbic, City Attorney

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.

60. Bill No. 2010-40 – Authorizes under certain circumstances an extension of time regarding the expiration of certain nonconforming uses. (TXT-38702) Sponsored by: Councilman Steven D. Ross

61. Bill No. 2010-41 – Updates the City's licensing regulations governing ice cream trucks, including revised provisions concerning hours of operation and signage. Sponsored by: Councilwoman Lois Tarkanian

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

62. 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

63. Hearing and possible action to consider the appeal regarding Thirty (30) Days Vacate Nuisance Notice and Order to Comply located at 1101 North Las Vegas Boulevard. PROPERTY OWNER: BRENDA S GRIGGS - Ward 5 (Barlow)

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.

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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-38453 - EXTENSION OF TIME- SPECIAL USE PERMIT - APPLICANT/OWNER: SPECIALTY TRUST - Request for an Extension of Time of a previously approved Special Use Permit (SUP-27047) FOR A PROPOSED 3,200 SQUARE-FOOT RESTAURANT WITH DRIVE THROUGH at 6803 North Durango Drive (APN 125-20-216-002), T-C (Town Center) Zone [GC-TC (General Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends APPROVAL.

65. EOT-38454 - EXTENSION OF TIME RELATED TO EOT-38453 - SPECIAL USE PERMIT - APPLICANT/OWNER: SPECIALTY TRUST - Request for an Extension of Time of a previously approved Special Use Permit (SUP-27046) FOR A PROPOSED 5,376 SQUARE-FOOT LIQUOR ESTABLISHMENT- TAVERN at 6803 North Durango Drive (APN 125-20-216-002), T-C (Town Center) Zone [GC-TC (General Commercial) - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends APPROVAL.

PLANNING & DEVELOPMENT - ONE MOTION/ONE VOTE

THE FOLLOWING ARE ITEMS THAT MAY BE CONSIDERED IN ONE MOTION/ONE VOTE. THEY ARE CONSIDERED ROUTINE NON-PUBLIC AND PUBLIC HEARING ITEMS. ALL PUBLIC HEARINGS AND NON-PUBLIC HEARINGS WILL BE OPENED AT ONE TIME. ANY PERSON REPRESENTING AN APPLICATION OR A MEMBER OF THE PUBLIC OR A MEMBER OF THE CITY COUNCIL NOT IN AGREEMENT WITH THE CONDITIONS AND ALL STANDARD CONDITIONS FOR THE APPLICATION RECOMMENDED BY STAFF, SHOULD REQUEST TO HAVE THAT ITEM REMOVED FROM THIS PART OF THE AGENDA.

66. GPA-38525 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: COMMUNITY BANK OF NEVADA, ET AL - Request for a General Plan Amendment FROM: DR (DESERT RURAL) TO: SC (SERVICE COMMERCIAL) on 1.93 acres at 3810, 3820 and 3830 North Jones Boulevard (APNs 138-12-111-003, 004, and 005), Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

67. SUP-38590 - SPECIAL USE PERMIT RELATED TO GPA-38525 - PUBLIC HEARING - APPLICANT/OWNER: COMMUNITY BANK OF NEVADA - Request for a Special Use Permit TO RE-ESTABLISH AN ABANDONED CAR WASH, SELF-SERVICE USE WITH WAIVERS TO ALLOW THE USE TO BE LOCATED ZERO FEET FROM A RESIDENTIAL PROPERTY WHERE A MINIMUM OF 200 FEET OR AN 80-FOOT RIGHT-OF-WAY IS REQUIRED FOR SEPARATION, AND TO ALLOW THE USE TO NOT BE OPERATED IN CONJUNCTION WITH ANOTHER MOTOR VEHICLE RELATED USE at 3810 Jones Boulevard (APN 138-12-111-005), C-1 (Limited Commercial) Zone, Ward 6 (Ross). The Planning Commission (6-1 vote) and Staff recommend APPROVAL.

68. GPA-38526 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES - Request for a General Plan Amendment FROM: C (COMMERCIAL) TO: PF (PUBLIC FACILITIES) on 1.76 acres at 1300 Pauline Way (APN 162-02-501-001), Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

69. GPA-38527 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a General Plan Amendment FROM: C (COMMERCIAL) TO: PF (PUBLIC FACILITIES) on 2.53 acres at 800 North Martin L. King Boulevard (APN 139-28-701-001), Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

70. GPA-38528 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a General Plan Amendment FROM: L (LOW DENSITY RESIDENTIAL) AND PR-OS (PARKS/RECREATION/OPEN SPACE) TO: PF (PUBLIC FACILITIES) on 5.20 acres at 6230 Garwood Avenue and 6200 Hargrove Avenue (APNs 138-35-501-010, 011 and 017), Ward 1 (Tarkanian). The Planning Commission (7-0 vote)

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and Staff recommend APPROVAL.

71. GPA-38529 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES - Request for a General Plan Amendment FROM: LI/R (LIGHT INDUSTRY/RESEARCH) TO: PF (PUBLIC FACILITIES) on 14.44 acres at 245 North Pecos Road (APN 139-36-710-019), Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

72. ZON-38530 - REZONING RELATED TO GPA-38529 - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES - Request for a Rezoning FROM: M (INDUSTRIAL) TO: C-V (CIVIC) on 14.44 acres at 245 North Pecos Road (APN 139-36-710-019), Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

73. ROC-38919 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: CANYON RIDGE CHRISTIAN CHURCH - Request for a Review of Condition #2 of a previously approved Site Development Plan Review [U-0088-95(3)] WHICH REQUIRED THE REMOVAL OF THE MODULAR BUILDING on a portion of 25.14 acres at 6200 West Lone Mountain Road (APN 125-35-803-003), C-V (Civic) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

74. VAC-38583 - VACATION - PUBLIC HEARING - APPLICANT: NEON MUSEUM - OWNER: CITY OF LAS VEGAS - Petition to Vacate a five-foot wide, 220-foot long public utility easement between Las Vegas Boulevard and Encanto Drive, approximately 72 feet south of McWilliams Avenue, Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PLANNING & DEVELOPMENT - DISCUSSION

75. GPA-37567 - TABLED - RENOTIFICATION - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: JUDITH PENA - Request to Amend a portion of the Southeast Sector Plan of the General Plan FROM: L (LOW DENSITY RESIDENTIAL) TO: O (OFFICE) on 0.16 acres at 222 South Bruce Street (APN 139-35-413-100), Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

76. ZON-37568 - TABLED - RENOTIFICATION - REZONING RELATED TO GPA-37567 - PUBLIC HEARING - APPLICANT/OWNER: JUDITH PENA - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.16 acres at 222 South Bruce Street (APN 139-35-413-100), Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

77. VAR-37570 - TABLED - RENOTIFICATION - VARIANCE RELATED TO GPA-37567 AND ZON-37568 - PUBLIC HEARING - APPLICANT/OWNER: JUDITH PENA - Request for a Variance TO ALLOW FOUR PARKING SPACES WHERE SEVEN SPACES ARE REQUIRED on 0.16 acres at 222 South Bruce Street (APN 139-35-413-100), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking)], Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

78. VAR-37976 - TABLED - RENOTIFICATION - VARIANCE RELATED TO GPA-37567, ZON-37568 AND VAR-37570 - PUBLIC HEARING - APPLICANT/OWNER: JUDITH PENA - Request for a Variance TO ALLOW A FOUR-FOOT SETBACK FROM THE WEST PROPERTY LINE WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A FIVE-FOOT SETBACK on 0.16 acres at 222 South Bruce Street (APN 139-35-413-100), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking)], Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

79. SDR-37569 - TABLED - RENOTIFICATION - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-37567, ZON-37568, VAR-37570 AND VAR-37976 - PUBLIC HEARING - APPLICANT/OWNER: JUDITH PENA - Request for a Site Development Plan Review FOR THE CONVERSION OF AN EXISTING 1,890 SQUARE-FOOT RESIDENCE TO AN OFFICE AND WAIVERS OF PERIMETER LANDSCAPE STANDARDS TO ALLOW ZERO-FOOT BUFFERS ALONG THE SOUTH AND EAST PERIMETERS WHERE 15 FEET IS REQUIRED AND ZERO-FOOT BUFFERS ALONG THE NORTH AND WEST PERIMETERS WHERE EIGHT FEET IS REQUIRED on 0.16 acres at 222 South Bruce Street (APN 139-35-413-100), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking)], Ward 3 (Reese). NOTE: THE WAIVERS TO ALLOW A ZERO-FOOT BUFFER ALONG THE SOUTH PERIMETER WHERE 15 FEET IS REQUIRED AND A ZERO-FOOT BUFFER ALONG THE NORTH PERIMETER WHERE EIGHT FEET IS REQUIRED ARE NO LONGER NEEDED The Planning Commission (7-0 vote) and Staff recommend DENIAL.

DRAFT

80. SUP-37017 - TABLED - RENOTIFICATION - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CALVIN PETERSON - OWNER: KIMTARI FORTSON, ET AL – Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR AN AUTO REPAIR GARAGE, MINOR, WITH SERVICE BAY DOORS FACING THE PUBLIC RIGHT-OF-WAY on .44 acres at 1501 West Carey Avenue (APN 139-21-102-004), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). The Planning Commission (6-0 vote) and Staff recommend DENIAL.

81. SUP-38137 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: FUTURA ENVIA, INC. - OWNER: THRIFTY PAYLESS, INC. - Request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED WITH WAIVERS TO ALLOW A 60-FOOT DISTANCE SEPARATION FROM A RESIDENTIAL USE WHERE 200 FEET IS REQUIRED; AN 820-FOOT DISTANCE SEPARATION FROM A FINANCIAL INSTITUTION, SPECIFIED WHERE 1,000 FEET IS REQUIRED AND TO ALLOW 900 SQUARE FEET OF FLOOR AREA WHERE 1,500 SQUARE FEET IS REQUIRED at 3882 West Sahara Avenue (APN 162-06-813-005), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

82. ZON-38618 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: TEAMSTERS LOCAL UNION 631 - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: C-1 (LIMITED COMMERCIAL) on 2.14 acres adjacent to the west side of Lamb Boulevard, approximately 285 feet north of Bonanza Road (APNs 140-30-803-006 and 007), Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

83. VAR-38328 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: KOHAVA AND AZRIKAM COHEN - Request for a Variance TO ALLOW A FOUR-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED FOR AN EXISTING ENCLOSED ATTACHED CARPORT on 0.18 acres at 4718 Lorna Place (APN 139-31-310-002), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL.

84. VAR-38582 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: ANN AND NED BUSCH - Request for a Variance TO ALLOW TWO ACCESSORY STRUCTURES (CLASS II) (PRIVATE HORSE STABLE AND HAY BARN) FOR A TOTAL OF 7,983 SQUARE-FEET WHERE 1,308 SQUARE FEET IS THE MAXIMUM FLOOR AREA ALLOWED on 2.48 acres approximately 200 feet east of Campbell Drive and approximately 700 feet north of Charleston Boulevard (APNs 139-32-405-008, 009, 011, and 012), R-E (Residence Estates) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

85. SUP-38573 - SPECIAL USE PERMIT RELATED TO VAR-38582 - PUBLIC HEARING - APPLICANT/OWNER: ANN AND NED BUSCH - Request for a Special Use Permit FOR A PROPOSED HORSE CORRAL OR STABLE (PRIVATE) located approximately 200 feet east of Campbell Drive and approximately 700 feet north of Charleston Boulevard (APNs 139-32-405-008, 009, 011, and 012), R-E (Residence Estates) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

86. SUP-38533 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: LOANEX - OWNER: DECATUR-OAKEY PLAZA LIMITED PARTNERSHIP - Request for a Special Use Permit FOR A PROPOSED AUTO TITLE LOAN USE WITHIN AN EXISTING 750 SQUARE-FOOT NON-CONFORMING FINANCIAL INSTITUTION, SPECIFIED AND A WAIVER TO ALLOW 750 SQUARE FEET OF FLOOR AREA WHERE 1,500 SQUARE FEET IS REQUIRED at 1620 South Decatur Boulevard, Suite A (APN 163-01-602-005), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

87. SUP-38534 - SPECIAL USE PERMIT RELATED TO SUP-38533 - PUBLIC HEARING - APPLICANT: LOANEX - OWNER: DECATUR-OAKEY PLAZA LIMITED PARTNERSHIP - Request for a Special Use Permit FOR A PROPOSED SECONDHAND DEALER USE (JEWELRY) WITHIN AN EXISTING 750 SQUARE-FOOT FINANCIAL INSTITUTION, SPECIFIED at 1620 South Decatur Boulevard, Suite A (APN 163-01-602-005), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

88. SUP-38536 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: WAI CHUN GINN – Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT WITHIN AN EXISTING 1,996 SQUARE-FOOT CONVENIENCE STORE WITH A WAIVER TO ALLOW A 313-FOOT DISTANCE SEPARATION FROM A CHILD CARE FACILITY WHERE 400 FEET IS REQUIRED at 1451 West Owens Avenue (APN 139-28-501-001), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (4-3 vote) recommends DENIAL. Staff recommends APPROVAL.

DRAFT

89. ROC-38969 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: GARRET GROUP, LLC - Request for a Review of Condition to remove Condition Number 4 of a previously approved Special Use Permit (SUP-24192) WHICH STATED THAT THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE OF BEER, WINE COOLERS OR SCREW CAP WINE IS PROHIBITED. ALL SUCH PRODUCTS SHALL REMAIN IN THEIR ORIGINAL CONFIGURATIONS AS SHIPPED BY THE MANUFACTURER. FURTHER, NO REPACKAGING OF CONTAINERS INTO GROUPS SMALLER THAN THE ORIGINAL SHIPPING CONTAINER SIZE SHALL BE PERMITTED at 2237 West Charleston Boulevard (APN 162-04-101-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

SET DATE

90. 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

91. 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

92. 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: SEPTEMBER 1, 2010

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

SUBJECT:
INVOCATION –

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 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: SEPTEMBER 1, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE TEAM OF THE QUARTER

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE LAS VEGAS HIGH SCHOOL ALUMNI ASSOCIATION

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE 20TH ANNIVERSARY OF THE LIED DISCOVERY CHILDREN'S MUSEUM

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF NATIONAL RECOVERY MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE NEVADA YOUTH ALLIANCE

City of Las Vegas

Agenda Item No.: **11.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 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.: **12.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 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 August 4, 2010

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
ADMINISTRATIVE:

Approval of the ratification of the Commission for the Las Vegas Centennial funding allocation of $300,000 for the production of the 2011 Helldorado Rodeo located at the downtown rodeo grounds between Las Vegas Boulevard and 7th Street and Stewart Avenue to Mesquite Avenue - Ward 5 - (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $300,000.00
Funding Source: License Plate Revenue
Dept./Division: Commission for Las Vegas Centennial

PURPOSE/BACKGROUND:
An allocation of $300,000 was approved by the Commission for the Las Vegas Centennial for the production expenses related to the 2011 Helldorado Rodeo. Per the operating agreement for the Commission of the Las Vegas Centennial, any funding over $100,000 must have council ratification.

RECOMMENDATION:
It is recommended that City Council approve the Commission's funding allocation of $300,000 for the production of the Helldorado Rodeo.

BACKUP DOCUMENTATION:
Commission for the Las Vegas Centennial Grant Agreement for Las Vegas Helldorado Rodeo

COMMISSION FOR THE LAS VEGAS CENTENNIAL
GRANT AGREEMENT FOR
LAS VEGAS HELLDORADO RODEO

THIS AGREEMENT is made and entered into this _____ day of _____, 2010, by and between the Commission for the Las Vegas Centennial, a Nevada non-profit corporation, located at 400 Stewart Avenue, 8th Floor, Las Vegas, Nevada 89101 (hereinafter "Centennial Committee") and Las Vegas Elks Lodge #1468, a Nevada non-profit corporation, located at 4100 W. Charleston Boulevard, Las Vegas, Nevada 89102 (hereinafter the "Elks").

WHEREAS, the Centennial Committee supports projects relating to the commemoration of the history of the City of Las Vegas; and

WHEREAS, the Elks were first chartered in Las Vegas in 1923 as Lodge of the BPOE; and

WHEREAS, the Las Vegas Helldorado Parade was a community event, produced by the Elks, which dates back to 1934 and the Las Vegas Helldorado Rodeo was a sanctioned PRCA rodeo event which started in 1944 and was produced by the Elks; and

WHEREAS, together, the Parade and the Rodeo were recognized as an annual community event in Las Vegas which has been historically known as the Las Vegas Helldorado Days; and

WHEREAS, the Elks have historically been the founder, producer and promoter of the Las Vegas Helldorado Days and maintain registered and common law rights to the said trade names, trademarks and other licenses associated therewith; and

WHEREAS, the Elks have requested Centennial Grant funds to assist with the production and implementation of the Las Vegas Helldorado Rodeo.

NOW, THEREFORE, the Centennial Committee and the Elks agree to the following:

1.0 The Elks shall produce and create the following:

A. Name: LAS VEGAS HELLDORADO DAYS 2011

B. Project Person: Duane LaDuke

C. Project or Events: Helldorado Rodeo ("Event")

D. Event Dates: May 12 through 15, 2011

E. Scope of Services: In consideration of the Grant funds to be received from the Centennial Committee, the Elks will provide the following services:

(1.) Coordinate various related aspects of the rodeo, carnival and exhibitors, including but not limited to, the contracting and procurement of dirt, lights, grandstands, related equipment, security, temporary offices for staff, staffing, signage, refuse collection, first aid assistance and equipment, PRCA Judges, stock contractor and site preparation;

(2.) Work with the Executive Director of the Centennial Committee and the Rodeo Committee in planning, managing and implementing Las Vegas Helldorado Days 2011;

(3.) Obtain sponsorships and advertising for Las Vegas Helldorado Days 2011.

(4.) Submit an application to the PRCA for a sanctioned professional rodeo event to be held on May 12 through 15, 2011.

2.0 Grant Amount. The Centennial Committee shall provide the Elks a grant in the amount of Three Hundred Thousand and 00/100 Dollars ($300,000.00) ("Grant" or "Centennial Grant") for the services provided in Section 1.0 by the Elks. The Elks agree to submit to the Office of the Centennial Committee for approval copies of invoices, receipts, cancelled checks or other related documents which evidence the production costs incurred in providing the services. If the services provided by the Elks exceeds Three Hundred Thousand and 00/100 ($300,000.00), such excess costs shall be the responsibility of the Elks.

3.0 Acknowledged of the Centennial Committee. Elks hereby agrees to acknowledge the Commission for the Las Vegas Centennial as a supporter of this Event in all promotional materials, including, but not limited to, print media, radio, television and electronic media regarding the Las Vegas Helldorado Days 2011.

4.0 Payments to Elks. The Centennial Committee agrees to disburse the Centennial Grant to the Elks in three (3) payments as follows: (a.) $100,000 on October 10, 2010; (b.) $100,000 on January 10, 2011; and (c.) $100,000 on March 10, 2011. In order to receive each payment of the grant monies provided by this Agreement, the Elks shall submit no later than the first (1st) of October, 2010, January 2011 and March 2011, a request for payment along with all necessary documentation to evidence the services incurred or to be incurred as stated in the Scope of Services to the Office of the Centennial Committee, Attention Executive Director. The Centennial Committee shall review and request further documentation as deemed necessary by the Executive Director to determine satisfactory approval of the Elks' request for payment. All checks to Elks shall be made payable to Las Vegas Elks Helldorado Days.

5.0 Laws and Statutes. The Elks will comply with all federal, state and local laws and regulations relative to conducting or performing work on this documentary in the City of Las Vegas and the County of Clark, Nevada.

6.0 Insurance. The Elks shall maintain comprehensive general liability insurance coverage in a sufficient amount to cover bodily injury and property damage throughout the Event.

7.0 Governing Law/Venue of Action. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada.

8.0 Indemnification. Notwithstanding any of the insurance requirements set forth herein. The Elks shall protect, indemnify and hold the Commission for the Las Vegas Centennial, its Committees, working groups, its officers, employees, volunteers, agents, and the City of Las Vegas harmless from and against any and all third-party claims arising under this Agreement.

9.0 Termination for Cause. The Centennial Committee shall have the right at any time to terminate further performance of this Agreement, in whole or in part, for any cause including, but not limited to, the failure of the Elks to perform this Agreement in accordance with its terms, the failure to obtain sufficient sponsorship funds, as determined by the Centennial Committee, to produce the rodeo event or the failure to obtain approval of the PRCA Application for the rodeo Such termination shall be effected by providing thirty (30) days prior written notice from the Centennial Committee to the Elks, Attention: Duane LaDuke, specifying the extent and effective date of the termination. Upon termination of this Agreement, the Centennial Committee shall not be responsible to the Elks for any further payments from the Centennial Grant provided by this Agreement and the Elks agrees to not request any payment of the Centennial Grant funds provided herein.

10.0 Independent Contractor. The Elks are deemed to be an Independent Contractor under this Agreement and shall be not deemed a partner, joint venture or employee of the Centennial Committee.

11.0 Warranty. The Elks warrant that all services performed are in accordance with current, sound and generally accepted industry practices in the appropriate fields and that the services are in conformance with any specification/statement of work contained or referenced in this Agreement.

12.0 Force Majeure. The Elks are excused from performance by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government.

13.0 Assignment/Modification. This Agreement is not assignable without the prior written consent of the Centennial Committee. This Agreement sets forth the entire understanding of the parties and only may be modified through a bilaterally executed writing.

14.0 Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding.

15.0 Report to Centennial Committee and Reconciliation. The Elks agree to provide to the Centennial Committee, no later than two (2) months from the date of the rodeo Event, a financial statement which accounts for the revenue and expenses incurred for the rodeo Event. The Centennial Committee shall review this report to determine if the Centennial Grant funds were expended for the purpose of the rodeo Event as set forth in this Agreement. If it is determined

that Centennial Grant funds were used for other than the expenses of the rodeo Event as contemplated by this Agreement, the Elks agree to reimburse the Centennial Committee for the amount of the ineligible expense no later than thirty (30) days of written notification from the Centennial Committee.

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

COMMISSION FOR THE LAS VEGAS CENTENNIAL

By: _____
Oscar B. Goodman, President

ATTEST:

_____
Esther Carter, Secretary

APPROVED AS TO FORM:

_____ 8/18/10
Date

LAS VEGAS ELKS LODGE #1468

By: _____ By: _____

Title: Trustee Title: Trustee

By: _____ By: _____

Title: Trustee Title: Trustee

By: _____

Title: Trustee

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
ADMINISTRATIVE:

Approval of an Access to Equipment Yard Agreement between the City of Las Vegas and Nevada Power Company d/b/a NVEnergy to provide access to equipment and a utility yard for electrical power facilities for the Smith Center for the Performing Arts (NVE Project Number 185886) located at 361 Symphony Park Avenue (APN 139-33-610-026) - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas is currently working with NVEnergy to design and construct the utility improvements associated with NVE Project Number 185886. This agreement will provide NVEnergy access to the equipment and utility yard at the Smith Center for the Performing Arts Center at the Symphony Park development.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Access to Equipment Yard Agreement

APN: 139-33-610-026

WHEN RECORDED MAIL TO:
Land Services
NV Energy
P.O. Box 98910 MS 9
Las Vegas, NV 89151-0001

ACCESS TO EQUIPMENT YARD AGREEMENT

This Access to Equipment Easement Agreement ("**Agreement**") is made and entered into on _____, 2010 by and between Nevada Power Company, a Nevada corporation, d/b/a NV Energy ("**Grantee**"), and the City of Las Vegas, a political subdivision of the State of Nevada, ("**Grantor**") (individually, a "**party**" and, collectively, the "**parties**").

RECITALS

A. Grantor will construct or has constructed a fenced, but otherwise unenclosed, utility yard located on real property identified by Clark County Assessor's Parcel Number **139-33-610-026** and identified on Exhibit A attached to this Agreement (the "Premises").

B. Grantor has requested Grantee to install facilities to provide electric service to UP-Las Vegas Performing Arts Center Drawing No. 185886 on file with Grantee's Land Services Department

C. Grantor will configure the utility yard located on the Premises and provide Grantee with access to the utility yard.

AGREEMENT

NOW THEREFORE, in consideration of the recitals, covenants, terms and conditions set forth herein, Grantor and Grantee agree as follows:

1. Grantor represents and warrants that it owns the Premises. Within 10 days of Grantee's written request, Grantor must furnish Grantee with documentation sufficient to evidence Grantor's ownership of, and title to, the Premises.

2. Grantor hereby grants and conveys to Grantee and its employees, representatives, and assigns a perpetual right and easement for the free and unrestricted ingress and egress over, across and upon such portions of the Premises and the utility yard

described in Exhibit A hereto as is necessary for Grantee to directly access the utility yard and Grantee's facilities.

3. Grantor is responsible for locating and configuring the electric service entrance and the utility yard consistent with the requirements set forth in this Section 3, in exhibit B, Utility Yard Detail, and in Exhibit C, Metering and Service Installation Standards, attached hereto. Grantor must install a dual hasp locking system on the utility yard gates so that Grantee can provide its own padlock if the utility yard gates are to be locked. Grantor must place a conspicuous, permanent designation or sign on the outside of the utility yard identifying the area as the "utility yard".

4. Grantor must not modify or alter the utility yard in any way that will jeopardize Grantee's clearances, or obstruct or restrict Grantee's direct outside access to the utility yard as described on Exhibit B and Exhibit C. Grantee will cooperate with Grantor in relocating Grantee's facilities to maintain such clearances and access if required for any future modification of the utility yard; however, any such relocation will be at Grantor's cost.

5. Grantor must provide Grantee twenty-four (24) hour direct outside access to the utility yard and all Grantee facilities, as follows:

    a. Grantee's employees and other persons authorized by Grantee shall have the right to enter the Premises without prior permission or notification of Grantor, or any lessee or sub-lessee of Grantor, and take such action as Grantee deems necessary to obtain access to the utility yard and Grantee's facilities, for the purposes of reading, maintaining, adding to, inspecting, operating, repairing, installing, replacing, testing, or removing any metering equipment, wiring, plant, or other Grantee facilities.

    b. Grantor must keep the utility yard free from obstruction and must not permit anything to be stored in the utility yard, including by way of example: boxes, ladders, or maintenance equipment. Grantor must keep clear and maintain safe access to the utility yard and must not permit any animal, which may be perceived as a threat to personal safety, to impede Grantee's access to the utility yard.

    c. If Grantee is unable to access the Premises, the utility yard or Grantee facilities or if Grantor otherwise fails to provide access consistent with the terms of this Agreement, Grantor acknowledges and agrees that Grantee may disconnect electric service to the utility yard, in accordance with Grantee's electric service tariff which may be found at http://www.nevadapower.com/rates/tariff. After Grantor reestablishes safe

and unobstructed access consistent with its obligation under this Agreement, Grantor must pay Grantee a reconnection fee to resume electric service.

6. Grantor agrees and understands this Agreement shall be recorded by Grantee and is intended to be a covenant running with the Premises.

IN WITNESS WHEREOF, Grantor executes this Agreement this _ day of _____ _____, 2010.

CITY OF LAS VEGAS

_____
By: Oscar B. Goodman
Title: Mayor

Approved As To Form

_____
Deputy City Attorney
John S. Ridilla
Deputy City Attorney

Attest:

_____

State of Nevada)
) Ss.
County of Clark)

This instrument was acknowledged before me on _____, 2010 by _____ as _____ of the City of Las Vegas.

_____
Notary Signature

Seal Area →

THIS AGREEMENT shall be in full force and effect when duly signed and dated by the appropriate representative of Grantee. A copy will be mailed to Grantor at Grantor's mailing address.

NEVADA POWER COMPANY

BY _____
James R. Saavedra, P.E.
Director, Land Services

State of Nevada)
) Ss.
County of Clark)

This instrument was acknowledged on _____, 2010, by James R. Saavedra as Director, Land Services of Nevada Power Company.

_____
Notary Signature

Seal Area →

RW# 0014-10dak
Proj. # 185886
Project Name: UP-Las Vegas Performing Arts Center
Reference Document: 20090511:04433
EQUIPMENT ACCESS YRD AGR

EXHIBIT A

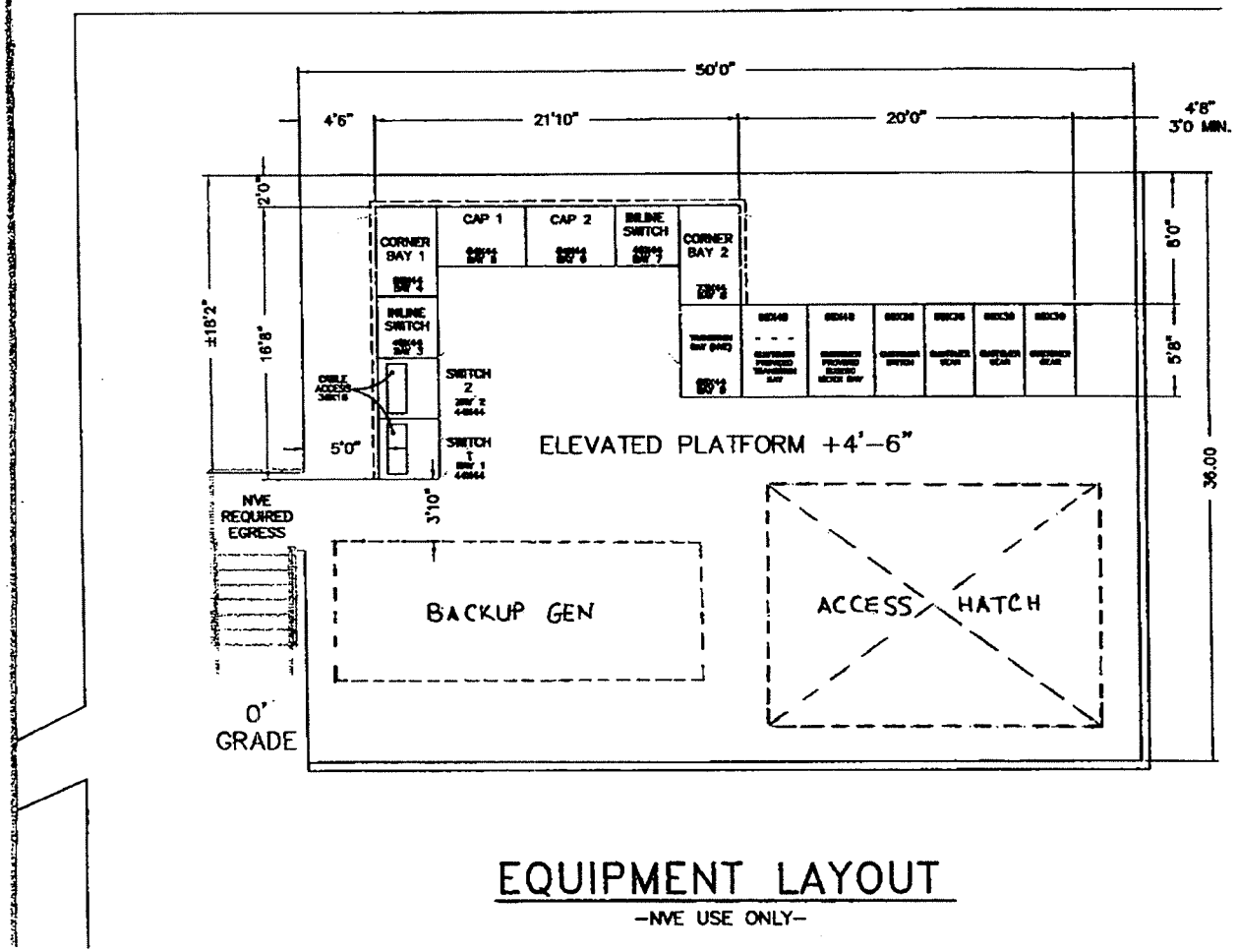
The above referred to parcel of land, situate in the City of Las Vegas, State of Nevada is the following described portion of PARKWAY CENTER, which is located in portions of Sections 27, 28, 33 and 34, Township 20 South, Range 61 East, M.D.M., Nevada, per Book 53 of Plats, Page 61, recorded August 13, 1992 as Instrument No. 00598 in Book 920813, Official Records, Clark County, Nevada, described as follows:

That portion of Lot 5 in said Subdivision as described in Quitclaim Deed recorded as Instrument No. 0004433 in Book 20090511, Official Records, Clark County, Nevada.

EXHIBIT B

UTILITY YARD DETAIL
(TO BE ATTACHED)

EXHIBIT "B"



EQUIPMENT LAYOUT

-NVE USE ONLY-

EXHIBIT "B"

Exhibit C

Metering and Service Installation Standards

All electrical facilities installed within said utility yard shall be installed per the requirements of the Distribution ESR Standards of Nevada Power Company.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a name change of the Las Vegas Business Center to the Urban Chamber of Commerce Business Development Center, City of Las Vegas Redevelopment Agency, located in the Las Vegas Enterprise Park on approximately 1.59 acres at 1951 Stella Lake Street (APN 139-21-313-017) – Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The purpose of the name change is to recognize the Business Development Center's partnership, mission and future prospective owner with the agreement that was established between the City of Las Vegas Redevelopment Agency and the Urban Chamber of Commerce (UCC) on March 17, 2010. This will authorize staff to work with UCC to place new signs on the property.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Sub-Lease and Operating Agreement
2. Before and After Renderings of Signage
3. Site Map

SUB-LEASE AND OPERATING AGREEMENT BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND THE URBAN CHAMBER OF COMMERCE FOR THE LAS VEGAS BUSINESS CENTER

THIS SUB-LEASE AND OPERATING AGREEMENT, (hereinafter "Sub-Lease") is made and entered into this ____ day of _____, 2010, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY (hereinafter "Agency" or "Sub-Lessor") and URBAN CHAMBER OF COMMERCE ("Sub-Lessee").

WITNESSETH:

WHEREAS, the City of Las Vegas owns the real property and improvements located thereon at 1951 Stella Lake Street in Las Vegas, Nevada, commonly known and referred to as the "Las Vegas Business Center" ("LVBC") whose location is depicted on the Site Map, Exhibit "A" attached hereto; and

WHEREAS, in accordance with Nevada Revised Statutes ("NRS") Chapter 279.470, Sub-Lessor will sub-lease the LBVC from the City of Las Vegas to encourage the creation of new businesses, jobs or other business opportunities for nearby residents; and,

WHEREAS, the LVBC is located in the Redevelopment Area and is ideally suited for the operation of a business incubator and sub-leasing of light industrial/office space to encourage the creation of new businesses, jobs or other business opportunities for nearby residents; and,

WHEREAS, Sub-Lessor will in turn lease suite numbers 14, 15 and 25 which total approximately 623 square feet for One Dollar ($1.00) per month in the LVBC to Sub-Lessee and, in lieu of fair market value rent, Sub-Lessee will provide general office administration, building management, training and mentoring services and certain performance requirements as set forth in the Sub-Lease; and,

WHEREAS, the City of Las Vegas ("City") and Sub-Lessee were previously under a Disposition and Development Agreement dated March 17, 2004 ("DDA") to construct and operate a multi-use business incubator and business services center ("Project") in the Las Vegas Enterprise Park ("LVEP"); and,

WHEREAS, the City previously conveyed fee simple title to a 3.34 acre parcel in LVEP ("Site") to Sub-Lessee for the Project; and,

WHEREAS, Sub-Lessee was unable to begin construction of the Project due to a shortfall in the construction budget prior to the expiration of the DDA; and,

WHEREAS, Sub-Lessee has conveyed title to the Site back to the City due to the expiration of the DDA and as a condition precedent to Lessor entering into this Sub-Lease with Sub-Lessee;

NOW, THEREFORE, in consideration of the foregoing and the covenants, terms and conditions herein contained, the parties agree as follows:

1. **LEASE OF PREMISES.**

Sub-Lessor hereby leases to Sub-Lessee, and Sub-Lessee hereby leases from Sub-Lessor, approximately 623 square feet of office space located in the front of the building of the LVBC consisting of suite numbers 14, 15 and 25 (the "Premises") in accordance with the provisions of this Sub-Lease, as more fully depicted on the Premises - Floor Plan, Exhibit "B", attached hereto.

Sub-Lessor and Sub-Lessee agree that Sub-Lessee may request to lease additional square footage in the LVBC at the going market rate (triple net) at that time of said request during the term of the Sub-Lease.

2. **COMMENCEMENT DATE.**

The "Commencement Date" and effective date of this Sub-Lease shall be the date this Sub-Lease is approved by the City of Las Vegas Redevelopment Agency Board ("Agency Board").

3. **RENT.**

a. Sub-Lessee agrees to pay Sub-Lessor, at such place as Sub-Lessor may designate, without prior demand there for and without any deduction or setoff whatsoever, except as provided herein, the sum of One Dollar ($1.00) per month. The Lessee's obligation to commence paying rent shall start on the Commencement Date as set forth above.

b. During the first six months, Sub-Lessor and Sub-Lessee will meet on a monthly basis to develop a plan for the financial management of the LVBC.

4. **USE.**

Sub-Lessee shall use the Premises solely for:

a. Conducting its business to support and encourage the local business community and provide related services under the trade name: Urban Chamber of Commerce.

b. General office administration, building management, training and mentoring for the LVBC as follows:

i. Answering telephone, recording telephone messages, making appointments, stocking copiers and fax machines with paper, and greeting and directing walk-ins at the facility.

ii. Scheduling, coordinating, and managing conference room calendar and related activities.

iii. Maintaining a professional office and common area appearance.

iv. Managing common area maintenance.

v. Providing call service for office equipment maintenance.

vi. Providing call service for any exterior maintenance concerns.

vii. Operating the LBVC facility during the business week- Monday through Friday, during the hours of operations, 8 A.M. to 5 P.M.

viii. Mentoring services for the Center;

(1) Services provided by the Urban Chamber to include training programs, workshops, lectures and special events in cooperation with area education institutions, business development agencies, corporations, non-profit entities, and Urban Chamber members, in an effort to support the mission of the LVBC and the Urban Chamber of Commerce.

(2) Services provided by others through the Urban Chamber to include training programs, workshops, lectures and special events in cooperation with area education institutions, business development agencies, corporations, non-profit entities, Urban Chamber members, in an effort to support the mission of the LVBC and the Urban Chamber of Commerce.

Sub-Lessee shall not use or permit the Premises to be used for any other purposes except with the written consent of Sub-Lessor.

5. **TERM OF LEASE.**

Unless earlier terminated in accordance with Section 39 and subject to the Option Period provision contained in Section 7 below, this Sub-Lease shall be for a term of five (5) years ("Term"), beginning, on the Commencement Date, as defined in Section Three, and ending five (5) years thereafter ("Expiration Date").

6. **PERFORMANCE REQUIREMENTS AND TRANSITION TO THE URBAN CHAMBER.**

During the initial five (5) year term the Agency and Sub-Lessee will develop a performance program that will culminate in the transition of responsibilities of the Las Vegas Business Center and Incubator and the facility from the Agency to the Sub-Lessee (the "Performance Period").

An outline of the transition will be as follows (collectively the "Performance Threshold"):

a. During the first six (6) months, Sub-Lessee will develop a draft Business Plan for their operations at the Premises.

b. The Business Plan will outline goals and timetable for achieving those goals.

c. During the first six (6) months, on a monthly basis the Agency will meet with the Sub-Lessee to review the development of the Business Plan.

d. Once the Business Plan is completed and approved, the Agency and the Sub-Lessee will meet on a quarterly schedule to review the actual progress of the Performance Thresholds, including reviewing the Sub-Lessee's new responsibilities for transition as follows:

i. Working with clients on mentoring needs.
ii. Working with mentoring providers.
iii. Enlisting mentoring service providers.
iv. Marketing the LVBC/Incubator and services & programs.
v. Programming mentoring services.
vi. Monitoring LVBC and Incubator tenants progress.
vii. CDBG/EDA Compliance reporting.
viii. Tenant recruiting.
ix. Tenant counseling.
x. Sub-leasing of light industrial, office and virtual spaces.

7. **OPTION PERIOD**.

Should Sub-Lessee achieve the Performance Threshold during the Performance Period and it is not in default of any other provision of this Sub-Lease, Sub-Lessee will be entitled to the right to request a new lease from Sub-Lessor, for a term of five (5) years ("Option Period") with one additional five (5) year term option ("Additional Option Period").

The granting of a new lease to Sub-Lessee for the Option Period will be at the sole discretion of the Agency Board at the time of Sub-Lessee's request for a new lease, which approval shall not be unreasonable withheld.

8. **COMMON AREA**.

Sub-Lessor, without any offset in rent or other compensation to Sub-Lessee, reserves the right to access and use Suite No.30, designated on the Common Area – Floor Plan, Exhibit "C-2", as follows:

a. Unrestricted access and exclusive use of the portion of the Common Area designated as "Storage".

b. Unrestricted access and shared use of the portion of the Common Area designated as "Training Center".

9. **POLICIES AND PROCEDURES**.

Within six (6) months following the Commencement Date, Sub-Lessee will develop and implement policies and procedures for the operation of a business incubator and property management of the office/light industrial space at the Premises ("Policies and Procedures"). Said Policies and Procedures shall include but, are not limited to, sublease and/or license agreements for the Premises. Sub-Lessor will have the right to review and approve all Policies and Procedures adopted by Sub-Lessee.

10. **APPOINTMENT OF TENANT REVIEW SUB-COMMITTEE.**

The Agency, and Sub-Lessee, shall initially, along with the City, appoint a Tenant Review Sub-Committee for the LVBC which shall consist of not less than three (3) persons consisting of at least the following: one member from the City or its designated representative, one from the Agency or its designated representative and one from the Sub-Lessee or its designated representative. The City, Agency and Sub-Lessee shall each retain the right to appoint or replace its representative member of the Tenant Review Sub-Committee throughout the term of the Sub-Lease.

11. **APPROVAL AND CONFORMITY OF INCUBATOR TENANTS.**

The Tenant Review Sub-Committee shall be responsible for reviewing prospective tenant applicants and determining which tenants will be eligible for the incubator program at the LVBC based upon the following, but not limited to, criteria:

a. Developed Business Plans.

b. Compliance with the City's Business Licensing.

c. Compliance with the City's Zoning Code.

Upon conformity to the above criteria and other criteria for tenants at the LVBC, each business tenant, on a case by case basis, shall, at the reasonable discretion of the Tenant Review Sub-Committee, be granted or denied acceptance into the incubator program at the LVBC.

12. **ANNUAL NON-APPROPRIATIONS CLAUSE**.

The payment of any operating costs subsidy by Sub-Lessor will be subject to an annual budget approval by the Agency Board, as well as, the availability of Agency funds.

13. **PREVAILING WAGE AND EMPLOYMENT PLAN REQUIREMENTS**.

Sub-Lessee acknowledges and agrees that:

a. The Premises are being leased to it in accordance with the Agency's powers pursuant to Nevada Revised Statutes (NRS) Chapter 279. As such, pursuant to NRS 279.500(2) any construction or renovation work done to Premises on behalf of Sub-Lessee will be subject to the provisions of NRS 338.010 to 338.090, inclusive, requiring the payment of prevailing wages, to the same extent as if the Agency had awarded the contract for the construction.

b. Prior to its execution of this Sub-Lease, Sub-Lessee has submitted to the Agency an Employment Plan that meets the requirements of NRS 279.482, as well as, the Employment Plan Policies and Procedures of the Agency (hereinafter the "Employment Plan").

c. Sub-Lessee will fully comply with all provisions of the Employment Plan, attached hereto as Exhibit "D".

14. **ECONOMIC DEVELOPMENT ADMINISTRATION DEED COVENANT**.

To the extent applicable to the Sub-Lessee's use of the Premises, Sub-Lessee acknowledges and agrees to fully comply with any all use restrictions for the Premises contained in the COVENANT OF PURPOSE, USE AND OWNERSHIP dated June 30, 1997 between the City of Las Vegas and the Economic Development Division, United States of America recorded July 2, 1997 in Book 970702 as Document No. 00649, Clark County Records, Nevada, a copy of which is hereto attached as Exhibit "E".

15. **ECONOMIC DEVELOPMENT ADMINISTRATION AND U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REQUIREMENTS**.

The construction of the LVBC by the City of Las Vegas was funded, in part, using grant funds from the Economic Development Administration (hereinafter "EDA") and the U.S. Department of Housing and Urban Development (hereinafter "HUD"). As a consequence of using EDA and HUD grant funds to construct the LVBC, the City is obligated by Federal law to comply with use restrictions and reporting requirements (hereinafter "Federal Grant Requirements") for as long as it owns the LVBC as further disclosed in the Federal Grant Requirements, Exhibit "F", attached hereto.

The Sub-Lessee hereby acknowledges the existence of the Federal Grant Requirements and agrees to fully comply with said requirements. In addition, the Sub-Lessee also agrees to provide its full cooperation to the Sub-Lessor (as requested) to meet the Federal Grant Requirements.

Lastly, the Sub-Lessee acknowledges and agrees that any other Sub-Lease or License Agreement for space in the LVBC will contain language (substantially the same as Exhibit "F") to require compliance with the Federal Grant Requirements.

16. **CONDITION OF PREMISES.**

The Premises are leased to Sub-Lessee on an "as-is" basis. Sub-Lesser makes no other warranty concerning the Premises and shall have no obligation to construct any improvements other than those that exist at the Commencement Date.

17. **LAWS, WASTE, NUISANCE.**

Sub-Lessee covenants that it:

a. Will not use or suffer or permit any person or persons to use the Premises or any part thereof for conducting thereon any activity not authorized in this Lease.

b. Will comply with all laws, ordinances, regulations and requirements, now in force or which hereafter may be in force, of any lawful governmental body or authority having jurisdiction over the Premises.

c. Will keep the Premises and every part thereof in a clean, neat and orderly condition, and will in all respects and at all times fully comply with all health and police regulations.

d. Will not suffer, permit or commit any nuisance or waste on the Premises.

18. **ALTERATIONS, ADDITIONS AND IMPROVEMENTS.**

At any time during the Term or any Option Period, Sub-Lessee, subject to the prior written approval of Sub-Lesser and at the expense of Sub-Lessee, may make alterations, additions or improvements in and to the interior of the Premises. No alterations, additions or improvements shall be authorized for the exterior of the Premises. Any such alteration, addition or improvement shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength or lessen the value of the Premises.

All alterations, additions or improvements that may be erected or installed in or on the interior of the Premises shall become part thereof and the sole property of Sub-Lessor, except that all moveable fixtures may be installed by the Sub-Lessee shall not become the property of the Sub-Lessor if it is removed in a timely manner after abandonment or surrender of the Premises.

19. **SIGNAGE.**

Sub-Lessee shall have the right to place and maintain one or more signs identifying its name on the existing monument sign located on the parcel for the Premises. All signage shall conform to the Design and Development Standards for the Las Vegas Enterprise Park contained in the Las Vegas Enterprise Park Declaration of Covenants, Conditions and Restrictions dated March 15, 1999 and shall be approved by Sub-Lessor and the Las Vegas Enterprise Park Architectural Review Committee prior to the placement of any sign at the Premises.

20. **CHANGES TO COMPLEX.**

Sub-Lessor reserves the right at all times to exercise reasonable control over and, from time to time, make changes, alterations or additions to the Premises. Sub-Lessor shall endeavor to do so with a minimum of disruption to the Lessee's rights under this Lease.

21. **ACCESS TO PREMISES.**

Sub-Lessor shall have the right to place, maintain and repair utility equipment of any kind in, upon and under the Premises as may be necessary for the servicing of the Premises and which are the Sub-Lessor's responsibility. Sub-Lessor shall also have the right to enter the Premises upon reasonable notice to inspect or to exhibit the same to prospective purchasers or tenants, and to make such repairs, additions, alterations or improvements as Sub-Lessor may deem desirable. Sub-Lessor may enter the Premises at any time, without notice, in the event of an actual emergency. Sub-Lessor shall at all times have and retain a key with which to unlock all of the doors of the Premises and Sub-Lessor shall have the right to use any and all means which Sub-Lessor may deem proper to open said doors in an emergency in order to obtain entry to the Premises. Any

entry to the Premises by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of the Premises, or an eviction of Sub-Lessee from the Premises or any portion thereof.

22. **PAYMENT OF TAXES.**

Sub-Lessee hereby acknowledges and agrees that:

a. Sub-Lessor is a public entity in the State of Nevada and, therefore, not subject to taxation.

b. Sub-Lessor shall not be responsible for the payment of any real property taxes on or real property-related assessments to the Premises.

c. Sub-Lessor shall have no responsibility or liability to pay any personal property taxes assessed on any personal property brought upon or used by Sub-Lessee in connection with the Premises.

23. **COMPLIANCE WITH THE LAW.**

The Sub-Lessee shall promptly execute and comply with all applicable statutes, rules, orders, building codes, ordinances, requirements, and regulations of the city, county, state and federal governments, including OSHA, the Americans with Disabilities Act of 1990 (42 USC Sections 12101 through 12213 and 47 USC Section 225.611) and their underlying regulations and rules, which are applicable to the Premises. Nothing herein contained shall be construed to restrict the Sub-Lessee for contesting the validity of any such regulations, rule or ordinance, provided the Sub-Lessee indemnifies the Sub-Lessor to its reasonable satisfaction against the consequences of noncompliance during the period of dispute.

24. **INDEMNIFICATION.**

Sub-Lessee will be responsible for, and will indemnify, defend and hold Sub-Lessor and its agents and employees harmless from and against, any loss, damage, liability, cost or expense to the extent of the party's liability provided by law that results from Sub- Lessee's use of the Premises and that is caused by the actions or non-actions of Sub-Lessee, or any of their employees, servants or agent of Sub-Lessee.

25. **INSURANCE.**

The Sub-Lessee agrees to procure and maintain general liability insurance in the minimum amount of $1,000,000 per occurrence; $2,000,000 in the aggregate covering any injury or damage to person or property resulting from the use of the Premises for the corresponding dates set forth in Section 2 hereof. The insurance policies shall name the Sub-Lessor and the City of Las Vegas as an additional insured.

26. **WAIVER OF SUBROGATION.**

Sub-Lessor hereby waives, and Sub-Lessee hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Sub-Lease, and the Sub-Lessor and Sub-Lessee each waives any right of subrogation that it might otherwise have against the other party.

27. **SURRENDER OF PREMISES.**

Upon expiration or other authorized termination of this Sub-Lease, Sub-Lessee shall surrender the Premises in the same condition as they were in at the commencement of this Lease, except for additions, alterations or changes specifically authorized by Sub-Lessor and reasonable wear and tear, and shall deliver all keys to Sub-Lessor. Before surrendering the Premises, Sub-Lessee shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises made by lessee as may be specified for removal by Sub-Lessor, and shall repair any damage caused by such property or the removal thereof. If Sub-Lessee fails to remove such personal property and fixtures upon the expiration or other authorized termination of this Sub-Lease, the same shall be deemed abandoned and shall become the property of Sub-Lessor.

28. **HOLDING OVER.**

Any holding over by Sub-Lessee, with Sub-Lessor's consent, after the expiration of the term hereof or of any renewal term shall be construed to be a tenancy from month-to-month, terminable on one month's written notice by either party.

29. **SALE OF PREMISES.**

Sub-Lessor reserves the right at any time to sell, convey or otherwise transfer its interest in the Premises or any portion thereof. If reasonably possible, Sub-Lessor shall provide adequate notice of nay potential sale, conveyance or transfer of its interest in the premise or any portion thereof.

30. **DAMAGE OR DESTRUCTION.**

Sub-Lessee shall give prompt notice to Sub-Lessor in case of fire or accidents in or near the Premises.

a. If the Premises are partially damaged by fire or other casualty, Sub-Lessor shall repair such damage at its cost, subject to Sub-Lessor's option contained in subsection c of this Section.

b. If the Premises are substantially or totally destroyed, or if the Premises are damaged so extensively that they cannot, in Sub-Lessor's opinion, be repaired within sixty (60) days after commencement of such repairs, or if Sub-Lessor shall decide to rebuild the Premises or common areas so that they will be substantially different structurally or architecturally, then Sub-Lessor may, at its option, within thirty (30) days after such damage or destruction, give Sub-Lessee written notice thereof and this Sub-Lease shall thereupon be cancelled effective as of the date of the occurrence of such damage or destruction.

c. If any damage referred to in this Section is due in whole or in part to the act, neglect, fault or omission of Sub-Lessee, there shall be no abatement of rent.

31. **LIENS AND ENCUMBRANCES.**

Sub-Lessee agrees to keep the Premises and its interest therein free from liens and encumbrances.

32. **ASSIGNMENT AND SUBLETTING.**

Sub-Lessee shall not transfer, assign, delegate, mortgage or hypothecate this Sub-Lease, in whole or in part, or permit the use of the Premises by any person or persons other than Sub-Lessee, or sublet the Premises other than as described in Section 8 above, or any part thereof, without the prior written consent of Sub-Lessor. The prohibition against transfer or assignment contained in this Section includes any transfer or assignment by operation of law.

33. **BREACH, DEFAULT AND REMEDIES.**

If Sub-Lessor or Sub-Lessee fails to perform or comply with any covenant, term or condition that this Sub-Lease requires said party to perform or comply with, the defaulting party shall have thirty (30) days after it receives written notice of such default or breach within which to remove or cure said default or breach.

The remedies provided for in this Sub-Lease shall be cumulative, and the exercise of any remedy by a party shall not be to the exclusion of any other remedy.

34. **FORCE MAJEURE.**

Sub-Lessor and Sub-Lessee shall each be excused for the period of any delay in the performance of any obligation hereunder when prevented from doing so by cause or causes beyond that party's control, including labor disputes, civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, or acts of God.

35. **NO WAIVER.**

Failure of either the Sub-Lessor or Sub-Lessee to insist upon the strict performance of any provision or to exercise any option hereunder in any one or more instances shall not be deemed a waiver or relinquishment of its right to do so in the future. No provision of this Sub-Lease shall be deemed to have been waived by Sub-Lessor/Sub-Lessee unless such waiver is in writing.

36. **PROVISIONS BINDING.**

Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, successors and assigns.

37. **NON-DISCRIMINATION.**

Sub-Lessee agrees that the Premises will not be segregated with respect to race, color, religion or national origin; that it will not segregate or discriminate on such grounds with respect to public utilization of or access to the Premises; and that it will comply with all applicable federal laws and regulations that prohibit discrimination in connection with federally-funded programs.

38. **ENTIRE LEASE.**

This Sub-Lease, including any exhibits attached hereto, sets forth the entire Sub-Lease between the parties. Any prior conversations or writings concerning the lease of the Premises are merged herein and extinguished.

39. **AMENDMENT OR MODIFICATION.**

No amendment to or modification of this Lease shall be binding upon Sub-Lessor or Sub-Lessee unless it has been reduced to writing.

40. **CAPTIONS AND SECTION NUMBERS.**

The captions and section numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any section or paragraph.

41. **NOTICES.**

Any notice, demand, request, or other instrument which may be or is required to be given under this Sub-Lease shall be delivered in person or sent by certified mail, return receipt requested, and shall be sent to the following address or to such other addresses as the parties may from time to time designate in writing:

If to the Sub-Lessor: City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101
Attention: Operations Manager

If to the Sub-Lessee: Urban Chamber of Commerce
1951 Stella Lake Street
Las Vegas, NV 89106
Attention: President

42. **TERMINATION.**

Notwithstanding any of the provisions of Section 32 above, this Sub-Lease may be terminated prior to the expiration of the Term if the purpose of this Sub-Lease is substantially impaired or obstructed by any event, occurrence or circumstance that is defined, interpreted or construed as breach or default on the part of either party.

43. **DISCLOSURE OF PRINCIPALS.**

Pursuant to Resolution RA-4-99 adopted by the City of Las Vegas Redevelopment Agency effective October 1, 1999, Lessee warrants that it has disclosed, on the form attached hereto as Exhibit "G", all principals, including, partners or members of Sub-Lessee, as well as all persons and entities holding more than one percent (1%) interest in Sub-Lessee or any principal, partner or member of the same. Throughout the Term hereof, Sub-Lessee shall provide written notification of any material change in the above disclosure within fifteen (15) days of any such change.

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

IN WITNESS WHEREOF, the parties hereto have executed this Sub-Lease as of the day and year first above written.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

"Sub-Lessor"

BY_____
OSCAR B. GOODMAN, Chairman

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
Secretary

APPROVED AS TO FORM:

J. Pantiello 3/9/10
DEPUTY CITY ATTORNEY/DATE

URBAN CHAMBER OF COMMERCE

"Sub-Lessee"

By_____
DEBRA NELSON, President

Exhibit "A"

Site Map

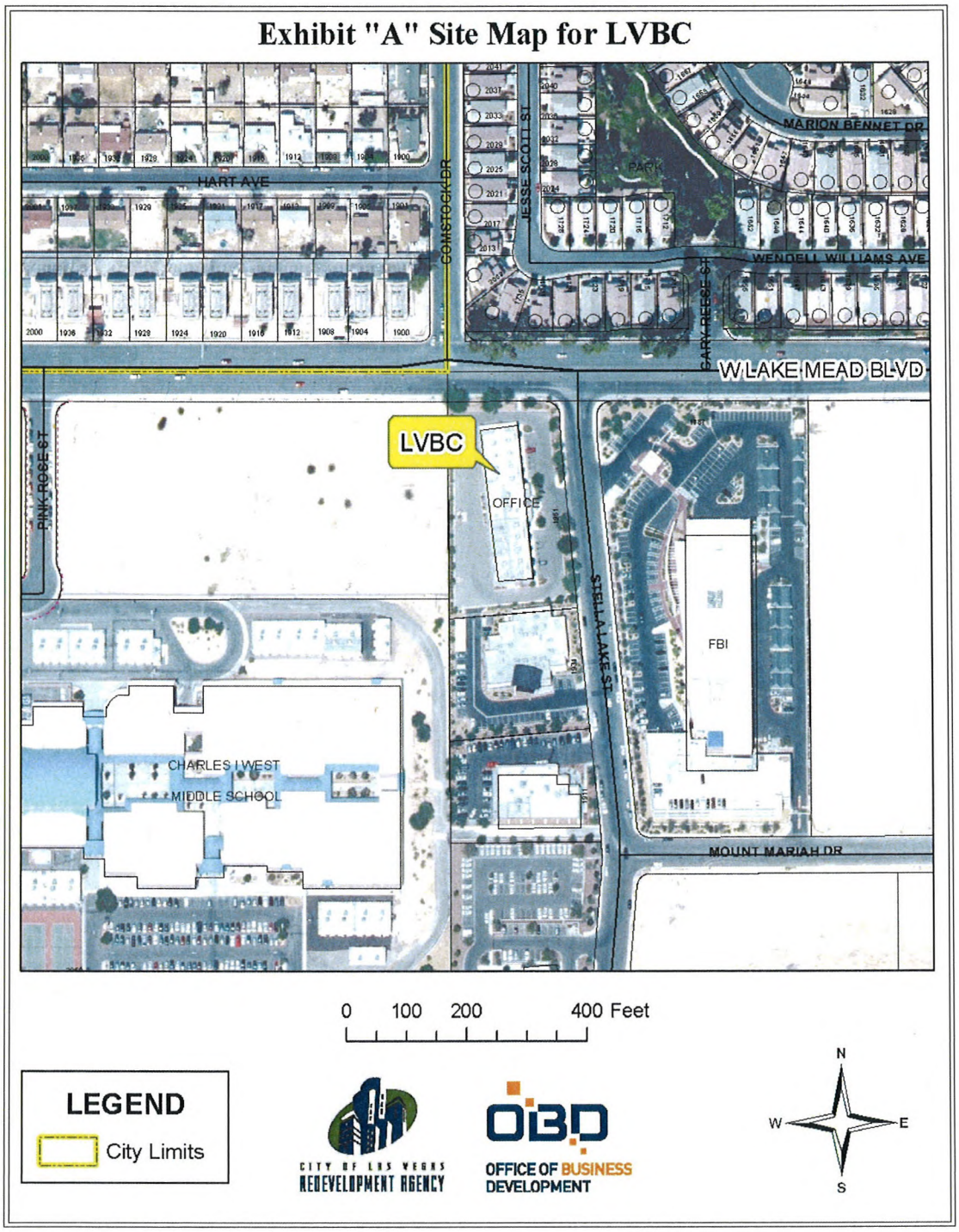
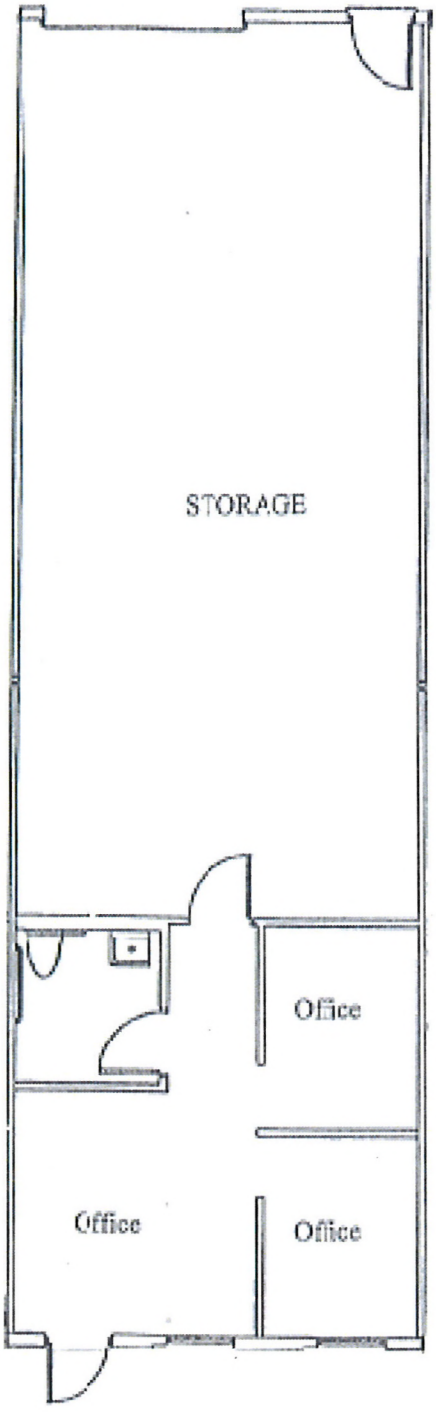


Exhibit "B"

Premises – Floor Plan



Suite 9

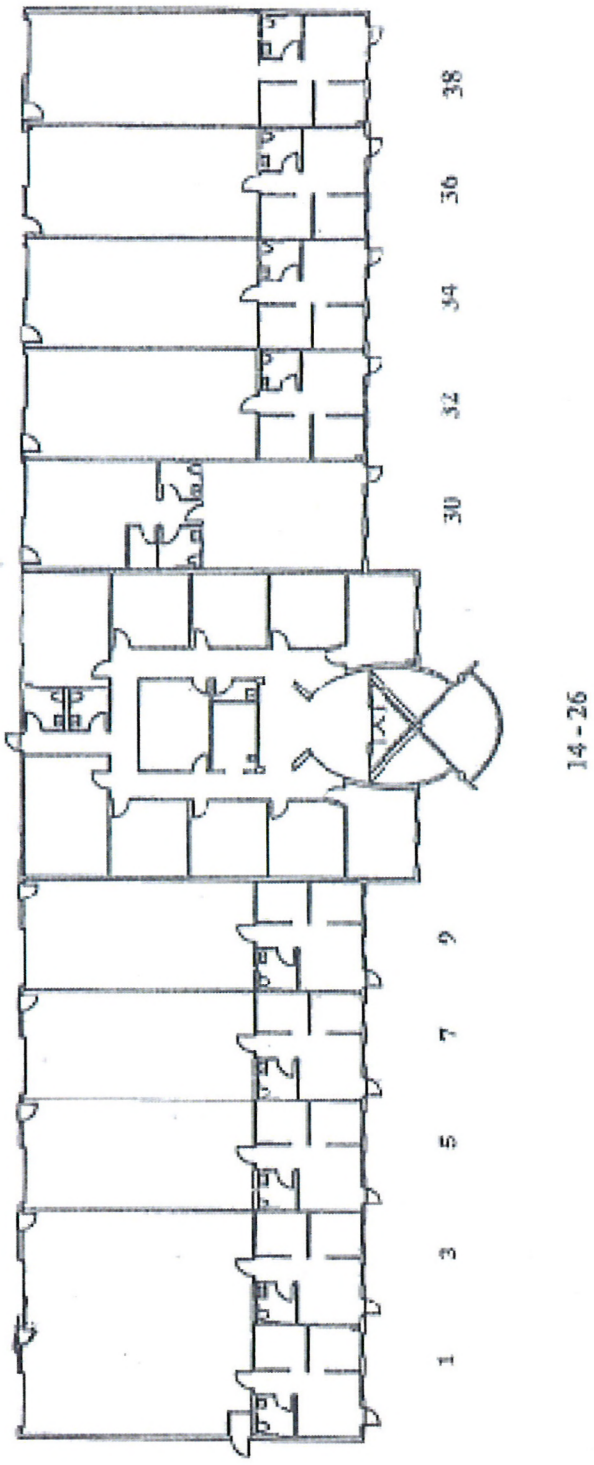


Exhibit "C"

Incubator Space – Floor Plan

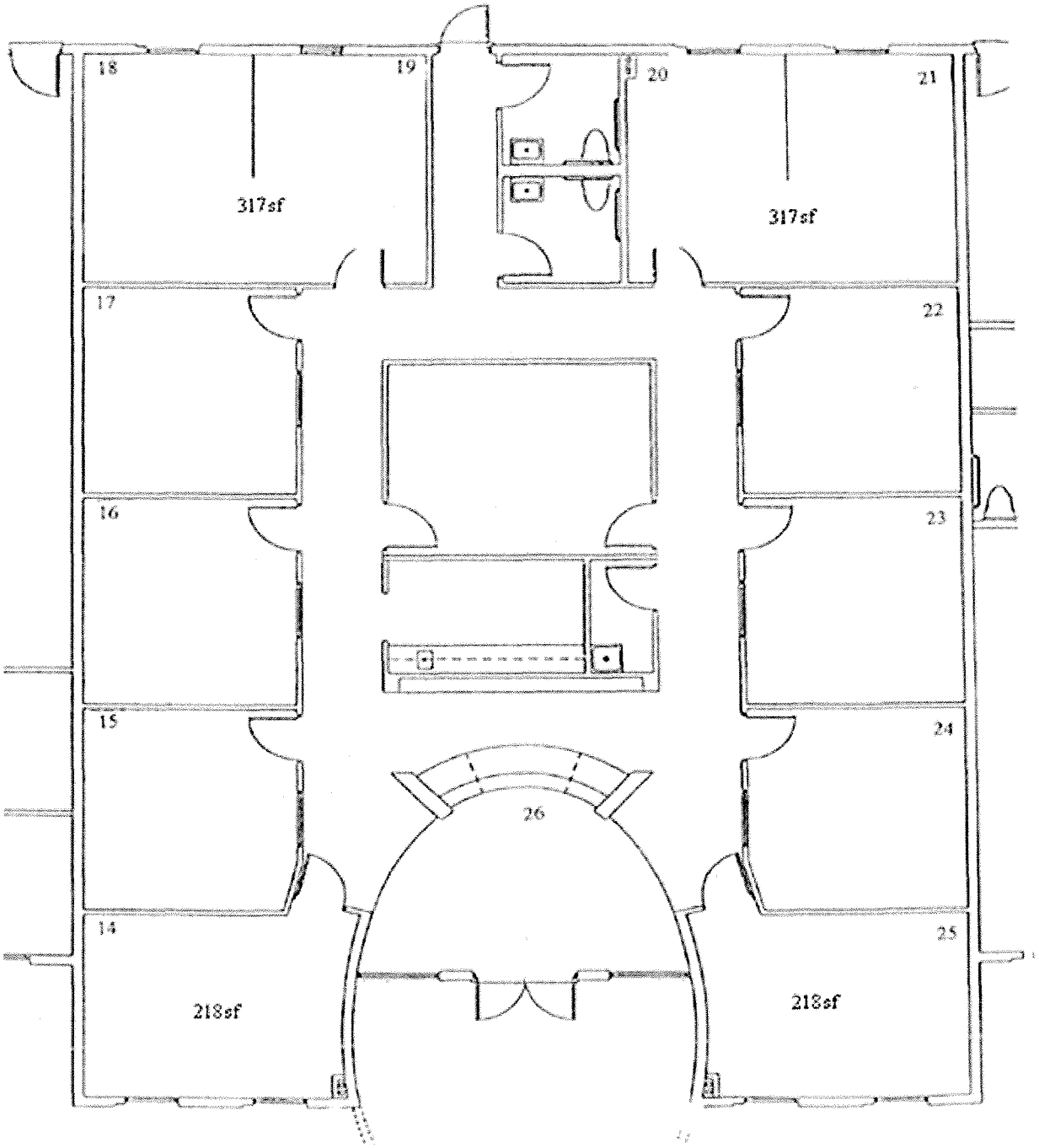
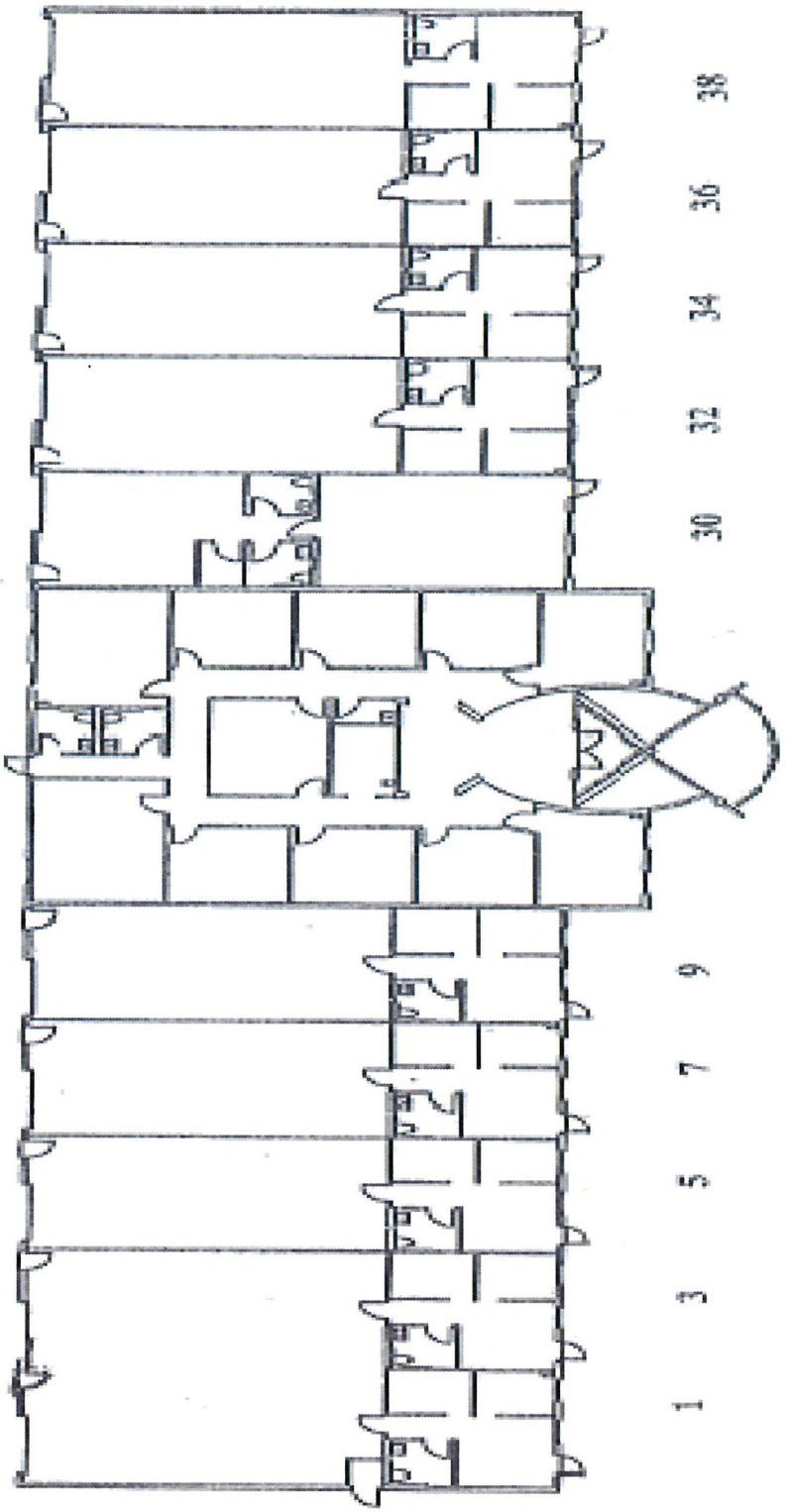


Exhibit "C-1"

Sub-Lease Space - Floor Plan



Suites 1, 3, 5, 7, 9, 32, 34, 36 and 38

Exhibit "C-2"

Common Area - Floor Plan

Suite 30

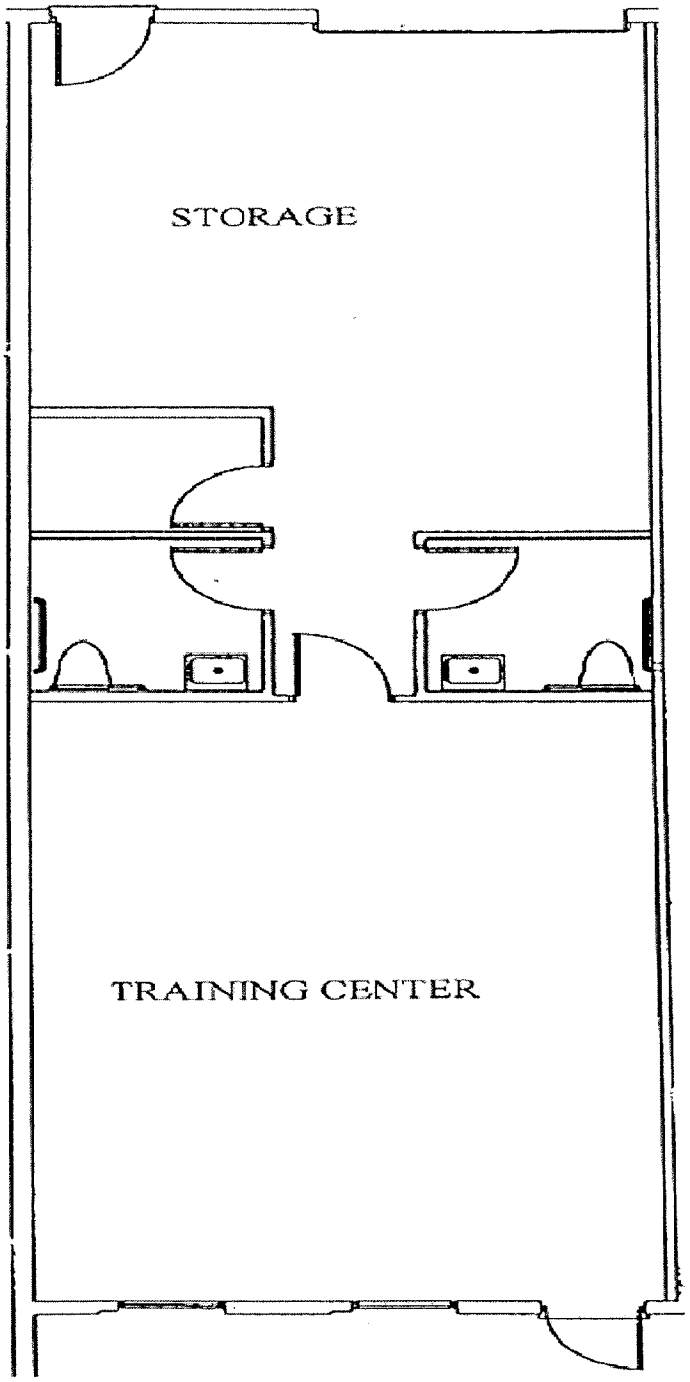


Exhibit "D"

EMPLOYMENT PLAN

The Employment Plan of the Urban Chamber of Commerce ("Urban Chamber") is prepared in accordance with NRS 279.482(2) and the City of Las Vegas Redevelopment Agency Employment Plan Policy (hereinafter the "Policy") dated June 3, 1992, and amended June 6, 2001 (See Attachment 1). The intent of the Policy is that projects which benefit from redevelopment funds create new jobs for residents of the Redevelopment Area and the City of Las Vegas Special Impact Area. This Employment Plan outlines the steps to be taken by the Urban Chamber to assist it in achieving compliance with the Policy. In accordance with the Policy, developers and build-to-suit owners which receive redevelopment project funds are encouraged to hire individuals who live within the area of the operations and are economically disadvantaged residents, physically handicapped, members of racial minorities, veterans, women.

The Plan herein is divided into two parts, as contemplated by the Policy. Since the Urban Chamber is an entity which is proposing to inhabit commercial, office or retail space, it hereby submits an employment plan in its capacity as a "developer." In addition, the Urban Chamber as a prospective owner/lessee of space which will have been acquired by use of redevelopment funds, hereby submits an employment plan in its capacity as a "owner/lessee" of the Project.

PART I

Developer Employment Plan

The Development Employment Plan shall apply during the sub-lease phase of the Project.

1. Description of the Project. The "Project" to be managed and operated by the Urban Chamber will consist of one building and related facilities that will be house the Urban

Chamber as sub-lessee and will be a site to aid the development of disadvantaged businesses. The site will also be use to provide mentoring and development programs to aid the success of developing businesses. This Project will be located at 1951 Stella Lake Street.

2. Contracts for Construction of the Project. The Urban Chamber will promote the utilization of women, minority, disabled, and veteran-owned business enterprises at the Project, as discussed more fully in paragraph 3 below. In this regard, it will establish, as targets, the participation goals established by the City in its "Equal Opportunity Contracting Policy" (see Attachment 2). These goals represent the dollar value of subcontracts and materials agreements awarded to women, minority, disabled and veteran-owned businesses expressed as a proportion of the total dollar value of bids. While it is difficult to give an exact number of jobs to be created as a result of the Project, it is estimated that a minimum of 20 new 60 jobs could be created.

The Policy requests a list and the amount of contracts to be let for contracted services offered by the Project. Since the Urban Chamber has not yet caused the bid documents to be prepared, it is premature to identify the subcontracts and material agreements that will be required for the Project. When such is determined, the Urban Chamber, through its representative, will seek input regarding the bid estimates from various contractors and subcontractors, including minority, women, disabled, veterans ("MWDV") business firms. Bid documents will then be completed and disseminated, using the City's Minority Vendors Directory, as described below. It is anticipated that these documents will be prepared approximately three months after the signing of the Disposition and Development Agreement. At such time, the Urban Chamber will submit an Addendum to this Plan identifying the construction contracts.

3. Manner of Involving MWDV Businesses. The Urban Chamber hereby certifies that, for the purposes of the Project, it shall instruct its Office Manager to use the City's Minority Vendors Directory to locate potential subcontractors and suppliers. These entities shall notify qualified vendors identified in such directory of contracts to be let for construction, in sufficient time to allow effective participation by MWDV owned business firms. A copy of the notification shall be submitted to the Redevelopment Agency.

In addition to the above, the Urban Chamber will perform the following tasks to assure good faith compliance with the Policy:

(viii) Advertise in the newspapers of general circulation, trade association papers and MWDV focused media concerning subcontracting opportunities, giving sufficient time to allow the opportunity for effective participation by MWDV owned businesses;

(ix) Contact and coordinate with the City's Minority Business Officer and Redevelopment Agency representatives to obtain lists and information concerning City's certified MWDV owned business enterprises;

(x) Utilize referral agencies such as MWDV community organizations, professional associations and small business assistance offices or other organizations that provide assistance in the recruitment and placement of MWDV business enterprises;

(xi) When appropriate, break down contracts into the smallest economically feasible units to facilitate and encourage participation by MWDV owned businesses to the maximum extent possible that will comply with NRS 332;

(xii) Ensure access by interested MWDV owned business enterprises to plans and specifications and adequate information about the scope of services and other requirements; and

(xiii) Offer information to interested MWDV owned business firms regarding the obtaining of bonding, lines of credit and/or insurance.

PART II

Build-to-Suit Owner/Lessee Employment Plan

The Build-to-Suit Owner/Lessee Employment Plan shall apply to the Urban Chamber's hiring of new permanent employees during the Project. In this regard, the Urban Chamber hereby discloses that its intent is to offer employment at the Project upon completion to most if not all of its existing employees at the Existing Facility (the "Existing Employees") and therefore Part II of this Employment Plan shall apply only to those new positions created by the new Project that are NOT filled by the Existing Employees.

4. Description of Existing Opportunities for Employment within the Area. Prior to construction of the Project, the Urban Chamber believes that the existing employment opportunities in the area are limited and of the limited employment opportunities that are available, even fewer are in the banking area

5. Estimate and Description of New Jobs Created as a Result of the Project. It is estimated that approximately 3 new permanent jobs will be created as a direct result of the Project in addition to retaining 4. However, as previously mentioned many of these jobs may be filled by Existing Employees of the Urban Chamber. It is anticipated that new full-time and part-time jobs may be created for curriculum developer, technology specialist and incubator manager.

6. Description of the Steps to be Taken to Achieve Objectives. It is the intent of the Urban Chamber to fill as many as possible new permanent jobs created as a direct result of the Project by residences in the targeted areas who are economically disadvantaged,

physically handicapped, members of racial minorities, veterans, and women. A variety of steps are planned in order to meet this objective. First, the Urban Chamber will endeavor to advertise in newspapers of general circulation, trade association papers and MWDV focused media concerning new permanent employment opportunities associated with the Project whenever it is reasonably practicable under the circumstances.

Second, the Urban Chamber (and its tenants, if any, in the Project) will endeavor to utilize one or more of the following referral agencies to seek assistance in identifying qualified job applicants;

(a) Nevada Employment Security Department;

(b) Nevada Business Services, Inc.;

(c) Urban Chamber of Commerce;

(d) Latin Chamber of Commerce;

(e) Las Vegas Indian Center;

(f) Endeavor / March of Dimes;

(g) Nevada Welfare Department;

(h) Women's Development Center;

(i) St. Vincent's Job Desk;

(j) Community College of Southern Nevada;

(k) Bureau of Vocational Rehabilitation of Southern Nevada;

(l) Dr. Martin Luther King, Jr. Committee;

(m) Nevada Partners;

(n) The City of Las Vegas Housing Authority;

(o) The Governor's Committee on Employment for Individuals with Disabilities;

(p) Southern Nevada Homeless Coalition;

(q) Key Foundation;

(r) Military Veterans Volunteer Center;

(s) Southern Nevada Disenfranchised Veterans Consortium;

(t) Veterans Administration (VA);

(u) Lowden Veterans Center and Museum / CONVO;

(v) National Action Network;

(w) State of Nevada Casual Labor Office;

(x) Las Vegas Rescue Mission;

(y) Sign Snow;

(z) Such other referred agencies that are suitable, as determined by the City Manager for the City of Las Vegas, or their designee.

Further, the Urban Chamber will contact the Minority Business Officer in the Purchasing and Contracts Division of the Department of Finance and Business Services for the City of Las Vegas and Redevelopment Agency officials to obtain assistance in its hiring activities.

7. The Urban Chamber shall pay a minimum rate which is the higher of the federal minimum wage or the market rates paid by employers in similar businesses in order to ensure that redevelopment jobs provide decent standards of living for employees.

8. The Urban Chamber will notify in writing one or more of the referral agencies of job positions which are initially available for hire at least 30 working days prior to

anticipated initial hiring dates. Thereafter, for the filling of subsequent positions, the Urban Chamber will endeavor to give all previously responsive agencies a notification in writing within a reasonable time prior to the anticipated hiring dates. Both of the above-referenced notifications will include a description of the required job qualifications, the rate of pay, the anticipated hiring date and the date by which the referral agency must refer qualified applicants in order to be considered for hiring. The Urban Chamber will copy the Redevelopment Agency on all such written correspondence.

9. The Urban Chamber will work closely with the agencies designated in item 3 to provide them the information needed for the agencies to design and establish programs to train and upgrade the skills of qualified employees to fill the needs of their businesses. The Urban Chamber will make a good faith effort to provide the information in advance of the need for the employees in order to provide a meaningful opportunity to provide training for the jobs.

10. Pursuant to Section H of the Employment Plan Policy, The Urban Chamber will submit quarterly reports to the Redevelopment Agency for the duration of the Disposition and Development Agreement between the Redevelopment Agency and Urban Chamber, demonstrating its compliance with the requirements of the Employment Plan. Urban Chamber shall not charge for copies of the reports.

Exhibit "E"

70702.00649 015

(6)

COVENANT OF PURPOSE, USE AND OWNERSHIP

This COVENANT OF PURPOSE, USE AND OWNERSHIP dated the 30th day of JUNE, 1997, by and between CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, whose address is 400 East Stewart Avenue, Las Vegas, Nevada 89101 (hereinafter with its successors and assigns called "Grantee" or "City"); and the ECONOMIC DEVELOPMENT ADMINISTRATION, UNITED STATES OF AMERICA, whose address is Main Commerce Building, Washington, D.C. 20230 (hereinafter with its successors and assigns called "EDA" or "Government").

RECITALS:

WHEREAS, Grantee submitted an application, designation as EDA Project No. 07-01-03025, for financial assistance pursuant to the Public Works and Economic Act of 1964, as amended (P.L. 89-136, 42 U.S.C. 3121, et seq.); and

WHEREAS, by Offer of Grant, dated July 28, 1987, EDA offered to Grantee a grant in the amount of Eight Hundred Forty-Eight Thousand and No/100ths Dollars $848,000.00 (hereinafter called "Grant Amount") to assist in financing the construction of the Las Vegas Business Center, a multi-tenant, light industrial/office building with infrastructure improvements (hereinafter called "Project"); and

WHEREAS, said Project included acquisition of and/or specifically improving the real property located at 1001 W. Owens Avenue, Las Vegas, Nevada (hereinafter with all improvements thereon called "Old Site"); and

WHEREAS, on September 3, 1987, Grantee accepted the Offer of Grant subject to certain terms and conditions, pursuant to which Grantee covenanted and agreed to comply with the applicable requirements of 13 Code of Federal Regulations, Part 314 (hereinafter called "Grant Agreement"); and

WHEREAS, the Grant Agreement provides the purposes for which the Grant Amount may be used and provides, inter alia, that Grantee will not sell, lease, mortgage, or otherwise alienate any right to or interest in the Old Site, or use the Old Site for purposes other than and different from those purposes set forth in the Grant Agreement and the application made by Grantee therefor (hereinafter called "Project Purposes"), such alienation and use being prohibited by 13 CFR Part 314 and 15 CFR Part 24, or Office of Management and Budget Circular A-110, Attachment N; and

WHEREAS, EDA is not authorized to permit Grantee to use the Old Site for purposes other than the Project Purposes or to lease, transfer, convey, mortgage or hypothecate the Project to

RETURN TO
CITY OF LAS VEGAS
ATTN: CITY MANAGER
400 EAST STEWART AVE 10th FLOOR
LAS VEGAS, NV 89101

Dept. of [illegible]

any party which is not eligible to receive an EDA grant under the authority of the Public Works and Economic Development Act of 1965, as amended, 42 U.S.C. 3121, unless EDA is repaid its fair of the market value of the Project; and

WHEREAS, Grantee, as owner of all or part of the Old Site, executed a certain Covenant of Purpose, Use and Ownership, dated April 1, 1989, and recorded May 3, 1989, as Document No. 00542 in Book 890503 of Official Records, Clark County, Nevada ("Old Covenant") affecting real property so as to constitute notice to all persons of any and all restrictions on title to use of the Project and all or part of the Old Site; and

WHEREAS, on or about May 1992, the Old Site was totally destroyed by fire and the City received a certain amount of insurance proceeds due to the destruction by fire ("Proceeds"); and

WHEREAS, the City intends to use the Proceeds to construct a new Las Vegas Business Center which will now be known as the "New Project"; and

WHEREAS, the New Project includes improving real property described in Exhibit "A" attached hereto and incorporated herein (hereinafter with all improvements thereon called "Property"); and

WHEREAS, EDA has agreed to release the City from the Old Covenant as long as this Covenant is recorded in the appropriate office for the recording of public records affecting real property so as to constitute notice to all persons of any and all restrictions on title to use the New Project and all or part of the real property described in Exhibit "A" attached hereto; and

WHEREAS, the Clark County Recorder's Office located at 500 South Grand Central Parkway, Las Vegas, Nevada 89155 is the proper office to record this Covenant;

NOW, THEREFORE, in consideration of financial assistance rendered and/or to be rendered by EDA and of other good and valuable consideration, the receipt and adequacy of which the parties hereby acknowledge, and to assure that the benefits of the Project will accrue to the public and be used as intended by both EDA and Grantee, Grantee hereby covenants and agrees as follows:

1. The expected useful life of the New Project is twenty (20) years as determined by Carpenter Sellers Associates [see 13 CFR 314.6(a)], per Exhibit "B".

2. Grantee agrees that for twenty (20) years from the date of this Covenant, Grantee will not sell, transfer, convey or mortgage any interest in the real property acquired or improved in whole or in part with the funds made available through this Grant nor shall Grantee use

the Property for purposes other than the Project Purposes without the prior written approval of the Assistant Secretary, Economic Development Administration. Such approval may be withheld until such time as Grantee first pays to EDA the amount of the grant funds disbursed or, at the option of the Government, the Government's fair share of the Property as provided in the Code of Federal Regulations, Title 13, Part 314, Subpart A. The Government's fair share of the Property shall be the amount computed by multiplying the percentage of the Federal participation in the total cost of the grant program to the fair market value of the Property at the time of the unauthorized use or conveyance of the Property.

3. Grantee further covenants that in the event the Property is used for purposes other than the Project Purposes, or sold, leased, transferred, conveyed or mortgaged without the prior written approval of the Assistant Secretary, Grantee will compensate the Government in the amount of the grant funds disbursed or at the option of the Government, the Government's fair share of the Property as described above.

4. Grantee acknowledges that, as a prerequisite to using the Proceeds for construction of the New Project, Grantee shall execute and place on record against the Property acquired or improved in whole or in part with the funds made available through this Grant or made available as Proceeds from insurance on the Old Site, a Covenant of Purpose, Use and Ownership. Grantee further agrees that whenever the Property is sold, leased or otherwise conveyed pursuant to the Code of Federal Regulations, Title 13, Part 314, Subpart 3(a)(1), Grantee or the transferor shall add to the document conveying such interest a Covenant of Purpose, Use and Ownership. EDA will in its sole discretion determine whether the Covenant is satisfactory. EDA may require an opinion of counsel for Grantee that the Covenant is valid and enforceable according to its terms and has been properly recorded.

5. The parties stipulate and agree that the terms hereof constitute a reasonable restraint on alienation of use, control and possession of or title to the Property given the Federal interest expressed herein.

6. This Covenant shall run with the land.

IN WITNESS WHEREOF, the parties have hereunto set their hand as of the day and

year first above written by their duly authorized officer.

CITY OF LAS VEGAS

By: _____
JAN LAVERTY JONES, Mayor
"Grantee/City"

ATTEST:

_____
BARBARA JO RONEMUS, City Clerk

By: Sandra R. LeBoeuf
Chief Deputy City Clerk

APPROVED AS TO FORM:

_____ 6/10/97
Date

ECONOMIC DEVELOPMENT ADMINISTRATION, UNITED STATES OF AMERICA

By: _____
A. LEONARD SMITH

Its: Regional Director, EDA

"EDA/Government"

STATE OF NEVADA }
} ss.
COUNTY OF CLARK }

On this 30th day of June, 1997, before me personally appeared JAN LAVERTY JONES, known to me to be the Mayor of the CITY OF LAS VEGAS, the entity that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned and on oath stated that she was authorized to execute said instrument.

Beverly K. Bridges
NOTARY PUBLIC, in and for said County and State
My Commission Expires: 7-25-97

BEVERLY K. BRIDGES
Notary Public - State of Nevada
Appointment Recorded in Clark County
My Appointment Expires July 25, 1997

STATE OF Washington }
} ss.
COUNTY OF King }

Before me, a Notary Public, appeared A. Leonard Smith known to me to be the Regional Director of the ECONOMIC DEVELOPMENT ADMINISTRATION, an Agency of the United States Government, who by me being first duly sworn, acknowledged that she/he signed the foregoing instrument before me on the 6th day of June, 1997, as the act and deed of such Agency.

[signature]
NOTARY PUBLIC, in and for said County and State
My Commission Expires: 5/22/99

F:\HOME\JAUDIA\AGREE.TLP\ED A COV

-5-

EXHIBIT "A"

Legal Description

That portion of the East Half (E ½) of the Southwest Quarter (SW ¼) of Section 21, Township 20 South, Range 61 East, M.D.B. & M., in the City of Las Vegas, County of Clark, State of Nevada, being that portion of Lot 5 of the LAS VEGAS ENTERPRISE PARK, a Commercial Subdivision, on file in Book 70 of Plats, Page 98 of Clark County, Nevada Records, described as follows:

BEGINNING at the Northwest corner of Lot 5 of said LAS VEGAS ENTERPRISE PARK;
THENCE along the North line of said Lot 5, South 89°32'57" East a distance of 161.75 feet of the beginning of a tangent curve, concave Southwesterly and having a radius of 25.00 feet;
THENCE Southeasterly along said curve through a central angle of 90°00'00", an arc distance of 39.27 feet to the East line of said Lot 5;
THENCE along the East line of said Lot 5, the following three (3) courses;
1) THENCE tangent to said curve, South 00°27'03" West a distance of 14.78 feet to the beginning of a tangent curve, concave Easterly and having a radius of 280.00 feet;
2) THENCE Southerly along said curve through a central angle of 05°26'57", an arc distance of 26.63 feet;
3) THENCE tangent to said curve, South 04°59'54" East a distance of 273.64 feet;
THENCE South 85°00'00" West a distance of 214.33 feet to the West line of said Lot 5;
THENCE along said West line, North 00°20'56" East a distance of 359.14 feet to the POINT OF BEGINNING.

F:\HOME\VAUDIA\AGREE.TLP\ZDA-1.EXA

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
LAS VEGAS CITY
07-02-97 10:05 PAR 6
OFFICIAL RECORDS
BOOK: 970702 INST: 00649
FEE: .00 RPTT: .00

Exhibit "F"

Federal Grant Requirements

I. NON-RELOCATION:

It is understood and agreed that 34% of the funds to reconstruct the LVBC were received by means of a grant from EDA. Sixty-six percent (66%) of the funds were received from the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program. It is a condition of the EDA grant that the building not be leased to a company, which has relocated its facility from one commuting area to another. Sub-Lessee represents and warrants that it has not relocated its business facility from a location outside the Las Vegas Metropolitan Statistical Area to the LVBC. Sub-Lessee agrees to comply with EDA policies concerning nonrelocation by furnishing to Sub-Lessor, on a form provided by Sub-Lessor, a properly executed "Employer's Certificate of Nonrelocation," the form of which will be provided by the City of Las Vegas (City).

This condition does not apply to businesses which:

(i) relocated to the area prior to the date of the applicant's application for lease;

(ii) have moved or will move into the area primarily for reasons which have no connection to the lease of the Las Vegas Business Center;

(iii) will expand employment in the Las Vegas Valley area substantially beyond employment in the area in which the business had originally been located;

(iv) are relocating from technologically obsolete facilities to be competitive;

(v) are expanding into the Las Vegas Valley area by adding a branch, affiliate, or subsidiary while maintaining employment levels in the old areas; or

(vi) are determined by EDA to be exempt (13 CFR Section 316.4(b).

II. JOB CREATION AND RETENTION:

Sub-Lessee agrees to comply with the following requirements concerning job creation and/or retention:

a) Sub-Lessee shall implement an activity designed to create or retain permanent jobs where at least 51 percent of the jobs, computed on a full time equivalent basis, involve the employment of low- and moderate-income persons. To qualify under this paragraph, the activity must meet the following criteria:

(i) For an activity that creates jobs, the Sub-Lessee must document that at least 51 percent of the jobs will be held by, or will be available to, low- and moderate-income persons.

(ii) For an activity that retains jobs, the Sub-Lessee must document that the jobs would actually be lost without the CDBG assistance and that either or both of the following conditions must apply with respect to at least 51 percent of the jobs at the time the CDBG assistance is provided:

(A) The job is known to be held by a low- or moderate-income person; or

(B) The job can reasonably be expected to turn over within the following two years and that steps will be taken to ensure that it will be filled by, or made available to, a low- to moderate-income person upon turnover.

(iii) Jobs that are not held or filled by a low- or moderate-income person may be considered to be available to low- and moderate-income persons for these purposes only if:

(A) Special skills that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs, or the business agrees to hire unqualified persons and provide training; and

(B) The Sub-Lessee and the assisted business take actions to ensure that low- and moderate-income persons receive first consideration for filling such jobs.

III. RECORDS TO BE MAINTAINED:

Each Sub-Lessee shall establish and maintain sufficient records to enable the Secretary of the U.S. Department of Housing and Urban Development, or its designee, to determine whether the Lessee has met the requirements of this part. At a minimum, the following records are needed:

a) Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR § 570.208. (Where information on income by family size is required, the Lessee may substitute evidence establishing that the person assisted qualifies under another program having income qualification criteria at least as restrictive as that used in the definitions of "low- and moderate-income person" and "low- and moderate-income household" (as applicable) at 24 CFR § 570.3, such as Job Training Partnership Act (JTPA) and welfare programs; or the Lessee may substitute evidence that the assisted person is homeless; or the Lessee may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR §570.3, as specified on the Self Certification Form For Family Income, the form of which will be provided by the City; or the Sub-Lessee may substitute a notice that the assisted person is a referral from a state, county or local employment agency or other entity that agrees to refer individuals it determines to be low- and moderate-income persons based on HUD's criteria and

agrees to maintain documentation supporting these determinations.) Such records shall include the following information:

(i) For each activity determined to benefit low- and moderate-income persons based on the creation of jobs, the Sub-Lessee shall provide the documentation described in either paragraph 5(a)(1)(A) or (B) of this section.

A. Where the Sub-Lessee chooses to document that at least 51 percent of the jobs will be available to low- and moderate-income persons, documentation for each assisted business shall include:

(1) A copy of a written agreement containing:

a) A commitment by the business that it will make at least 51 percent of the jobs available to low- and moderate-income persons and will provide training for any of those jobs requiring special skills or education:

b) A listing by job title of the permanent jobs to be created indicating which jobs will be available to low- and moderate-income persons, which jobs require special skills or education, and which jobs are part-time, if any; and

c) A description of actions to be taken by the Associate and business to ensure that low- and moderate-income persons receive first consideration for those jobs; and

(2) A listing by job title of the permanent jobs filled, and which jobs of those were available to low-moderate-income persons, and a description of how first consideration was given to such persons for those jobs. The description shall include what hiring process was used; which low- and moderate-income persons were interviewed for a particular job; and which low- and moderate-income persons were hired.

B. Where the Sub-Lessee chooses to document that at least 51 percent of the jobs will be held by low- and moderate-income persons, documentation for each assisted business shall include:

(1) A copy of a written agreement containing:

a) A commitment by the business that at least 51 percent of the jobs, on a full-time equivalent basis, will be held by low- and moderate-income persons; and

b) A listing by job title of the permanent jobs to be created, identifying which are part-time, if any.

(2) A listing by job title of the permanent jobs filled and which jobs were initially held by low- and moderate-income persons; and

(3) For each such low- and moderate-income person hired, the size and annual income of the person's family prior to the person being hired for the job.

(ii) For each activity determined to benefit low- and moderate-income persons based on the retention of jobs:

A. Evidence that in the absence of CDBG assistance, jobs would be lost;

B. For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part time and (where it is known) which are held by low- and moderate-income persons at the time the CDBG assistance is provided. Where applicable, identification of any of the retained jobs (other than those known to be held by low- and moderate-income persons) which are projected to become available to low- and moderate-income persons through job turnover within two years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record;

C. For each retained job claimed to be held by a low- and moderate-income person, information on the size and annual income of the person's family;

D. For jobs claimed to be available to low- and moderate-income persons based on job turnover, a description covering the items required for "available to" jobs in paragraph 5(a) of this section; and

E. Where jobs were claimed to be available to low- and moderate-income persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, low- and moderate-income persons. For

jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.

(i) For purposes of documenting, pursuant to section 5(a)(i)(B), 5(a)(i)(B)(3), 5(a)(ii)(C), or 5(a)(ii)(E), the person for whom a job was either filled by or made available to a low- or moderate-income person based upon the census tract where the person resides or in which the business is located, the Sub-Lessee, in lieu of maintaining records showing the person's family size and income, may substitute records showing either the person's address at the time the determination of income status was made or the address of the business providing the job, as applicable, the census tract in which that address was located, the percent of persons residing in that tract who either are in poverty or who are low- and moderate-income, as applicable, the data source used for determining the percentage, and a description of the pervasive poverty and general distress in the census tract in sufficient detail to demonstrate how the census tract met the criteria in 24 CFR § 570.208(a)(4)(v), as applicable.

Exhibit "G"

DISCLOSURE OF PRINCIPALS

The principals and partners of Urban Chamber of Commerce and all persons and entities holding more than 1% (one percent) interest in Urban Chamber of Commerce are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Debra Nelson President	1048 W. Owens Avenue Las Vegas, NV 89106	(702) 648-6222
2. Jerrie Merritt Vice President	1048 W. Owens Avenue Las Vegas, NV 89106	(702) 648-6222
3. Al Barber Treasurer	1048 W. Owens Avenue Las Vegas, NV 89106	(702) 648-6222
4. Janice Spears-Turk Secretary	1048 W. Owens Avenue (702) 648-6222 Las Vegas, NV 89106	
5. Dr. Bill Dougan Board Member	1048 W. Owens Avenue Las Vegas, NV 89106	(702) 648-6222
6. Tony Gladney Board Member	1048 W. Owens Avenue Las Vegas, NV 89106	(702) 648-6222
7. Napoleon McCallum Board Member	1048 W. Owens Avenue (702) 648-6222 Las Vegas, NV 89106	
8. Eric James Board Member	1048 W. Owens Avenue Las Vegas, NV 89106	(702) 648-6222
9. Diane H. Pollard Board Member	1048 W. Owens Avenue Las Vegas, NV 89106	(702) 648-6222
10. Aaron Ford Board Member	1048 W. Owens Avenue (702) 648-6222 Las Vegas, NV 89106	

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

By: Debra Nelson

Its: President

Subscribed and sworn to before me this

9th day of March, 2010

Jill Gravelle

Notary Public

JILL GRAVELLE
Notary Public State of Nevada
No. 05-93936-1
My appt. exp. Mar. 11, 2013


BUSINESS


VEGAS BUSINESS
195

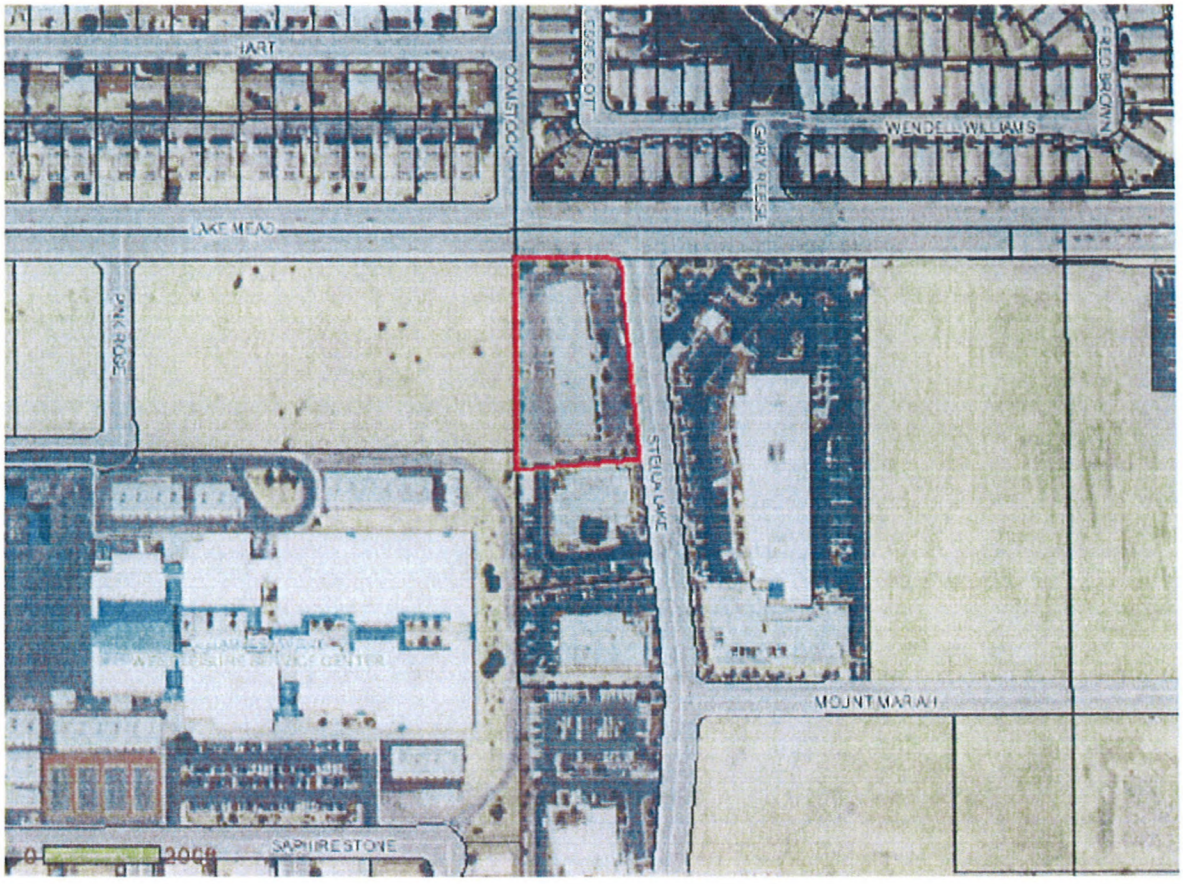

LOGO
Urban Chamber of Commerce Business Development Center
Sponsor by the City of Las Vegas Redevelopment Agency


Urban Chamber of Commerce
Business Development Center
Suite 1
Suite 3
Suite 5
Suite 7
Suites 9-30
Suite 1
Suite 32
Suite 34
Suite 36
Suite 38
1951

SITE MAP

Las Vegas Business Center (LVBC)

1951 Stella Lake Street



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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
Approval of an Interlocal Agreement between the City of Las Vegas and the Regional Flood Control District for television production services

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Regional Flood Control District requested that the City of Las Vegas assist the District with television production services. The District will pay $84,900 for KCLV to produce six television programs for the District and to broadcast the programs on KCLV-TV 2. The Interlocal includes provisions for providing additional television production services at the request of the District.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Agreement

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 10th day of June 2010, by and between the Clark County Regional Flood Control District (hereinafter referred to as the "District") and City of Las Vegas (hereinafter referred to as "KCLV" referring to KCLV-Channel 2).

RECITALS

WHEREAS, the District desires to obtain the services of KCLV to provide required television production services, all as more specifically described below; and

WHEREAS, the District's Board of Directors' (hereinafter referred to as "the Board"), intent is to produce six new television programs plus one episode combining segments from the past year's shows for a "Best Of" episode; and

WHEREAS, said programs are designed to educate and inform the public of District programs that support the mission statement of the District; and

WHEREAS, the District, as producer, will produce, write and direct, the District's information television news show; and

WHEREAS, the services provided under this Interlocal Agreement serve as an effective, complimentary campaign to the District's on-going flood safety efforts; and

WHEREAS, KCLV has the necessary experience and qualifications to perform the required television production services; and

WHEREAS, the District and KCLV desire to provide a full statement of their respective rights, obligations and duties in connection with the performance of the KCLV's duties hereunder;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties do mutually agree as follows:

SECTION I: BASIC SERVICES

A. KCLV agrees to provide videographer, editor, and/or associated video production services, to provide 6 (six) half-hour information television news shows described as follows for the District:

1. Five (5) of the shows will contain all new materials and elements; and the sixth (6th) show will re-package segments from the past year for a "Best Of" episode.

    a. KCLV will coordinate with the District producer a minimum of 30 (thirty) days in advance regarding dates and times when the videographer will be available.

b. The District will schedule video time 15-days (fifteen) in advance.

2. Production of each show will occur over an 8 ½ (eight and one half) week period and use up to 90 (ninety) hours of videographer and editor time.
3. Each show will air approximately 8 ½ (eight and one half) weeks, airing a minimum of 20 (twenty) times a month, as outlined on Attachment 1. Attachment 1 contains the schedule and may be modified as the work progresses with the mutual agreement of the District and KCLV.
4. KCLV will provide a vehicle to transport videographer and equipment to locations in the field throughout Clark County. This may include the District's Producer as a passenger in the KCLV vehicle.
5. KCLV agrees to produce a final product of 28:30 (twenty-eight minutes and thirty seconds) using the most current industry standards per show in a form and content acceptable to the District.
6. KCLV will keep a current catalogue of the B-roll videotaped for each show on the District owned computer server (Serial Number QP717014Y0T) located at KCLV.
7. KCLV agrees to provide the District 10 (ten) DVD's of each completed show and 3 (three) beta copies for local broadcast media outlets including, but not limited to CCTV-Channel 4, Boulder City, Laughlin, Mesquite and Cox Cable.
8. KCLV agrees to provide all materials, and supplies necessary to perform the services outlined in this agreement.

SECTION II: SUPPLEMENTAL SERVICES.

A. The District may, at its sole discretion, desire the services of KCLV to provide additional video production services during the term of the agreement. Additional services provided by KCLV will be performed upon request from the District in writing and KCLV will not perform such services until written approval by the District's General Manager or his designee is received. Any request for additional services above and beyond the agreed upon hours listed in Section I, BASIC SERVICES, will incur additional costs at the agreed upon hourly rate as stated in Section III, COMPENSATION AND TERMS OF PAYMENT. Those supplemental services may include, but are not limited to the following:

1. Additional hour(s) of videographer time;
2. Additional hour(s) of video equipment (EFP (BetaCam, Tri-Pod, Light Kit, and Microphone)) time;
3. Additional hour(s) of editor time;
4. Additional hour(s) of editing equipment (Final Cut);
5. Additional hours(s) of graphics and/or miscellaneous time;
6. Additional Beta, VHS or DVD copies of finalized District shows; and/or
7. Use of equipment to view and catalogue the District's video library.

SECTION III: COMPENSATION AND TERMS OF PAYMENT

A. The maximum cost to the District for Basic and Supplemental Services shall not exceed Eighty-Four Thousand Nine Hundred Dollars and No Cents ($84,900.00) unless the

District receives a written request, with justification, and the District approves a change in SECTION I, BASIC SERVICES and SECTION II, SUPPLEMENTAL SERVICES and an increase in compensation. If approved, a supplement to this AGREEMENT must be executed.

B. For Basic Services, the District agrees to pay KCLV on a per show basis as follows:
   1. Twelve Thousand Nine Hundred Dollars and No Cents ($12,900.00) per show for services defined in Section I: Basic Services, A. 1. for a total amount not to exceed Seventy-Seven Thousand Four Hundred Dollars and No Cents ($77,400.00); and

C. Supplemental Services, in the amount not to exceed of $7,500 (Seven thousand five hundred dollars) the District agrees to pay as follows:
   1. Videographer time at a rate of $45.00 per hour;
   2. Video equipment time which includes as a minimum a BetaCam, Tri-Pod, Light Kit, and Microphone (EFP) at a rate of $500.00 per day;
   3. Editor time at a rate of $65.00 per hour;
   4. Editing equipment (Final Cut) time at a rate of $120.00 per hour;
   5. Graphics and/or miscellaneous equipment time at a rate of $40.00 per hour;
   6. Additional Beta, VHS or DVD copies of finalized District shows as follows:
      a. Beta tape at $8.75 each;
      b. VHS tape or DVD disc at $1.00 each;
      c. Dubbing costs at a rate of $25.00 per hour; and/or
   7. Equipment to view and catalogue the District's video library at a rate of $20.00 per hour.

D. Compensation for work on Basic and/or Supplemental Services will be paid upon successful completion of the work as solely determined by the District. Payment will be made within 15 days upon receipt of invoice from KCLV.

SECTION IV: TERMS AND TERMINATION

A. The term of this Agreement is for television production services effective July 1, 2010 through June 30, 2011.

B. The District or KCLV may, with or without cause, terminate this Agreement at any time prior to completion by KCLV of the services required herein upon 30 (thirty) days written notice in advance.

C. In the event this Agreement is terminated, KCLV will be compensated for all work satisfactorily performed and completed to the effective date of termination.

SECTION V: MISCELLANEOUS PROVISIONS

A. KCLV agrees to secure any and all necessary approvals and permissions for any copyrighted material secured by KCLV to be used in The Flood Channel shows.

B. The District agrees to secure any and all necessary approvals and permissions for the use of any copyrighted materials supplied by the District to KCLV specifically but not limited to flood footage obtained from local broadcast network affiliates to be used for the services provided herein.

C. KCLV will provide the station's hours of operation and agree to allow the District staff and Producer to be on KCLV's property only when other KCLV staff members are present. This may include weekends or after normal business hours.

D. KCLV will allow the District staff and Producer to park in the City of Las Vegas' employee parking lot. KCLV will provide the District's producer with a badge for the KCLV studio access.

E. KCLV agrees to store new B-roll footage shot as part of this Interlocal Agreement for future use for The Flood Channel. KCLV also agrees to store the District's library of approximately 300 (three-hundred) B-roll Beta tapes. Storage of new and old tapes will be for the length of this Agreement.

F. KCLV agrees that it shall not enter collateral, artwork, or other products developed under this Interlocal Agreement in any contest, award program, or the like without the written authorization of the District.

G. KCLV agrees to obtain District approval on all material prior to release. All materials are to be carefully inspected by KCLV for the highest level of technical expertise in television production. KCLV agrees to abide by the determination of the District to remove or revise any objectionable portions of the recording in accordance with the District's direction and approval. KCLV agrees that any broadcast of the recording will only be in the context and form it was presented to the District.

H. The District currently has a logo, which needs to be utilized for the performance of this Interlocal Agreement. No modifications to the logo will be allowed unless approved in writing by the District.

I. KCLV is at all times operating as an independent contractor and at no time is operating as an employee or agent of the District.

J. KCLV agrees that the District's official name may not be used as an endorsement of any product or service. KCLV may not use or refer to the District by any fictitious name or attribute fictitious events to the District.

K. KCLV agrees to comply with all local, state and federal laws, including but not limited to regulations, standards, rules, codes, ethics and regulations regarding and related to industry standards, including but not limited to recording, copying, editing, translating, communication, broadcasting, reporting, production and reproduction.

L. KCLV may retain employees or other professional service providers to perform the services required by this agreement. Such employees or other professional service providers will be the obligation of KCLV. The District will not be a party to any Interlocal Agreement with outside agent and the total cost of this Interlocal Agreement shall not be increased due to the utilization of an outside agent.

M. Any and all program rights, videotape shot by KCLV, documents, art work, rights to art work and other products prepared and/or submitted by KCLV to the District, and all information acquired by KCLV per the Interlocal Agreement, become property of the District. KCLV may retain copies and reproducible copies of all work products produced as a result of the work. In the event of the completion and/or termination of the Interlocal Agreement, all documents produced shall become the property of the District. KCLV agrees to surrender all such documents to the District in a timely manner, and at no charge, at the request of the District. Videotape provided to KCLV by other broadcast outlets are copyrighted materials owned by those outlets and remain with the District for its sole use.

N. In accordance with the Federal Communications Commission equal time doctrine, and Nevada Revised Statues (NRS) the Board reaffirms that once District Board members or anyone files for an elected office, he/she will not appear on any subsequent District television program until after the results of that election are final.

SECTION VI: ASSIGNMENT

This agreement may not be assigned by either party without the express written consent of the other party.

SECTION VII: NOTICE

Any notice required or permitted by this Agreement shall be in writing and shall be deemed given at the time it is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

To District: Clark County Regional Flood Control District
600 South Grand Central Parkway, Suite 300
Las Vegas, NV 89106-4511

To KCLV: KCLV-Channel 2
City of Las Vegas
221 Las Vegas Blvd. N.
Las Vegas, NV 89101

SECTION VIII: NON-EXCLUSIVE AGREEMENT

The KCLV agrees that its employees shall devote such time to the performance of its duties under this Agreement as is reasonably necessary. Nothing herein shall be construed as a limitation upon the right of the KCLV to engage in any other consulting agreement, service agreement, business venture or other activity.

SECTION IX: APPLICABLE LAW

This agreement will be interpreted and enforced under Nevada Law. Jurisdiction for judicial review under this Agreement shall rest exclusively with the Eighth Judicial District Court, County of Clark, State of Nevada.

SECTION X: MODIFICATION OF INTERLOCAL AGREEMENT

This Interlocal Agreement may not be changed or modified except by written instrument executed by both parties.

SECTION XI: NO THIRD PARTY RIGHTS

This document shall not create any right in or benefit to parties other than the District and the KCLV.

SECTION XII: COMPLETE AGREEMENT

A. This agreement embodies the whole agreement between the parties.

B. There are no inducements, promises, terms, conditions or obligations made or entered into by the District or the KCLV other than those contained in the Agreement.

C. The failure of either party to enforce, at any time or for any period of time, the provisions hereof shall not be construed as a waiver of such provisions or of the rights of such party to enforce each and every provision.

SECTION XIII: EXISTING AGREEMENT

This agreement supersedes any prior agreement and terminates any and all existing Interlocal Agreements between the KCLV and the District.

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ATTACHMENT 1

The Flood Channel Production Timeline
July 2010 through June 2011

Show 1	Airs August through September 2010
Show 2	Airs October through November 2010
Show 3	Airs December through January 2010
Show 4	Airs February through March 2011
Show 5	Airs April through May 2011
Show 6	**"Best Of"** airs June through July 2011

* Each show airs a minimum of 20 times a month on KCLV-TV 2.

IN WITNESS THEREOF, The District and the KCLV have caused this Interlocal Agreement to be executed as of the date and year first above written.

CLARK COUNTY REGIONAL
FLOOD CONTROL DISTRICT

Lawrence L. Brown, III
Chairman

ATTEST:

Carolyn Frazier
Secretary to the Board

APPROVED AS TO FORM:

Christopher D. Figgins
Chief Deputy District Attorney

CITY OF LAS VEGAS

Oscar B. Goodman, Mayor

ATTEST:

Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

John S. Ridilla
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

Date:_____

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
Approval of a Second Amendment to Lease Agreement between the City of Las Vegas and Vegas Valley Corporation regarding the lease of a parking lot located at 704 Las Vegas Boulevard South, APN 139-34-410-154 - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City leases the property located at 704 Las Vegas Boulevard South for employee and customer parking who utilizes the Development Services Center. The City desires to extend the Lease past its current expiration term on a month to month basis.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
1. Second Amendment to Lease Agreement
2. Disclosure of Principals

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT is entered into this ___day of _____, 2010, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein, the "Tenant") and Vegas Valley Corporation, a corporation duly organized and existing under the laws of the State of Nevada (collectively herein the "Landlord") of the leased premises described herein.

WITNESSETH

A. WHEREAS, Landlord and Tenant entered into a Lease Agreement dated November 1, 2000 (collectively the "Lease") to lease the property located at 704 Las Vegas Boulevard South, Las Vegas, Nevada (the "Property");

B. WHEREAS, A First Amendment was entered into on June 21, 2006 to extend the Lease and increase the monthly rental payments;

C.WHEREAS, Tenant desires to extend the Lease past its current expiration term on a month to month basis;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant agree to amend the Lease as follows;

1. HOLDING OVER. Last sentence of Paragraph 1 of the First Amendment is amended to state in its entirety as follows: "Landlord further agrees to permit Tenant to holdover on a month to month basis, at the end of the current Lease term ending October 31, 2010 provided Tenant gives Landlord at least two (2) months written notice of Tenant's intent to holdover, terminable on thirty (30) days written notice by either Party".

2. RENT DURING HOLDOVER. Paragraph 1 of the First Amendment is hereby amended to provide that the Monthly Base Rent for any holdover period shall be $5,350 per month. Tenant agrees to pay Landlord the rent monthly in advance on the first (1st) day of each and every calendar month during the term of this Lease. If payment is not received by the 10th of each month, the rent is considered late and subject to a Two Hundred Dollar ($200.00) penalty payment.

3. NOTICES. Section 4.3 of the Lease shall be amended to change the address of the Landlord as follows:

LANDLORD: Brent E. Leavitt
5845 Wilson Road
Colorado Springs, CO 80919

All rental payments should be forwarded for payment to the address listed above.

4. Landlord has the right to erect on or near a property line, at least two (2) signs no larger than four (4) feet by eight (8) feet advertising future availability of the property for lease, sell, or trade. The signs being installed must be consistent with local rules and regulations.

All of the other terms of the Lease shall remain in full force and effect except as specifically modified by this Second Amendment.

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

Attest:

"Tenant" City of Las Vegas

Beverly K. Bridges MMC, City Clerk

Oscar B. Goodman, Mayor

APPROVED AS TO FORM:

"Landlord" Vegas Valley Corporation

John S. Ridilla 7/6/10

Deputy City Attorney Date

Brent E. Leavitt, Esq.

President

John S. Ridilla
Deputy City Attorney

ATTN: CHRISTY [illegible] 761-[illegible]

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 Ls 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	Block 2 Description
Vegas Valley Corporation	Subject Matter of Contract/Agreement
Name 5845 Wilson Rd. Colorado Springs, Co. 80919	Addendum to LEASE
Address 719-598-2324	
Telephone	
EIN or DUNS	RFP#

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.	BRENT E LEAVITT	5845 Wilson Rd.	719-598-2324
2.	Majority Stockholder	Colorado Springs CO 80919	
3.	GARY W. LEAVITT	219 Las Vegas Blvd.	702-384-6933
4.	Minority Stockholder	So., Las Vegas, NV 89101	
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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 BRENT E. LEAVITT

July 30, 2010
Date

Subscribed and sworn to before me this 30 day of July, 2010

Notary Public

HEATHER L. DeSISTO NOTARY PUBLIC STATE OF COLORADO

Exp. 8/25/2013

VEGAS VALLEY CORPORATION

Business Entity Information

Status:	Active	File Date:	6/30/1955
Type:	Domestic Corporation	Entity Number:	C887-1955
Qualifying State:	NV	List of Officers Due:	6/30/2011
Managed By:		Expiration Date:	
NV Business ID:	NV19551000540	Business License Exp:	6/30/2011

Registered Agent Information

Name:	GARY W. LEAVITT	Address 1:	229 LAS VEGAS BLVD SO
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89101
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	
Mailing Zip Code:			
Agent Type:	Noncommercial Registered Agent		

Financial Information

No Par Share Count:	0	Capital Amount:	$ 25,000.00
Par Share Count:	25,000.00	Par Share Value:	$ 1.00

Officers

☐ Include Inactive Officers

Treasurer - BRENT E LEAVITT			
Address 1:	229 LAS VEGAS BLVD. SOUTH	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89101	Country:	
Status:	Active	Email:	
President - BRENT E LEAVITT			
Address 1:	229 LAS VEGAS BLVD SO.	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89101	Country:	USA
Status:	Active	Email:	
Secretary - GARY W LEAVITT			
Address 1:	229 LAS VEGAS BLVD. SOUTH	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89101	Country:	
Status:	Active	Email:	
Director - MILDRED H LEAVITT			
Address 1:	229 LAS VEGAS BLVD. SOUTH	Address 2:	
City:	LAS VEGAS	State:	NV
Zip Code:	89101	Country:	
Status:	Active	Email:	

Actions\Amendments

Action Type:	Articles of Incorporation

Document Number:	C887-1955-001	# of Pages:	0
File Date:	6/30/1955	Effective Date:	
(No notes for this action)			
Action Type:	Registered Agent Address Change		
Document Number:	C887-1955-003	# of Pages:	1
File Date:	6/18/1959	Effective Date:	
ELWIN C LEAVITT RM 206 PROF BLDG			
425 FREMONT ST LAS VEGAS NV			
Action Type:	Registered Agent Change		
Document Number:	C887-1955-004	# of Pages:	1
File Date:	12/04/1997	Effective Date:	
ELWIN C LEAVITT			
229 LAS VEGAS BLVD SO. LAS VEGAS NV 89101 MJM			
Action Type:	Annual List		
Document Number:	C887-1955-006	# of Pages:	1
File Date:	5/15/1998	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C887-1955-009	# of Pages:	1
File Date:	6/28/1999	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C887-1955-010	# of Pages:	1
File Date:	7/10/2000	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C887-1955-008	# of Pages:	1
File Date:	7/05/2001	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C887-1955-005	# of Pages:	1
File Date:	7/08/2002	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C887-1955-007	# of Pages:	1
File Date:	7/08/2003	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	C887-1955-002	# of Pages:	1
File Date:	6/24/2004	Effective Date:	
List of Officers for 2004 to 2005			
Action Type:	Annual List		
Document Number:	20050190363-19	# of Pages:	1
File Date:	5/19/2005	Effective Date:	
05-06			
Action Type:	Annual List		
Document Number:	20060228417-92	# of Pages:	1
File Date:	4/11/2006	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20070251213-43	# of Pages:	1
File Date:	4/10/2007	Effective Date:	
(No notes for this action)			

Action Type:	Annual List		
Document Number:	20080257442-54	# of Pages:	1
File Date:	4/15/2008	Effective Date:	
(No notes for this action)			
Action Type:	Annual List		
Document Number:	20090492526-69	# of Pages:	1
File Date:	6/17/2009	Effective Date:	
09/10			
Action Type:	Annual List		
Document Number:	20100463946-65	# of Pages:	1
File Date:	6/25/2010	Effective Date:	
(No notes for this action)			

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
Approval of a Restrictive Covenant and Grant of Conservation Easement from the City of Las Vegas to Southern Nevada Water Authority in accordance with the Water Smart Landscapes Program for lawn converted to drought tolerant landscaping at 900 South Durango Drive also known as Fire Station 2, APN 138-32-802-001 - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas converted lawn to drought tolerant landscaping at Fire Station 2, which meets requirements of the Watersmart Landscapes Program. As a result the City of Las Vegas will receive an incentive payment in the amount of $13,816.00. The city is required to provide an easement in perpetuity to Southern Nevada Water Authority in accordance with the Uniform Conservation Easement Act provided for in Nevada Revised Statute 111.390 to 111.440, inclusive.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Restrictive Covenant and Grant of Conservation Easement

APN: 13832802001

When Recorded, Return To:

Southern Nevada Water
Authority
Conservation Division
PO Box 99956
MS 110
Las Vegas, NV 89193-9956

RESTRICTIVE COVENANT
AND GRANT OF CONSERVATION EASEMENT

This Restrictive Covenant and Grant of Conservation Easement (the "**Covenant**"), is made by the undersigned owner, as the grantor, (the "**Owner**") and Southern Nevada Water Authority, a cooperative agency formed under and pursuant to NRS 277.080 to 277.180, inclusive, as the holder ("**Authority**"), and effective upon the date the Owner's signature was notarized, with reference to the following facts and is as follows:

RECITALS:

A. The Owner is the owner in fee simple of that certain real property commonly known as 900 S DURANGO DR, LAS VEGAS, Nevada and more particularly described in **Exhibit A** hereto and by this reference incorporated herein. The Authority, has heretofore implemented its Water Smart Landscapes Program (the "**Program**") for the express purpose of permanently reducing demand for water resources and reducing or deferring major infrastructure needs. The Program accomplishes its goal by making incentive payments to participants who convert lawn and/or water surface to landscaping which meets the requirements of the Program as set forth in the "Requirements for the Converted Area" portion of the Program Conditions (herein "drought tolerant landscaping").

B. Pursuant to Program guidelines, the Owner has converted a qualifying portion of the lawn and/or water surface present on the Property to drought tolerant landscaping in the size described in **Exhibit B** hereto and depicted in **Exhibit C** hereto, and has received an incentive payment from the Authority in exchange therefor, receipt of which is hereby acknowledged by Owner.

C. In order for the Authority to maximize the water savings desired by the Program, it is essential that the Owner and all successors in interest of the Owner sustain the conversion described in **Exhibit B** and **Exhibit C** in perpetuity.

D. It is the purpose of this Covenant granted hereby to provide a significant public benefit by protecting and preserving in perpetuity natural resources.

E. This Covenant is created pursuant to the Uniform Conservation Easement Act provided for in NRS 111.390 to 111.440, inclusive. The Authority is a governmental body empowered to hold an interest in real property.

F. The Owner declares that the Property is and shall be held, conveyed, hypothecated, developed or encumbered, subject to this Covenant, which shall run with the land and every portion thereof and interest therein pursuant to NRS 116.390 to 111.440, inclusive, and shall be binding upon the Owner and all successors in interest to the Owner in perpetuity.

G. The Owner and Authority recognizing the importance of the conservation of water have the common purpose of conserving the water usage with respect to the Property by the conveyance of this Covenant on the Property.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, terms, conditions and restrictions contained in and pursuant to the laws of Nevada, including, but not limited to, NRS 111.390 to 111.440, Owner and the Authority covenant as follows:

1. Grant of Easement. Owner voluntarily grants and conveys to the Authority the Conservation Easement as part of this Covenant, in perpetuity, over the Property of the nature and character and to the extent herein set forth, and hereby covenants and agrees as set forth below.

2. Conservation Easement. Owner hereby covenants and agrees that the portion of the lawn and/or water surface on the Property which is described in **Exhibit B** and depicted on **Exhibit C** that has been converted to drought tolerant landscaping in accordance with the Program shall be indefinitely sustained, to the extent reasonably practicable. Subject to **Section 4** hereof, any intentional modification whatsoever to the drought tolerant landscaping installed on the Property in accordance with the Program, including, without limitation, the installation of irrigated lawn or grass, spray irrigation systems, swimming pools, ponds or other bodies of water or water features upon or within any areas depicted and/or described in **Exhibit C** shall constitute a breach and violation of terms of this Covenant.

3. Benefit. This Covenant is made for the express benefit of the Authority and its successors and assigns.

4. Consent and Waiver. The Authority and its successors and assigns may consent to modifications of the drought tolerant landscaping installed in accordance with the

Program and depicted and described in **Exhibit B and Exhibit C** hereto, such that water efficiency features as described may be replaced or modified without the Authority's consent in the course of normal maintenance of the Property provided that the outcome of such changes provides equal or greater water efficiency and provided

that no irrigated lawn or grass, spray irrigation, swimming pools, ponds or other bodies of water or water features are developed in or upon the areas depicted in **Exhibit C**. The Authority may agree to waive the requirements of this Covenant altogether, in its sole and absolute discretion. Any such consent to a modification or waiver shall be binding on the Authority and its successors and assigns only if it is in writing and is executed by a duly authorized representative of the Authority or its successors or assigns hereunder and recorded in the official records of the County Recorder of Clark County, Nevada.

5. General Provisions.

(a) Liberal Construction. The Covenant hereof shall be liberally construed to promote and accomplish the objectives set forth in the Recitals.

(b) Enforcement. The Authority and its successors and assigns shall have all rights of enforcement and remedies for breach available at law and in equity including, without limitation, the right to damages and the right to injunctive and other equitable relief to enforce this Covenant. No delay in enforcing this Covenant or any portion hereof shall be deemed a waiver thereof, or of the part not enforced, it being the intent of the parties that a waiver may be granted only by a written instrument signed by the Authority or its successors or assigns and recorded as set forth in **Section 4** hereof.

(c) Authority. The undersigned person executing this Covenant as the Owner is the record owner of the Property, or has been delegated the authority to execute this Covenant on behalf of the Owner as evidenced by a duly executed and recorded power of attorney indicating authorization to act on behalf of the Owner, and represents and certifies that such person or entity is duly authorized and has been empowered to execute and deliver this Covenant.

(d) Captions. The captions contained within this Covenant are for convenience only and do not constitute a portion of the Covenant itself.

(e) Governing Law; Venue. This Covenant is governed by, and shall be construed in accordance with, the laws of the State of Nevada. Venue for the resolution of any dispute arising out of this Covenant shall be limited to the Eighth Judicial District Court of the State of Nevada, and any appellate court in an appeal from the decision of such court, and the Owner and all successors and assigns each irrevocably and unconditionally waive, to the fullest extent each may legally do so, any objection or defense which each may now or later have to the laying of venue of any suit, action or proceeding relating to this Covenant in any court referred to in this **Section 5(e)**.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL MAP FILE 57 PAGE 61
PT LOT 4

SEC 32TWP 20RNG 60

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

The Project is comprised of 11311 square feet of landscaping in the specific areas described in Exhibit C and having the following characteristics:

Physical description of the Project area:

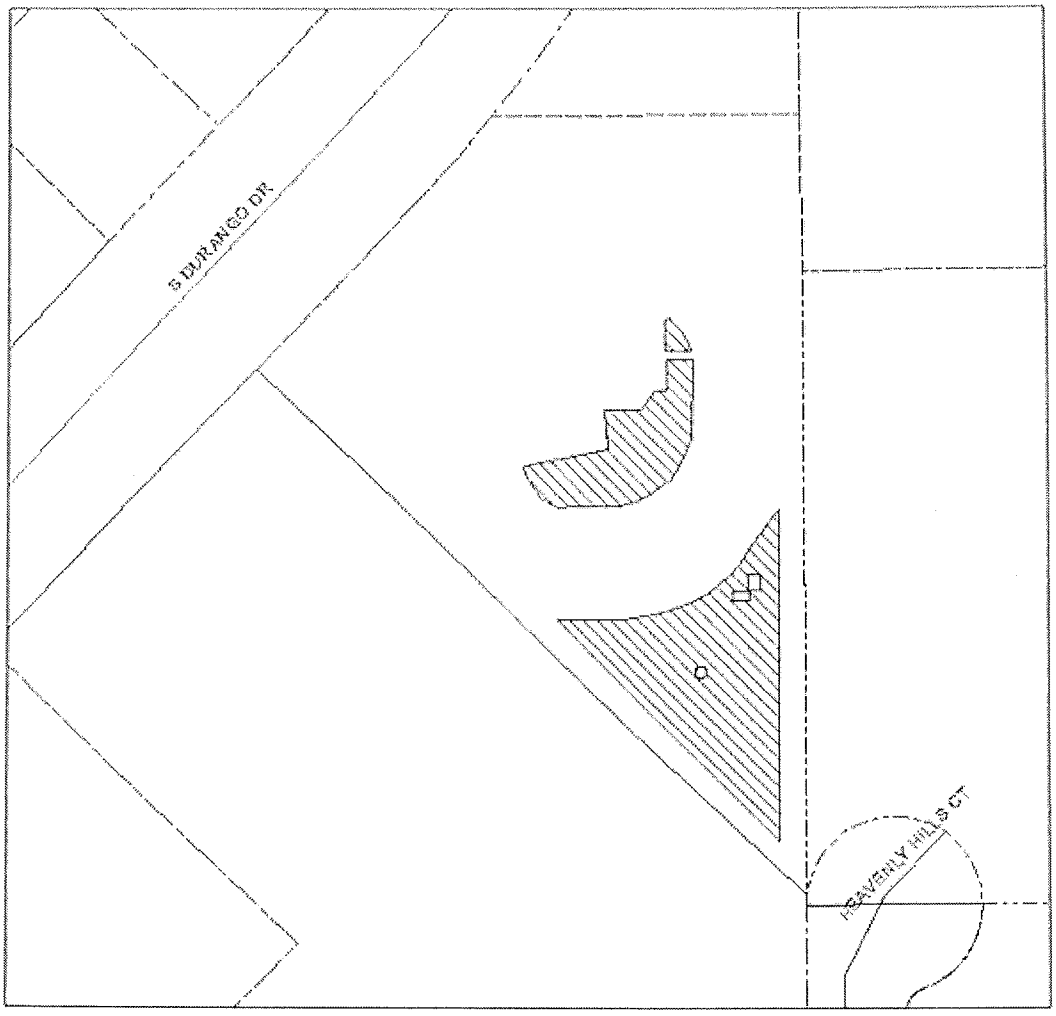
A) Living Plants - The project areas may have living plants; however, there is no lawn grass in the project area.

B) Irrigation systems - The project areas either have no irrigation system or a low-volume
drip irrigation system. If a watering system is used, it is a drip irrigation system equipped with a filter, pressure regulator and emitters rated at 20 gallons per hour (gph) or less. The system is maintained free of leaks and malfunctions. No spray irrigation is applied to the area, including spray from irrigation systems adjacent to the project area.

C) Surface Treatments - The project area is covered by a layer of mulch permeable to air
and water, including, but not limited to rock, bark, ungrouted stepping stones and artificial turf manufactured to be permeable or a high-density planting of living groundcover plants. There are no impermeable barriers that would inhibit the passage of air and/or water to the soil.

Parcel Number:
13832802001

Exhibit C



Total Sq Ft.
11311
Incentive Amount
13816

0 50 100 200 300 Feet

NORTH

Legal Description
PARCEL MAP FILE 57 PAGE 61
PT LOT 4
SEC 32TWP 20RNG 60

Legend
Converted Area
Parcels

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

OWNER:
CITY OF LAS VEGAS

OSCAR B. GOODMAN,
Mayor

Daphnee Legarza, Field Operations
Parks Maintenance Manager

APPROVED AS TO FORM:

John S. Ridilla 8/10/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2010, personally appeared before me, a Notary Public in and for said County and State, OSCAR B. GOODMAN, Mayor and DAPHNEE LEGARZA, Field Operations Parks Maintenance Manager, City of Las Vegas, known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
Approval of a Restrictive Covenant and Grant of Conservation Easement from the City of Las Vegas to Southern Nevada Water Authority in accordance with the Water Smart Landscapes Program for lawn converted to drought tolerant landscaping at 421 South 15th Street also known as Fire Station 4, APN 139-35-413-003 - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas converted lawn to drought tolerant landscaping at Fire Station 4, which meets requirements of the Watersmart Landscapes Program. As a result the City of Las Vegas will receive an incentive payment in the amount of $22,671.00. The city is required to provide an easement in perpetuity to Southern Nevada Water Authority in accordance with the Uniform Conservation Easement Act provided for in Nevada Revised Statute 111.390 to 111.440, inclusive.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Restrictive Covenant and Grant of Conservation Easement

APN: 13935413003

When Recorded, Return To:

Southern Nevada Water
Authority
Conservation Division
PO Box 99956
MS 110
Las Vegas, NV 89193-9956

RESTRICTIVE COVENANT
AND GRANT OF CONSERVATION EASEMENT

This Restrictive Covenant and Grant of Conservation Easement (the "**Covenant**"), is made by the undersigned owner, as the grantor, (the "**Owner**") and Southern Nevada Water Authority, a cooperative agency formed under and pursuant to NRS 277.080 to 277.180, inclusive, as the holder ("**Authority**"), and effective upon the date the Owner's signature was notarized, with reference to the following facts and is as follows:

RECITALS:

A. The Owner is the owner in fee simple of that certain real property commonly known as 420 S 16TH ST, LAS VEGAS, Nevada and more particularly described in **Exhibit A** hereto and by this reference incorporated herein. The Authority, has heretofore implemented its Water Smart Landscapes Program (the "**Program**") for the express purpose of permanently reducing demand for water resources and reducing or deferring major infrastructure needs. The Program accomplishes its goal by making incentive payments to participants who convert lawn and/or water surface to landscaping which meets the requirements of the Program as set forth in the "Requirements for the Converted Area" portion of the Program Conditions (herein "drought tolerant landscaping").

B. Pursuant to Program guidelines, the Owner has converted a qualifying portion of the lawn and/or water surface present on the Property to drought tolerant landscaping in the size described in **Exhibit B** hereto and depicted in **Exhibit C** hereto, and has received an incentive payment from the Authority in exchange therefor, receipt of which is hereby acknowledged by Owner.

C. In order for the Authority to maximize the water savings desired by the Program, it is essential that the Owner and all successors in interest of the Owner sustain the conversion described in **Exhibit B** and **Exhibit C** in perpetuity.

D. It is the purpose of this Covenant granted hereby to provide a significant public benefit by protecting and preserving in perpetuity natural resources.

E. This Covenant is created pursuant to the Uniform Conservation Easement Act provided for in NRS 111.390 to 111.440, inclusive. The Authority is a governmental body empowered to hold an interest in real property.

F. The Owner declares that the Property is and shall be held, conveyed, hypothecated, developed or encumbered, subject to this Covenant, which shall run with the land and every portion thereof and interest therein pursuant to NRS 116.390 to 111.440, inclusive, and shall be binding upon the Owner and all successors in interest to the Owner in perpetuity.

G. The Owner and Authority recognizing the importance of the conservation of water have the common purpose of conserving the water usage with respect to the Property by the conveyance of this Covenant on the Property.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, terms, conditions and restrictions contained in and pursuant to the laws of Nevada, including, but not limited to, NRS 111.390 to 111.440, Owner and the Authority covenant as follows:

1. Grant of Easement. Owner voluntarily grants and conveys to the Authority the Conservation Easement as part of this Covenant, in perpetuity, over the Property of the nature and character and to the extent herein set forth, and hereby covenants and agrees as set forth below.

2. Conservation Easement. Owner hereby covenants and agrees that the portion of the lawn and/or water surface on the Property which is described in **Exhibit B** and depicted on **Exhibit C** that has been converted to drought tolerant landscaping in accordance with the Program shall be indefinitely sustained, to the extent reasonably practicable. Subject to **Section 4** hereof, any intentional modification whatsoever to the drought tolerant landscaping installed on the Property in accordance with the Program, including, without limitation, the installation of irrigated lawn or grass, spray irrigation systems, swimming pools, ponds or other bodies of water or water features upon or within any areas depicted and/or described in **Exhibit C** shall constitute a breach and violation of terms of this Covenant.

3. Benefit. This Covenant is made for the express benefit of the Authority and its successors and assigns.

4. Consent and Waiver. The Authority and its successors and assigns may consent to modifications of the drought tolerant landscaping installed in accordance with the

Program and depicted and described in **Exhibit B and Exhibit C** hereto, such that water efficiency features as described may be replaced or modified without the Authority's consent in the course of normal maintenance of the Property provided that the outcome of such changes provides equal or greater water efficiency and provided

that no irrigated lawn or grass, spray irrigation, swimming pools, ponds or other bodies of water or water features are developed in or upon the areas depicted in **Exhibit C**. The Authority may agree to waive the requirements of this Covenant altogether, in its sole and absolute discretion. Any such consent to a modification or waiver shall be binding on the Authority and its successors and assigns only if it is in writing and is executed by a duly authorized representative of the Authority or its successors or assigns hereunder and recorded in the official records of the County Recorder of Clark County, Nevada.

5. General Provisions.

(a) Liberal Construction. The Covenant hereof shall be liberally construed to promote and accomplish the objectives set forth in the Recitals.

(b) Enforcement. The Authority and its successors and assigns shall have all rights of enforcement and remedies for breach available at law and in equity including, without limitation, the right to damages and the right to injunctive and other equitable relief to enforce this Covenant. No delay in enforcing this Covenant or any portion hereof shall be deemed a waiver thereof, or of the part not enforced, it being the intent of the parties that a waiver may be granted only by a written instrument signed by the Authority or its successors or assigns and recorded as set forth in **Section 4** hereof.

(c) Authority. The undersigned person executing this Covenant as the Owner is the record owner of the Property, or has been delegated the authority to execute this Covenant on behalf of the Owner as evidenced by a duly executed and recorded power of attorney indicating authorization to act on behalf of the Owner, and represents and certifies that such person or entity is duly authorized and has been empowered to execute and deliver this Covenant.

(d) Captions. The captions contained within this Covenant are for convenience only and do not constitute a portion of the Covenant itself.

(e) Governing Law; Venue. This Covenant is governed by, and shall be construed in accordance with, the laws of the State of Nevada. Venue for the resolution of any dispute arising out of this Covenant shall be limited to the Eighth Judicial District Court of the State of Nevada, and any appellate court in an appeal from the decision of such court, and the Owner and all successors and assigns each irrevocably and unconditionally waive, to the fullest extent each may legally do so, any objection or defense which each may now or later have to the laying of venue of any suit, action or proceeding relating to this Covenant in any court referred to in this **Section 5(e)**.

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

OWNER:
CITY OF LAS VEGAS

OSCAR B. GOODMAN,
Mayor

Daphnee Legarza, Field Operations
Parks Maintenance Manager

APPROVED AS TO FORM:

John S. Ridilla 8/13/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2010, personally appeared before me, a Notary Public in and for said County and State, OSCAR B. GOODMAN, Mayor and DAPHNEE LEGARZA, Field Operations Parks Maintenance Manager, City of Las Vegas, known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

MAYFAIR TRACT #2 AMD
PLAT BOOK 2 PAGE 47
BLOCK 3
SCHOOL LOT

SEC 35TWP 20RNG 61

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

The Project is comprised of 20166 square feet of landscaping in the specific areas described in Exhibit C and having the following characteristics:

Physical description of the Project area:

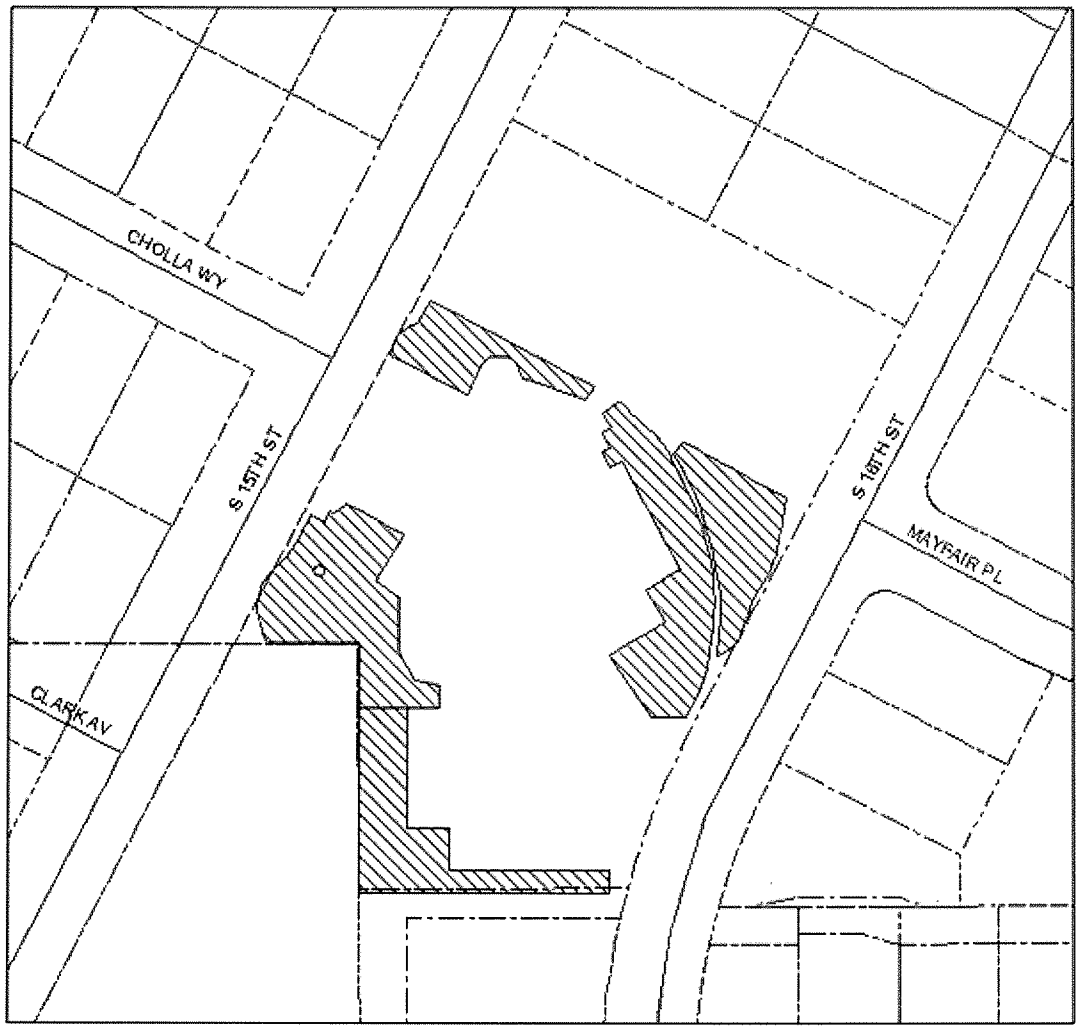
A) Living Plants - The project areas may have living plants; however, there is no lawn grass in the project area.

B) Irrigation systems - The project areas either have no irrigation system or a low-volume
drip irrigation system. If a watering system is used, it is a drip irrigation system equipped with a filter, pressure regulator and emitters rated at 20 gallons per hour (gph) or less. The system is maintained free of leaks and malfunctions. No spray irrigation is applied to the area, including spray from irrigation systems adjacent to the project area.

C) Surface Treatments - The project area is covered by a layer of mulch permeable to air
and water, including, but not limited to rock, bark, ungrouted stepping stones and artificial turf manufactured to be permeable or a high-density planting of living groundcover plants. There are no impermeable barriers that would inhibit the passage of air and/or water to the soil.

Parcel Number:
13935413003

Exhibit C



Total Sq. Ft.
20166
Incentive Amount
22671

0 50 100 200 300 Feet

NORTH

Legal Description
MAYFAIR TRACT #2 AMD
PLAT BOOK 2 PAGE 47
BLOCK 3
SCHOOL LOT
SEC 35 TWP 20 RNG 61

Legend
Converted Area
Parcels

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 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: $179,673,462.18
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:
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.

BACKUP DOCUMENTATION:
Summary of Cash Expenditures for the period 08/01-08/15/10

City of Las Vegas

Summary of Cash Expenditures

For period of 8/1-8/15/10

Total Services & Materials Checks :	**$13,296,258.59**
Total Services & Materials EFT Payments :	**$14,271,849.78**
Total Wire Transfers:	**$145,674,682.62**
Total Payroll Checks:	**$6,430,671.19**
Grand Total:	**$179,673,462.18**

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 September 1, 2010, the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Mexican Independence Day, Location: Agave Mexican Restaurant, 10820 West Charleston Boulevard, Date: September 16, 2010, Type: Special Event General, Event: Outdoor Event with Live Bands, Responsible Person in Charge: Jason Terry - Ward 2 (Wolfson)

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 time is 12:00 p.m. - 2:00 a.m. Estimated attendance is 100. 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: SEPTEMBER 1, 2010

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

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Benismi, LLC, dba Johnny Tocco's Boxing Gym, Location: 9 West Charleston Boulevard, Dates: September 3 and October 1, 2010, Type: Special Event General, Event: First Friday Open Gym, Responsible Person in Charge: Elizabeth Smith - 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 time is 7:00 p.m. - 10:00 p.m. Estimated attendance is 100. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Mexican Patriotic Committee, Location: East Fremont Entertainment District, 500 Fremont Street, Dates: September 15 and 16, 2010, Type: Special Event Beer/Wine, Event: Mexican Independence Festival, Responsible Person in Charge: Gustavo Gutierrez - Ward 5 (Barlow)

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 time is 3:00 p.m. - 12:00 a.m. Estimated attendance is 3,000. Security provided by the Metropolitan Police Department.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
Approval of an extension of a Temporary Tavern License for Change Ownership and Change of Business Name, From: The Square Apple, Inc., dba The Square Apple, To: Crews Tavern, Inc., dba Crews' N, 1000 East Sahara Avenue, Suite 105, Jody Tomita, Pres, Secy, 50% and Dennis Schulte, Treas, Dir, 50% - 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 Change Ownership and Change of Business Name.

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.: **25.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 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, SB Summerhill, LLC, dba Smashburger, 7541 West Lake Mead Boulevard, Suite 110, SB Summerhill, LLC, 100%, Kimberly Gunderson, Subtrust, 24.667%, James Weidner, Subtrust, 24.667%, Alexander Weidner, Subtrust, 24.667%, Jerry & Kimberly Gunderson Trust, 26%, Jerry & Kimberly Gunderson, Co-Managers, Trustees - Ward 1 (Tarkanian)

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.: **26.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
Approval of an extension of a Temporary Locksmith License, Able Lock & Key, Inc., dba Able Lock & Key, 1913 East Charleston Boulevard, Sonia Osbourne, Pres, Dir, 10% and Sue Lee, Secy, Treas, 90% - 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 Locksmith 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 and subject to the following conditions:

1. All vehicles will be clearly marked with business name.
2. All employees will wear identifiable uniforms with business name.
3. All employees will maintain valid work cards.
4. Key employee, Thomas L. Tedrow, will remain employed.
5. Key employee, Geoffrey D. Sklar, will remain employed.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
Approval of a Change of Ownership for a Psychic Arts and Science License subject to the provisions of the Fire Dept., From: Psychic Solutions, LLC, To: Angie Marks, dba Psychic Solutions, 2925 West Sahara Avenue, Angie Marks, Owner, 100% - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Ownership for a Psychic Arts and Science License.

RECOMMENDATION:
Recommend approval subject to the provisions of the Fire Dept and 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.: **28.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
Approval of an extension of a Temporary Burglar Alarm Service License, Interface Security Systems, LLC, dba Interface Security Systems, LLC, 3773 Corporate Center Drive, Michael Shaw, Mgr, Kenneth Obermeyer, Mgr, Michael McLeod, Mgr, and Interface Security Systems Holdings, Inc., 100% - Missouri

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 report.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
Approval of an extension of a Temporary Class III-A Secondhand Dealer License, Check City Partnership, LLC, dba Check City, 631 North Nellis Boulevard, Check City Partnership, LLC, 100%, Rebs, Inc., James Marchesi, Mgr and Tosh, Inc., Todd Rawle, Secy, Treas, Dir, Richard Rawle, Pres, Tracy Rawle, Shareholder, Tosh Rawle, Shareholder, Amber Callister, Shareholder - 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 Class III-A Secondhand Dealer 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 and subject to the following condition:

1. Limited to the purchase of precious metals.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
Approval of an extension of a Temporary Class III-A Secondhand Dealer License, Check City Partnership, LLC, dba Check City, 1990 North Rainbow Boulevard, Check City Partnership, LLC, 100%, Rebs, Inc., James Marchesi, Mgr and Tosh, Inc., Todd Rawle, Secy, Treas, Dir, Richard Rawle, Pres, Tracy Rawle, Shareholder, Tosh Rawle, Shareholder, Amber Callister, Shareholder - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Class III-A Secondhand Dealer 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 and subject to the following condition:

1. Limited to the purchase of precious metals.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
Approval of an extension of a Temporary Class III-A Secondhand Dealer License, Check City Partnership, LLC, dba Check City, 2475 South Jones Boulevard, Suite 2, Check City Partnership, LLC, 100%, Rebs, Inc., James Marchesi, Mgr and Tosh, Inc., Todd Rawle, Secy, Treas, Dir, Richard Rawle, Pres, Tracy Rawle, Shareholder, Tosh Rawle, Shareholder, Amber Callister, Shareholder - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Class III-A Secondhand Dealer 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 and subject to the following condition:

1. Limited to the purchase of precious metals.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
Approval of an extension of a Temporary Class III-A Secondhand Dealer License, Check City Partnership, LLC, dba Check City, 5861 West Craig Road, Suite 104, Check City Partnership, LLC, 100%, Rebs, Inc., James Marchesi, Mgr and Tosh, Inc., Todd Rawle, Secy, Treas, Dir, Richard Rawle, Pres, Tracy Rawle, Shareholder, Tosh Rawle, Shareholder, Amber Callister, Shareholder - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Class III-A Secondhand Dealer 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 and subject to the following condition:

1. Limited to the purchase of precious metals.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
Approval of an extension of a Temporary Class III-A Secondhand Dealer License, Check City Partnership, LLC, dba Check City, 6378 West Lake Mead Boulevard, Check City Partnership, LLC, 100%, Rebs, Inc., James Marchesi, Mgr and Tosh, Inc., Todd Rawle, Secy, Treas, Dir, Richard Rawle, Pres, Tracy Rawle, Shareholder, Tosh Rawle, Shareholder, Amber Callister, Shareholder - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Class III-A Secondhand Dealer 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 and subject to the following condition:

1. Limited to the purchase of precious metals.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
Approval of an extension of a Temporary Class III-A Secondhand Dealer License, Check City Partnership, LLC, dba Check City, 7350 West Cheyenne Avenue, Suites 111 & 112, Check City Partnership, LLC, 100%, Rebs, Inc., James Marchesi, Mgr and Tosh, Inc., Todd Rawle, Secy, Treas, Dir, Richard Rawle, Pres, Tracy Rawle, Shareholder, Tosh Rawle, Shareholder, Amber Callister, Shareholder - 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 Class III-A Secondhand Dealer 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 and subject to the following condition:

1. Limited to the purchase of precious metals.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **35.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:

ABEYANCE ITEM - Approval of Contract No. 110013-JL, Legal Consulting Services for Symphony Park located at 100 South Grand Central Parkway - APNs 139-34-110-002 and 104 - City Parkway V, Inc. - Award recommended to: SANTORO, DRIGGS, WALCH, KEARNEY & THOMPSON, LTD (not-to-exceed $270,000 - City Parkway V Operating Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $270,000
Funding Source: City Parkway V Operating Fund
Dept./Division: City Parkway V, Inc.

PURPOSE/BACKGROUND:

City Parkway V has previously retained the legal services of Santoro, Driggs, Walch, Kearney &Thompson, LTD in regard to environmental issues on the former Union Pacific 61-acre parcel known as Symphony Park. This contract allows continuation of those services. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: D. Dixon
POC: Gregory J. Walch - (702) 791-0308

RECOMMENDATION:

That City Council approve award of Contract No. 110013-JL, Legal Consulting Services for Symphony Park to Santoro, Driggs, Walch, Kearney & Thompson, LTD in the annual not-to-exceed amount of $270,000 from date of award through August 17, 2011 with five one-year options to renew. Authority to execute the Contract is given to the President of City Parkway V, Inc.

BACKUP DOCUMENTATION:

1. Contract No. 110013-JL
2. Certificate - Disclosure of Ownership/Principals

CONTRACT
Legal Consulting Services for Symphony Park

THIS CONTRACT is being entered into this _____ day of _____, 2010, by and between the CITY PARKWAY V, INC., (hereinafter"CP V") a non-profit corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and Santoro, Driggs, Walch, Kearney, Holly & Thompson (hereinafter the "Firm"), LTD, located at 400 South Fourth Street, Las Vegas, Nevada 89101.

SECTION A – Contract Form

The subject matter of this Contract is the performance of legal services in matters relating to City Parkway V, City Parkway IV A and other parties as outlined in Attachment A to this contract.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Award Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of CP V.

(b) *"City"* means the City of Las Vegas.

(c) *"City Council"* means the governing body of the City of Las Vegas.

(d) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by CP V and the Firm.

(e) *"Firm"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(f) *"Firm Representative"* means the individual authorized to act on behalf of the Firm regarding routine matters arising under or relating to this Contract.

(g) *"Non-exclusive Contract"* means a Contract under which CP V agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

(h) *"Not-To-Exceed Amount"* means the dollar expenditure limit placed on performance which will include all labor, reimbursable expenses, overhead and fee.

(i) *"Reimbursable Expenses"* means expenses associated with activities and duties required to provide services such reproduction, reports, telephone, facsimile and other materials approved by the Project Manager.

B-2 Contract Type

This Contract provides for legal counsel services. The contract type is Labor Hour with allowable payment for ancillary costs related to the labor incurred. This is a Non-exclusive Contract.

B-3 Contract Value

The amount of the Contract shall not exceed Two Hundred and Seventy Thousand Dollars ($270,000) per year.

B-4 Compensation

(a) The Company will be compensated in accordance with the fee schedule set forth in Paragraph B-4 (c), below.

(b) **Not-To-Exceed (NTE) Amount.** CP V will pay the Firm for services performed at fixed labor rates and for the payment of expenses limited to a NTE amount of Two Hundred and Seventy Thousand Dollars ($270,000) per year. The Firm shall provide written notification to CP V when it has reached 85 percent (85%) of the NTE amount. If the Firm believes the work cannot be completed within the NTE amount, it shall provide an

estimate by labor category of the additional budget needed. A modification to increase the NTE may be negotiated, or CP V may elect to terminate the contract. The Firm shall in no event exceed the NTE amount without prior written authorization.

(c) **Attorney Fees.** CP V will pay the Firm fixed hourly labor rates to be pro-rated for actual time incurred.

Name	Hourly Billing Rate
Gregory J. Walch	$400.00
Stacy Harrop	$275.00
Natasha Dalton	$150.00

Other attorneys may be utilized from time to time, and Labor rates remain in effect until August 16, 2010 at which time the Firm may submit a request for price adjustment to the City. Price adjustments are subject to negotiation. There may only be one price adjustment per subsequent twelve (12) month periods.

(d) **Reimbursable Expenses.** CP V will reimburse the Firm for Reimbursable Expenses incurred in the performance of services up to the NTE amount. The Firm will invoice such expenses at actual cost without an additional mark-up fee. No reimbursable cost in excess of Ten Thousand Dollars ($10,000) shall be incurred without prior approval of CP V. The Firm will not charge for Reimbursable Expenses consisting of travel or express deliveries to any Nevada location, or for long distance telephone calls within the United States.

B-5 Contract Term/Delivery Schedule

(a) The contract term is from date of award for a period of twelve (12) months. CP V reserves the right to exercise five (5) one-year options to extend the Contract period. CP V will provide a written notice of its intent to exercise an option to the Firm within thirty (30) days of the Contract expiration date. If the Contract is extended, the Firm will honor the current fixed price labor rates stated in B-3(4) unless otherwise modified through negotiation. The Firm is not obligated to incur expenses and CPV is not obligated to pay claims for these options unless CP V exercises them in writing. This last sentence is confusing. Perhaps change to: The Firm may not assume the Contract has been renewed absent written notification from CP V.

B-6 Payment/Invoices

Firm shall submit monthly invoices to CP V for the previous month's charges for services provided to CP V. All invoices should identify the following:

(i) Performance dates covered.
(ii) Date of the invoice.
(III) Associated purchase order number.
(iv) Percentage of the Not-to-Exceed amount expended; and
(v) Any reasonable supporting information requested by CP V.

ORIGINAL TO:
Department of Finance and Business Services
ATTN: Accounts Payable
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101 – 2986

WITH COPY TO:
Department of Business Development
ATTN: Scott Adams, Director
City Hall/2nd Floor
400 Stewart Ave.
Las Vegas, NV 89101

AND:
Department of Finance and Business Services
ATTN: Mark Vincent, Director
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101 – 2986

(c) A representative of the Firm shall review the invoice in a manner to reasonably cause the invoice to be just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from CP V, The City, or any other source.

SECTION C – Statement of Work

C-1 General Scope of Services

(a) The Firm shall provide the services listed in the Engagement Letter, dated July 7, 2010, Attachment 1 attached hereto and incorporated as a part of this Agreement.

(b) CP V empowers the Firm to take such legal action as may be advisable in the judgment of the Firm in disputed matters, provided that the Firm will not effect a final compromise without the prior approval of CP V or its designated representative. The Firm has no authority to bind CP V to any agreement or payment to a third party under this Contract.

(c) Services provided by the Firm are limited to those contracted explicitly herein. Additional services may, however, be provided by the Firm under this Contract if so requested by CP V and mutually agreed to by both parties. Additional services will only be performed pursuant to a written contract modification, executed by both parties.

(d) The Firm will provide CP V with status reports as the City may reasonably request.

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

(i) received by the party to whom it is directed by hand delivery or personal service, or
(ii) transmitted by facsimile with confirmation of transmission, or
(iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:
City of Las Vegas
Manager, Purchasing and Contracts
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964

FOR THE FIRM:
Gregory J. Walch
Santoro, Driggs, Walch, Kearney, Holley & Thompson
400 S. Fourth Street, Third Floor
Las Vegas NV 89101
Fax: (702) 791-1912

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to the Project Manager or the Firm Representative, as appropriate.

D-2 Personnel

The Firm's work on City Parkway V will be done primarily by attorneys in the Firm's municipal finance department located in its Las Vegas, Nevada offices. Gregory J. Walch, who is a licensed Nevada attorney and resident of Nevada, will be the principal lawyer involved in performing legal services for CP V pursuant to this Contract. In addition, the Firm may be assisted in performing these legal services by lawyers who are not licensed to practice law in Nevada. Generally, these lawyers assist in matters of federal law, but sometimes are consulted in attempting to resolve other questions, and these lawyers also sometimes assist the Firm in legal research and document drafting. In any event, the Firm's Nevada lawyers will be responsible for all legal services and legal work rendered to CP V pursuant to this contract, and all formal legal opinions will be rendered and executed by Nevada lawyers, Santoro, Driggs, Walch, Kearney, Holley & Thompson, LTD, which is the name under which the Firm's Nevada office does business.

D-3 Experts

The Firm may employ experts to assist with matters regarding work under this Contract. Advance authorization must be obtained by the Firm from CP V. Expert fees will be paid by CP V at cost.

D-4 Project Manager/Company Representative [CAO-7/24/08]

(a) CP V designates Scott Carter as the Project Manager for this Contract. CP V will provide written notice to the Firm should there be a subsequent Project Manager change. The Project Manager will be the Firm's principal point of contact at CP V regarding any matters relating to this Contract, will provide all general direction to the Firm regarding Contract performance, and will provide guidance regarding CP V's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.

(b) The Firm designates Gregory J. Walch as the Firm Representative for this Contract. The Firm will provide written notice to CP V should there be a subsequent Firm Representative change. CP V has the right to assume that the Firm Representative has full authority to act for the Firm on all matters arising under or relating to this Contract.

D-5 Warranty – Services [CAO-7/24/08]

The Firm warrants that services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of the Firm to perform the services in accordance with this Contract, the Firm shall, at no cost to CP V, re-perform or perform the services so that the services conform to the warranty

D-6 Licenses/Registrations

During the entire performance period of this Contract, the Firm shall maintain all federal, state, and local licenses and registrations applicable to the work performed under this Contract.

D-7 Intellectual Property Rights [CAO-7/24/08]]

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of CP V are exclusively the property of CP V.

D-8 Attorney/Client Relationship

In the performance of services under this Contract, City Parkway V will be the Firm's client and an attorney-client relationship will exist between City Parkway V and the Firm. The Firm represents CP V rather than City Council, individual Council elected officials or City officers and employees.

D-9 Exclusive Benefit of the Parties

This contract is not intended to create any rights, powers or interests in any third party, and this Contract is entered into for the exclusive benefit of CP V and the Firm.

D-10 Conflict of Interest - Firm

The Firm shall abide by and perform its duties in accordance with the ethics of the legal profession and all federal and state laws and regulations regulating the practice of law.

D-11 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

SECTION E – General Clauses

E-1 Disputes [CAO-7/25/08]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, CP V is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Firm, the Firm shall notify CP V of its intent to proceed further with the claim or dispute and, in response thereto, CP V shall notify the Firm as to its selected forum for resolution. For any and all claims or disputes asserted by CP V, CP V shall notify the Firm of its intent to proceed with further resolution and, in the same notice, whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by CP V as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-7/24/08]

(a) Should the timely performance of this Contract be jeopardized by the non-availability of CP V provided personnel, data, or equipment, the Firm immediately shall notify CP V in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, CP V will advise the Firm in writing of the action which will be taken to remedy the situation.

(b) The Firm shall advise CP V in writing of an impending failure to meet established milestones or delivery dates based on the Firm's failure to perform. Notice shall be provided as soon as the Firm is aware of the situation; however, such notice shall not relieve the Firm from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-7/24/08]

CP V shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from CP V to the Firm specifying the extent and effective date of the termination. On the effective date of the termination, the Firm shall terminate all work and take all reasonable actions to mitigate expenses. The Firm shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by CP V. In the event of such termination, CP V agrees to pay the Firm within 30 days after receipt of a correct, adequately documented written request. CP V's sole liability under this Paragraph is for payment of the costs for the services requested by CP V and actually performed by the Firm.

E-4 Insurance R

The Firm shall procure, at its own expense, and maintain during the term of this Contract, Professional Liability Insurance (Errors and Omissions) in a policy limit of not less than $ 10,000,000, with $500,000 retention.

E-5 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-6 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of CP V to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of CP V to thereafter enforce each and every provision of this Contract.

E-7 Audit of Records [CAO-8/5/08]

(a) The Firm agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Firm goes out of business, the Firm shall forward the books and records to CP V to be retained by CP V for the period of time required herein.

(b) CP V, or its designated representative(s), shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Firm pertaining to the performance of this Contract during normal business hours. CP V will provide prior written notice to the Firm of the audit and inspection. If the books and records are not located within Clark County, the Firm agrees to deliver them to CP V, or to an address designated by CP V within Clark County. In lieu of such delivery, the Company may elect to reimburse CP V for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Firm's office. If the books and records provided to CP V are incomplete, the Firm agrees to remedy the deficiency after written notice thereof from CP V, and to reimburse CP V for any additional costs associated therewith including, without limitation, having to revisit the Firm's office. The Firm's failure to remedy the deficiency shall constitute a material breach of this Agreement. CP V shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph

(c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, CP V or CP V's designated representative(s) find the dollar liability is less than payments made by CP V to the Firm, the Firm agrees that the difference shall be either: (a) repaid immediately by the Firm to CP V or (b) at CP V's option, credited against any future billings due the Firm.

E-8 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Firm and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of CP V. The Firm shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. CP V shall hold the Firm as the sole responsible party for the performance of this Contract. The Firm shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with CP V. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-9 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-10 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-11 Conflict of Interest (City Officials) [CAO-7/24/08]

(a) An official of CP V, who is authorized in such capacity and on behalf of CP V to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for CP V, who is authorized in such capacity and on behalf of CP V to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of CP V relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, CP V may immediately terminate this Contract for convenience.

E-12 Public Records [CAO-7/24/08]

CP V is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). CP V's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

E-13 Confidentiality [CAO-7/24/08]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Firm is confidential and privileged. The Firm shall not disclose this information, nor allow it to it be disclosed to any person or entity without the express prior written consent of CP V. The Firm shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of CP V is obtained. Upon request by CP V, The Firm shall promptly return to CP V all confidential information supplied by CP V, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by CP V, then in the public domain; (ii) the information is known to the Firm prior to obtaining the same from CP V; (iii) the information is obtained by the Firm from a third party who did not receive the same directly or indirectly from CP V; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Firm shall notify CP V and CP V, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-14 Entire Agreement, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between CP V and the Firm. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-15 Limitation of Funding [CAO-7/24/08]

CP V reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to CP V, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-16 Marketing Restrictions [CAO-7/24/08]

The Firm may not publish or sell any information from or about this Contract without the prior written consent of CP V. This restriction does not apply to the use of CP V's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Firm or its services

E-17 Indemnification R

(a) In addition to the insurance requirements set forth in Paragraph 6-5 (Insurance), the Firm shall protect, indemnify and hold harmless CP V, the City of Las Vegas, their officers, employess, agents, and consultants (collectively herein "CP V") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments, including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered or sought against CP V, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Firm, its officers, employs, or agents in the performance of the terms, conditions and covenants of the Contract, except where such Liabilities are caused by CP V or arise from any action or filing authorized by CP V in connection with the lawsuit as set forth in Exhibit A..

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

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

E -18 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

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Date	Pages
Attachment A	Engagement Letter	July 7, 2010	6
Attachment B	Certificate – Disclosure of Ownership/Principals [Paragraph E-16(c)]		4

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

CITY PARKWAY V, INC.

ELIZABETH FRETWELL, President
"CP V"

ATTEST:

BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

8/9/10
Date

SANTORO, DRIGGS, WALCH,
KEARNEY,HOLLEY, & THOMPSON, LTD

GREGORY J. WALCH
"Firm"

SANTORO, DRIGGS, WALCH,
KEARNEY, HOLLEY & THOMPSON

400 SOUTH FOURTH STREET, THIRD FLOOR · LAS VEGAS, NEVADA 89101 · 702.791.0308 · FAX 702.791.1912
800 SOUTH MEADOWS PARKWAY - SUITE 800 - RENO - NEVADA · 89521 - (775) 851 8700 - FAX (775) 851 7681

From the desk of: Gregory J. Walch
e-mail: gwalch@nevadafirm.com

110013-JL
Legal Consulting Services for
Symphony Park
Attachment 1

July 7, 2010

Via email and U.S. Mail

Scott Carter
Redevelopment Officer
City of Las Vegas
Office of Business Development
400 Stewart Ave., 2nd Floor
Las Vegas, Nevada 89101

RE: Engagement of Santoro, Driggs, Walch, Kearney, Holley & Thompson (the "Firm")

Dear Mr. Carter:

This letter updates the Firm's previous engagement to perform services relating to Lot 5 at Symphony Park. In particular, the Firm will continue to advise the City of Las Vegas, the City's Office of Business Development, and the owners of Lot 5 regarding environmental matters, as well as to litigate the case styled CITY PARKWAY V, INC., a Nevada not-for-profit corporation; CITY PARKWAY IV A, INC., a Nevada not-for-profit corporation; OFFICE DISTRICT PARKING I, INC., a Nevada not-for-profit corporation, Plaintiffs, v. UNION PACIFIC RAILROAD COMPANY, a foreign corporation; DOE DEFENDANTS, I through 10 inclusive; and ROE CORPORATIONS, I through X, inclusive, Defendants, which is now in the Federal District Court for the State of Nevada and designated Case No. 2:09-cv-01299-PMP-GWF. We will perform and bill for services in accordance with the attached statement of Policies Relating to Professional Fees and Services ("Policies"). My current billing rate is $400 per hour and Stacy Harrop, who assists me in environmental matters, bills as a rate of $275 per hour. We use paralegals from time to time when in our opinion a task can be done just as effectively at a lesser cost than that which would be charged by attorneys. Our paralegal, Natasha Dalton, bills at a rate of $150 per hour.

Please indicate your consent to the terms of this Engagement Letter, together with the accompanying Policies, by executing the letter in the space provided below. We look forward to continuing our work on behalf of the City.

As always, if you have any questions, please feel free to call.

Sincerely,

SANTORO, DRIGGS, WALCH,
KEARNEY, HOLLEY & THOMPSON

Gregory J. Walch

CITY PARKWAY V, INC.

BETSY FRETWELL, President

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Date

Its:

GJW:gjw
Enclosure

SANTORO, DRIGGS, WALCH,
KEARNEY, HOLLEY & THOMPSON

Policies Relating to Professional Fees and Services

This statement of Policies Relating to Professional Fees and Services ("Policies") describes how Santoro, Driggs, Walch, Kearney, Holley & Thompson bills for legal services rendered and expenses incurred in connection with client matters. We believe that we can serve our clients better if they know about our billing policies at the beginning of our representation.

In order to help us determine the value of services that we render on behalf of our clients, our attorneys and paralegals maintain written records of the actual time they spend working for each client in 1/10 hour increments. Billed time includes all time spent on the case and encompasses activities such as conferences, telephone calls, pretrial discovery of data, trial preparation, drafting of documents, correspondence and pleadings, negotiations, legal research, court time, and travel time. Those rendering services are assigned an hourly rate based upon the type of work that they perform and their level of experience and skill. We periodically review our rates and make adjustments as necessary. Although our hourly rates are the most common component of our fees, they are not the only factor that we take into account in determining the value of our services. For example, consideration will be given to the type of services that we have been asked to perform, any special level of skill or expertise required, the size and scope of the matter, any special time constraints imposed, expedited matters, and the results of our efforts.

In addition to our fees for services, our clients are responsible for all out-of-pocket costs that we incur on their behalf. For example, charges for court reporting services, expenses associated with travel, long-distance telephone calls, computerized research services, courier services, fax and other forms of communication, and any other out-of-pocket expenses will be billed to the client. While we may sometimes advance our funds to cover out-of-pocket expenses incurred on behalf of a client, we reserve the right to pass any such expenses on to our clients for payment directly to the person who provided the services. We will make every effort to include the out-of-pocket disbursements that we make on our clients' behalf in their next monthly statement. However, some disbursements, such as telephone charges, are not immediately available to us and, as a result, may not appear on a statement until sometime after the charges were actually incurred.

Our statements for services rendered and costs incurred are sent to our clients on a monthly basis unless other arrangements have been made. All statements are due and payable upon receipt. Any statements not paid in full within thirty (30) days of the statement date will be assessed a late charge on the unpaid balance at the rate of one and one-half percent (1-1/2%) per month; late charges are due on the first day of each subsequent thirty-day period. Whether or not the client calls with an inquiry, any dispute as to the accuracy or validity of any billed charges, or requests for adjustment of any costs, expenses, or fees for legal services billed to the client, must be made in writing to our Firm Administrator within thirty (30) days of the date of the statement containing that cost, expense, or fee for legal services. If the client does not do so within thirty (30) days of a billing statement, the statement will be conclusively presumed to be correct. In other words, if the client does not contact us in writing within thirty (30) days of a billing statement, the client will have irrevocably agreed that the statement is accurate and correct. We

reserve the right to withdraw from representation in the matter if timely payment is not received. The client will pay any fees and costs that are incurred by us to collect fees, costs, or expenses from the client, including reasonable attorney's fees.

We also have the right at our discretion to withdraw from a client's case if the client misrepresents or fails to disclose material facts to us, fails to follow our advice, fails to cooperate in the preparation of the case, or in the event we determine it is not in our mutual interests to continue the representation. A client may discharge us at any time for any reason. The client will be responsible for any fees and costs incurred prior to our withdrawal or discharge, and time and costs expended to turn over the files and other information to the client or to substitute counsel.

We expect a client to be truthful in all communications to us and to keep us informed of developments as they occur during the pendency of the case. In addition, we expect to be accurately informed of a client's address, telephone number, and whereabouts at all times throughout the case. A client is also to provide us, at the beginning of our representation, all information regarding all of the client's insurance policies, whether the client believes them to be applicable or not. A client's failure to do so may result in the loss of important rights, and we will not be able to advise the client with respect to the possibility of insurance coverage without having this information at the outset of the representation.

The firm normally requires a refundable retainer fee before commencing work. At our discretion, this retainer will be credited against the time expended by us and against the costs incurred on the client's behalf. Alternatively, we may require, again at our discretion, a client to pay on a monthly basis for time expended by us on the client's representation and costs incurred on the client's behalf without using the retainer funds for that purpose, permitting us to maintain the retainer fee as security for future fee payments. In addition to any monthly replenishment of the initial retainer fee deposit, we may from time to time require additional deposits of retainer funds in anticipation of an evidentiary hearing, lengthy deposition, trial, or other large cost whenever we believe that the retainer deposit is insufficient to cover the expected co. , expenses, and fees for legal services likely to be incurred through the next billing cycle. A client's failure to deposit an additional requested retainer deposit by the specified date will be cause for us to withdraw from the representation. If the retainer is exhausted, we may require the client, at our discretion, to pay an additional retainer or provide other security for our fee. Any retainer deposit not used for costs, expenses, and fees for legal services will be refunded to the client at the conclusion of the representation. However, in the event we quote a "flat-fee" for services to be rendered to the client, no portion of that payment will be refunded, even if the accrued costs and fees are less than the amount of the quoted fee.

We are sometimes asked to estimate the legal fees and other costs that will be incurred in connection with a particular matter. While we are happy to do that when possible, but it should be understood that any such estimate necessarily incorporates a number of assumptions. There are almost always uncertainties involved in the handling of any legal matter, particularly when other parties are involved whose actions may significantly impact the work required to protect our client's interest. Accordingly, no such estimate is to be interpreted as a guarantee or maximum unless expressly so stated. The actual fees and costs may be more or less than any estimate, and the client will be charged on the basis described above without regard to that

estimate. The fees and costs incurred in connection with our representation of a client are not contingent upon the successful completion of any project.

We will, in our discretion, use associate counsel, legal assistants, or paralegals for work on a particular matter as we might deem appropriate. Such persons shall be billed at their regular billing rate. We will endeavor to apportion work to such persons so as to minimize costs and maximize effectiveness. Under certain circumstances, more than one member of our staff may work on a matter for the client simultaneously, in which case both members of our staff should be expected to bill for the time spent. An example would include a trial or contested evidentiary hearing during which, in our discretion, the full participation of more than one person is necessary to properly attend to the client's case. Another typical example is when an attorney may need another attorney or a paralegal present to keep track of the file, take notes, or otherwise assist at a hearing or trial.

If a court awards attorney's fees to our client (or to us on our client's behalf), and such sums are actually collected, they shall be applied against any outstanding charges on the client's bill. The client, however, remains responsible for payment of our services. A court order awarding attorney's fees from the opposing party does not relieve Client of the primary responsibility for paying our invoice for fees and advanced costs, or make any work done to collect the attorney's fees awarded any different from any other work performed by us. All attorney's fees awarded and actually collected that are not needed to pay the client's invoice from us (or replenish the retainer fee deposit) shall be paid to the client. Likewise, a court could order our client to pay fees or costs to the opposing party under certain circumstances.

It may become necessary in the preparation of the client's case for us to hire expert witnesses, consultants, or investigators. We will not hire such persons unless the client agrees to pay their fees and charges, but we will select which persons should be hired. The client's refusal to authorize hiring of such persons when we consider them necessary could greatly injure the client's case, and if the absence of such persons makes it impossible, in our discretion, to continue with the case, we may withdraw from the representation.

The client will grant us a lien on any and all claims or causes of action that are related to the subject of our representation. The attorney's lien will be for any sums due and owing to us at the conclusion of our services. The lien will attach to any recovery the client may obtain, whether by arbitration award, judgment, settlement, or otherwise. Any amounts received by us on the client's behalf may be used to pay the client's account.

We will retain possession of the client's file and all information therein until full payment of all costs, expenses, and fees for legal services, subject to turnover or destruction of the file as set forth below. After payment of all sums due and upon the client's request, we will deliver the client's file (other than our personal notes, briefs, and work product that we elect to retain) to the client, along with any of the client funds or property in our possession. If we are not instructed otherwise, the client's file will be kept in our office for a limited time after completion of the case and then sent to off-site storage, where it will be held for a period not to exceed seven years. Files are destroyed seven years after the closure of the case file without any further notice.

The client may discharge us at any time, although court rules might still require us to file a motion to withdraw. We may withdraw from our representation of any client at any time at our discretion. In either such circumstance, the client shall sign any documents necessary to permit us to withdraw. If the client shall desire to retain other counsel, then we shall be paid the amount then due and owing for work performed for the client.

Nothing in our statements to the client will be construed as a promise or guarantee about the outcome of the client's matter. We make no such promises or guarantees. Our comments about the outcome of the client's matter, if any, are expressions of opinion only. It is impossible to predict how long a case will take, how much it will cost, or what the resulting outcome may be. Similarly, we do not make any guarantees to the client about the expense of the client's case. It is quite typical that the costs, expenses, and fees for legal services incurred in the client's case will substantially exceed the initial retainer fee deposit.

The Firm's scope of work on any water related project for which we have been engaged (e.g., a water rights transaction, due diligence investigation, litigation, or other representation in administrative proceedings or court), does **NOT** include the preparation or filing of any extensions of time to protect your water rights unless specifically agreed to in writing by the firm in our engagement letter. When such an engagement is undertaken by the firm, any filing pursuant thereto is made on a one-time basis and the firm will not make subsequent filings (e.g., at the conclusion of any extended filing period) absent a separate engagement in writing to do so. Accordingly, it is up to you to be aware of and comply with the terms of your permits and certificates and to either make appropriate filings when necessary, or to separately engage us in writing to undertake the work. The Division of Water Resources website (http://water.nv.gov/) contains a Water Rights Database in which you may find various deadlines for Nevada water rights.

We encourage our clients to contact the attorneys responsible for their matters if they have questions about our billings, policies, or procedures.

ATTACHMENT 2
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"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.

"CP V" means City Parkway V, Inc.

"*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 Firm – 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	**Block 2 Description**
Name Santoro Driggs Walch et al.	**Legal Services**
Address 400 South 4th St. 3rd Floor LV	
Telephone (702) 791-0308	
EIN or DUNS 880356668	**Contract No.**

Block 3	**Type of Business**
☐ Individual ☐ Partnership ☒ Limited Liability Firm ☐ 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.	Gregory Walch/Member	400 S. 4th St., 3rd Flr., LV, NV 89101	(702) 791-0308
2.	Dennis Haney/Member	" "	" "
3.	Kenneth Woloson/Member	" "	" "
4.	Nicholas Santoro/Member	" "	" "
5.	Michael Kearney/Member	" "	" "
6.	J. Douglas Driggs, Jr./Member	" "	" "
7.	Richard Holley/Member	" "	" "
8.	Ronald Thompson/Member	" "	" "
9.	James Whitmire, III/Member	" "	" "
10.	Victoria Nelson/Member	" "	" "

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: 1.

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

8/10/10
Date

Subscribed and sworn to before me this 10th day of August, 2010.

N. Dalton
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
N. DALTON
Appt. No. 06-104159-1
My Appt. Expires March 27, 2014

Disclosure of Principals - Continuation

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
11.	Jeffrey Albregts/Member	400 S. 4th St., 3rd Flr., LV, NV 89101	(702) 791-0308
12.	Dean Bennett/Member	" "	" "
13.	Andrew Glendon/Member	" "	" "
14.	Oliver Pancheri/Member	" "	" "
15.	Brian Boschee/Member	" "	" "
16.	Bryce Earl/Member	" "	" "
17.	Ogonna Atamoh/Member	" "	" "

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"CP V" means City Parkway V, Inc.

"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 Firm – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

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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.

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Block 1 Contracting Entity	**Block 2 Description**
Name Santoro Driggs Walch et al.	**Legal Services**
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Telephone (702) 791-0308	
EIN or DUNS 880356668	**Contract No.**

Block 3	**Type of Business**
☐ Individual ☐ Partnership ☒ Limited Liability Firm ☐ Corporation ☐ Trust ☐ Other:	

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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4.	Nicholas Santoro/Member	" "	" "
5.	Michael Kearney/Member	" "	" "
6.	J. Douglas Driggs, Jr./Member	" "	" "
7.	Richard Holley/Member	" "	" "
8.	Ronald Thompson/Member	" "	" "
9.	James Whitmire, III/Member	" "	" "
10.	Victoria Nelson/Member	" "	" "

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: 1.

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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

8/10/10
Date

Subscribed and sworn to before me this 10th day of August, 2010.

N. Dalton
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
N. DALTON
Appt. No. 06-104159-1
My Appt. Expires March 27, 2014

Disclosure of Principals - Continuation

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
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15.	Brian Boschee/Member	" "	" "
16.	Bryce Earl/Member	" "	" "
17.	Ogonna Atamoh/Member	" "	" "

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
Approval of award of Contract No. 100048-TB, Electronic Plan Submission, Review and Tracking Solutions - Department of Planning and Development - Award recommended to: AVOLVE SOFTWARE CORPORATION ($632,800 - Computer Services Internal Service Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $632,800
Funding Source: Computer Services ISF
Dept./Division: Planning and Development

PURPOSE/BACKGROUND:
This contract provides for an enterprise solution for electronic plan submittal, review and tracking. The contract optimizes business processes and workflows that allow the development community to reduce turnaround time for plan review and will provide consistency with the enforcement and interpretation of various building, land use and planning regulatory processes. The solution offers customers a secure web portal to manage all their submittals 24/7. Avolve Software Corporation was selected by a competitive Request for Proposals process.

PCC: T. Boyce
POC: Wendy Kotkosky - (714) 377-9077

RECOMMENDATION:
That City Council approve the award of Contract No. 100048-TB, Electronic Plan Submission, Review and Tracking Solutions to Avolve Software Corporation in the amount of $632,800. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 100048-TB
2. Certificate - Disclosure of Ownership/Principals

CONTRACT FOR INFORMATION TECHNOLOGY (IT)
PROJECTDOX SOFTWARE LICENSING AND ASSOCIATED SERVICES
FOR ELECTRONIC PLAN SUBMISSION, REVIEW AND TRACKING SOLUTIONS

THIS CONTRACT 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 AVOLVE SOFTWARE CORPORATION (hereinafter the "Company") an Arizona Corporation having its principal office located at 4835 East Cactus Road, Suite 420, Scottsdale, Arizona 85254.

SECTION A – Contract Form

The subject matter of this Contract is to provide Software Licensing and Services, which include software purchase, installation and configuration, custom interface development and installation, project management, project planning, requirements analysis, application development, testing, integration, acceptance testing, final acceptance, implementaion training, and Support and Maintenance for ProjectDox Software for electronic plan submission, review, and tracking solutions.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Acceptance or Accepted"* means written notification by the City to the Company that the Deliverables received in their current form are satisfactory to the City according to the terms of the Contract.

(b) *"Acceptance Testing Period"* means the 90 days following completion of the installation and, if required, customization of the Software during which the City will formally test the Software to determine whether it performs according to the functional requirements.

(c) *"Award Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

(d) *"City"* means the employees, agents, consultants, or contractors of the City of Las Vegas, or Facilities Managers, and Persons who need to use the Licensed Product(s) in the performance of their duties for the City and who are authorized and enabled by an Affiliate to access and utilize the Licensed Product(s).

(e) *"City Council"* means the governing body of the City of Las Vegas.

(f) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(g) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(h) *"Concurrent User" means* number of users allowed to simultaneously access a system.

(i) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.

(j) *"Defect"* means (a) any bug error, contaminate, malfunction, omission or other defect in the Software caused by, arising from or emanating from the Software within reasonable control of the Company which produces results or actions other than those described in the Specifications and would otherwise render the Software in violation of the Contract; or (b) the media on which the Licensed Product(s) is delivered is damaged such that the software does not load properly, or (c) the Documentation contains gaps and/or erroneous information with regard to the Licensed Product(s).

(k) *"Deliverable"* means any report, Software, hardware, data, Documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(l) *"Development Services"* means the professional services required to design and develop a software or integration solution for the City.

(m) *"Disaster"* means an unplanned interruption (a) in the City's Processing Services or (b) in telecommunications to or from one or more of the City's facilities due to a cause beyond the control of the City and which at the time of occurrence can be reasonably projected to last over four hours.

(n) *"Disaster Recovery Computer(s)"* means one or more computers which are not Licensed Computers and which the City has a right to use in the event of a Disaster.

(o) *"Documentation"* means explanatory information or materials concerning the Licensed Product, in printed or electronic format, which the Company will provide to the City in connection with the use of the Licensed Product, including, without limitation, specifications, manuals, descriptions, user and/or installation instructions, diagrams, printouts, listings, flowcharts and training materials, contained on visual media such as paper or photographic film, or on other physical storage media in machine-readable form.

(p) *"Enterprise"* means the entire organization of the City and is inclusive of all systems and users. The City's Enterprise networking infrastructure involves a myriad of interfaces that integrate disparate computing and communications systems.

(q) *"Escrow Agent"* means the person or company with whom the Escrow Materials will be deposited and maintained.

(r) *"Escrow Materials"* means a current copy of the source code and all documentation for the Licensed Product(s) (including the deposit of each Update within thirty (30) days after release).

(s) *"Final Acceptance Period"* means the 30 day period after the Acceptance Testing Period required by the City prior to final Acceptance.

(t) *"Firm-Fixed Price"* means a firm price that is not subject to any adjustment on the basis of the company's cost experience in performing the Contract.

(u) *"Hardware"* means any central processing unit and/or the data processing equipment utilized by the City.

(v) *"Hansen Interface"* means the one-way integration and import of information and data from Hansen 7.7 x.x. Software into the ProjectDox Software.

(w) *Interface" means* communication between computer application programs and control programs carried out using a common language, set of operations or programmatic mechanism that allows separate software components to communicate.

(x) "*Intellectual Property Rights"* means trade secret, copyright, patent, and all other intellectual property rights of the Company.

(y) *"License Fee(s)"* means the fee(s) charged by the Company to the City for the Licensed Product(s) and Documentation.

(z) *"Licensed Computer(s)"* means one or more of the computers located at any facility of the City.

(aa) *"Licensed Product(s)"* means all computer programs or other electronically readable product, in machine readable, or object code, all documentation, all Software modifications, and all technical information provided to the City or created for the City pursuant to this Contract now or in the future, and regardless of the language, medium or format in which they may be stored, recorded or delivered.

(bb) *Licensed Site(s)"* means the City of Las Vegas

(cc) *"New Release(s)"* means an update of Licensed Product issued as a "New Release", which includes all Program Temporary Fixes (PTF), together with such other corrective updates and improvements to Licensed Product which the company may, in its discretion, develop and deem ready for distribution. A New Release is licensed to City's Licensed Site only under the same terms as the old release. A New Release will have a new number to the right of the decimal point in the product number. For example: a change of the product numbering from Version 2.2 to Version 2.3 would evidence a New Release.

(dd) *"New Version(s)"* means Software with an enhanced feature or performance characteristic that is identified by the numeral(s) to the left of the first decimal point, with the newer version having the larger numeral.

(ee) *"Non-exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

(ff) *"Person(s)"* means one or more natural persons and/or legal entities.

(gg) *"Processing Services"* means the data processing services necessary for the City to conduct their businesses in the ordinary course. These data processing services include but are not limited to allowing the City and third parties (a) to use the Licensed Product(s), (b) to have access to the Licensed Product(s), and/or (c) benefit from the Licensed Product(s).

(hh) *"Program Temporary Fixes (PTF's)"* means a patch or corrective update of the Licensed Product which the company prepares on an interim basis to correct programming errors which prevent or obstruct normal operation of the Licensed Product in accordance with the applicable then-current Documentation. PTFs are licensed to City under the same terms as Licensed Product.

(ii) "*Project Manager (PM)*" means the City representative who is responsible for the coordination of the Contract between the City and the Company.

(jj) "*Project Plan*" means the strategy and schedule identified to manage and control all aspects of the project throughout its life cycle.

(kk) "*Project Tasks*" means any and all projects having to do with this Contract.

(ll) *"Sire Interface"* means the one-way integration and import of information and data from the ProjectDox Software into the SIRE 5.2 Software.

(mm) *"Proprietary Information"* means the Licensed Product and Documentation, any modifications, updates or enhancements, and the Company's written technical, business, financial or marketing information relating to inventions or products, research and development, production, manufacturing or engineering processes, costs, profit, or margin information, employee skills and salaries, finances, the City's marketing and production, know-how and data, whether written, oral or graphical, which may have been provided or may be provided by either party, (including any analysis, materials, product or conclusions drawn or derived therefrom) or which may be derived from or related to any visits by either party's personnel to the other party's locations or may be otherwise known to either party through its visits or contacts with the other party, and future business plans which are clearly marked as proprietary or confidential.

(nn) *"Software"* means the programs, routines, and symbolic languages that control the functioning of the Hardware and direct its operation, including, without limitation, computer software programs, Source Code, object code, executable code, or other program or code format whatsoever, whether now known or hereafter developed, existing on any storage media whether machine executable or human readable, printed or imprinted form, including, without limitation, modifications, enhancements, translations, updates and upgrades thereto.

(oo) *"Software Maintenance Fee"* means the cost of maintenance per user license.

(pp) *"Source Code"* means a series of machine instructions in human readable form from which an object code may be generated.

(qq) *"Source Code Escrow"* means an arrangement whereby certain content (including without limitation, the Source Code) is held in escrow by an escrow agent in accordance with certain provisions, including, without limitation, that such content shall be released to the City under the conditions set forth in the escrow agreement.

(rr) *"Specifications"* means the information which fully describes the capacity and functionality of the Licensed Product(s) as set forth in the Documentation, written proposals, if any, and any additional specifications as set forth in the Licensed Product schedule.

(ss) *"Support and Maintenance Program"* means the services addressing the repair and upkeep for continued optimum performance and functionality of the Software including, without limitation, the Company providing the City with all Updates, telephone support, and membership in the user groups for Licensed Products.

(tt) *"Test Server"* means the City's server used for testing prior to moving code into production.

(uu) *"Training Services"* means those services provided by the Company at no charge that consists of instruction on functionality, utilization and operation of the Software.

(vv) *"Training Workbook"* means a workbook that provides a step-by-step guide to the material covered in training with picture examples of all screens and selection items.

(ww) "Travel Expenses" means authorized expenses associated with activities and duties required to provide services, such as air fare and per diem.

(xx) *"Updates"* means all updates, enhancements, modifications, alternations, improvements, corrections, revisions, releases, Program Temporary Fixes, upgrades, and New Versions issued and other changes to the Licensed Product(s) therefore, including but not limited to Updates made after the Award Date, which the Company generally makes available for the Licensed Product(s) at no additional license fee, provided the City has ordered technical support for such Licensed Product(s) for the relevant time period.

(yy) *"User"* means either (a) a natural Person, or (b) a computer application or process; either of which is authorized to access, use, and receive the benefit of the Licensed Product(s) pursuant to this Contract under the terms authorized in the Licensed Product(s) Schedule.

(zz) *"Version"* means the distribution of the Licensed Product(s) by the Company such that ongoing changes made to such Product are designated usually in the form of Updates.

(aaa) *"Virus(es)"* means viruses, worms, Trojan horse, built-in, or use-driven destruction mechanisms and any injurious or damaging formulas, instructions or other materials.

B-2 Contract Type

The Contract type provides for the payment of a Firm-Fixed Price for Software, Interfaces, Professional Services and associated services. This is a Non-exclusive Contract.

B-3 Prices/Costs

(a) The City will pay the Company the following amounts. The Company is not obligated to incur expenses and the City is not obligated to pay claims above these amounts, unless the Contract is modified upon mutual *agreement by both parties.*

Item No.	Description	Amount
1	ProjectDox Software	$237,000
2	Professional Services	$293,400
3	Advanced eforms and workflow training $5,000 per person (optional)	$ 10,000
3	Support and Maintenance Year 2	$ 35,200
4	Support and Maintenance Year 3	$ 35,200
5	Travel (not to exceed amount)	$ 22,000
	Total	$632,800

(b) The City will pay the Company the following rates per person for additional professional services as needed herein and authorized in writing by the City.

(i) $1800.00 per day

(ii) $ 225.00 per hour

(c) The Company shall provide the Support and Maintenance Program at no charge for one year from the Award Date of this Contract. The fee for the Support and Maintenance Program for year two and three are fixed and will be as specified in Schedule A, "Payment Schedule". This fee will be invoiced annually,

approximately 45 days prior to the due date, beginning one year after the Award Date of this Contract, beginning in year four, and for year four and five the Company may request an escalation in the fee for the Support and Maintenance Program, but limits the escalation of said fees to no more than 6% per year. Any escalation in fees must be requested in writing by the Company 60 days prior to the date the annual fees are due. This fee includes, but is not limited to telephone support, membership in the Company's user group, Program Temporary Fixes, New Releases and New Versions.

(d) The City will be invoiced as specified in Schedule A, "Payment Schedule".

(e) The Company shall provide to the City all Updates and New Versions to the ProjectDox Software and the Hansen and SIRE Interfaces including modifications and enhancements as long as City maintains in effect the Support and Maintenance Program. The Company agrees to provide at no additional cost to the City Upgrades to the Hansen and SIRE Interface Documentation to the extent that any Upgrades to the ProjectDox Software and Hansen and SIRE Interfaces also affect the Hansen and SIRE Interface Documentation submitted to the City. The Upgrades to the ProjectDox Software and the Hansen and SIRE Interfaces, when delivered, shall become part of the System, shall be maintained in accordance with this Contract, and shall otherwise be subject to all of the terms and conditions of this Contract. The Company agrees to upgrade, at no additional cost, the Interface programs City has contracted with them to write as new versions and/or upgrades of the City's permitting solution are implemented.

(f) The City may purchase additional modules, tools or components not identified in this Contract. All new purchases shall be covered as specified in this Contract with respect to Upgrades and new Version releases, including modifications, enhancements and fixes as long as the City maintains in effect the Support and Maintenance Program.

(g) If travel is required in performance of services under this Contract, reasonable travel expenses will be paid when services are performed in Las Vegas. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to, lodging, meals, transportation, parking, and incidental expenses, will be paid at a per diem rate of $180.00 per day. This per diem rate will start concurrently with the first day of work performed on-site at the City and end with the last day of scheduled on-site work at the City. The Company must complete a minimum of six (6) hours of work for every day a per diem is paid. The Company shall coordinate all travel in advance with the City's Project Manager. The City's Project Manager must approve any deviations to these procedures.

B-4 Performance Period

This Contract commences from the Award Date and ends upon completion and delivery of all services, licenses, project tasks and Deliverables and the `Acceptance thereof by the City. This Contract may be extended through mutual agreement by both parties. The Support and Maintenance Program provisions of this Contract remain in effect for 24 hours per day, 7 days per week until the City terminates such services through written notification. Should the City later elect to reinstate the Support and Maintenance Program, the City may do so by paying the Company's then current reinstatement fees in effect at the time of the reinstatement. In no event will Support and Maintenance Program be a condition of any license granted hereunder and the availability of Support and Maintenance Program on each Licensed Product licensed hereunder shall be independent of the same services for any other Licensed Product.

B-5 Invoices

(a) The Company shall submit an invoice to the City in accordance with the payment schedule set forth in Schedule A "Payment Schedule" (Prices/Costs). All invoices should identify the following items:

(i) the date of the invoice;

(ii) the Contract Item against which charges are made;

(iii) performance dates covered,

(iv) the associated purchase order number, and

(v) Receipts for airline tickets with travel expense report signed by the Company project manager. The report will include:

(1) High level summary of tasks completed on trip:

(2) Dates of trip taken to include days and hours worked; and

(3) A list of staff taking the trip.

(vi) A representative of the Company shall sign and certify the invoice in the following manner: "I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from the City of Las Vegas or any other source."

(b) Before submitting the any invoices a Project Status Report will be required to be approved by the Project Manager. The Project Status Report will include:

(1) A status of all project activity during the period of invoice;

(2) Updated Issues and Risk Log

(3) Risk Mitigation/Avoidance Strategy Recommendations

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

Department of Finance and Business Services
ATTN: Accounts Payable
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101 – 2986

(d) The Company shall forward a copy of the original invoice to the City's Project Manager identified in Paragraph D-2 (Project Manager/Company Representative).

SECTION C – Statement of Work

C-1 General Scope of Work

(a) The Company shall provide and install the ProjectDox Software and create the Hansen and Sire Interfaces, which will provide the City with an electronic submission, review, tracking, and resubmission of plans and documents system. The Company will also provide the professional services necessary to support the review process of the electronic plan system. The Company will collaborate with the City in order to define the Statement of Work for configuring the ProjectDox Software and the Hansen and SIRE Interfaces to work within the City's various departments for the purpose of developing specific integrated workflows based on the City's business processes. These workflows will allow and control both serial and parallel review processes, allowing all reviewing departments to review, markup, and manage all plan review drawings and documents using markup tools, supporting markup notes and comments, accurate measurement tools and scales, overlay functionality, page management, version control, revision history and advanced reporting functionality.

(b) The Company will provide the necessary services that will allow for consolidated workflows across City departments, customer workflows that allow the community to reduce turnaround time for plan review, improving the effectiveness and efficiency of the plans submittal process across the Enterprise, providing mechanisms and controls that allow for the transfer of information and tasks to appropriate individuals/groups, and provide consistency with the enforcement and interpretation of building, land use and planning regulatory processes.

(c) The Company will provide a plan review system that will include a secure project portal where the City's customers can login and access their own plan review projects, upload plan review files, check the status of

their reviews, answer departmental review questions, access their resubmit notices, upload revisions and access the final approved plans.

(d) The Company will assess, identify, and understand the current internal City processes, and the project goals and business process improvements desired by the City. Based on this assessment, and the Acceptance by the City of this assessment, the Company will then configure the ProjectDox Software, and test the new configuration of the ProjectDox Software and the Hansen and SIRE Interfaces before deploying it to the City for testing and training. The Company will provide services after processes are moved into production aimed at optimizing the solution which can include methods to accommodate future functionality and enhancement deployment as well as regularly scheduled process reviews, benchmarking and identification of additional training and support programs.

(e) The Company will provide a workshop for the City's customers for each process for a total of three workshops. Each workshop consists of two sessions, one in the morning and one in the afternoon and provides an "open house" for learning and questions.

(f) The Company agrees to provide its technical knowledge; skill and expertise to perform the Scope of Services described in Exhibits "A - F". Further detail on the description of services is specifically referenced in the Exhibits identified in this Contract. In the event there are any conflicts or inconsistencies among the Exhibits to this Contract, the Order of precedence is as follows:

(i) Exhibit B – EPlan Submittal Functional Requirements Matrix

(ii) Exhibit A – Proposed Scope of Work

(iii) Exhibit E – Preliminary Project Plan

(iv) Exhibit F – Project Change Control Request Form

(v) Exhibit C – Deliverable Acceptance Document

(vi) Exhibit D – Pricing Guarantee

(g) The Company shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished to the City. The Company shall follow practices consistent with generally accepted professional and technical standards in the Information Technology Systems Industry.

(h) The Company agrees that each of the Company employees assigned to work on this Project will cooperate with the City in the performance of services under this Contract and will be available for consultation with the City at such reasonable times with advance notice as to not conflict with their other responsibilities. Prior to performance of any services, the Company agrees to submit to the City resumes of all Company employees assigned to this Project. The City at its sole discretion shall have the right to disapprove and/or request the removal of any Company employees which the City reasonably deems unacceptable. Upon the disapproval and/or removal of such employees, the Company shall promptly submit a resume of a qualified employee replacement.

(i) The Company shall provide project management, including planning, staffing and coordination as part of the services to be provided herein.

C-2 Deliverables

(a) In General: The Company will provide the Deliverables specified in Schedule A, "Payment Schedule" according to the deadlines set forth in Exhibit G, "Preliminary Project Schedule".

(b) Software: The Company shall provide the following software:

(i) One ProjectDox Enterprise Software

(ii) Two Applicant Tutorial Software

(iii) One ProjectDox Standard Edition Test Software

(iv) One Hansen Interface

(v) One SIRE Interface

(c) Software Installation. The Company will be responsible for a pre-installation review,network and hardware configuration, installation of the ProjectDox Software and security policies. The installation will include a checklist of equipment, server set up, software installation in test, and installation documentation. The Company will work jointly with the City to configure and set up servers.

(d) Process Customization. The Company will provide a three (3) process customization for the ProjectDox Software and Hansen and SIRE Interfaces. Each process customization will include development and configuration and validation by the City, The Company shall provide the following:

(i) Acceptance of requirements analysis

(ii) Acceptance of workflow configured and developed

(iii) Acceptance of trigger from Hansen Interface to ProjectDox

(iv) Acceptance of trigger from ProjectDox to Sire Interface

(v) Configuration/ Design Documents – Workflow, Hansen and Sire Interfaces

(vi) Acceptance of forms and custom forms developed

(vii) Acceptance of workflow design for forms and knowledge views

(viii) Forms, custom forms, and knowledge views documentation

(ix) Updated project plans

(x) Responsibility matrix

(xi) Process flow charts

(xii) Policies and procedures guides

(xiii) Issues and Risk Log

(xiv) Training Manuals

(xv) Monthly status reports

(e) Permit System Design and Testing. The Company will provide a permit system integration design, testing and acceptance plan. The Company will provide the following:

(i) End User test plan

(ii) System improvements

(iii) Updated Configuration/Design Documents

(iv) Updated project plan

(v) Issues log

(vi) Risk log

(f) Project Documentation. The Company will provide onsite training sessions and a package of documentation. This package will include an administrator guide, user guide, approved process flowcharts, a responsibility matrix, and training materials.

(g) Monthly Progress Report. The Company shall provide written monthly progress reports to the City's Project Manager by the 10th of each month. These reports shall identify tasks completed, tasks under development,

issues, potential risks, including mitigation recommendation and updated Project Plan. When travel is incurred during the month of the invoice the report must also include arrival and departure dates of travel, purpose of travel, high level summary of tasks completed on trip and staff traveling.

C-3 Project Timeline

The Company shall complete performance of the Project Tasks and Deliverables in accordance with the time schedule set forth in Exhibit G, "Preliminary Project Plan", which will be finalized at the conclusion of the requirements analysis. The Company will then submit a final project plan ("Final Project Plan"), which will be updated once a month and submitted to the City's Project Manager. During the term of this Contract, the Company represents that it will maintain the ability to perform the services described therein within the time periods set forth in the Final Project Plan.

The City may agree to extend the milestone dates to complete the Project Tasks and Deliverables only if it has been demonstrated to the satisfaction of the City that the Company has substantially and satisfactorily been working to complete the Deliverables and Project Tasks identified in Exhibit A "Proposed Scope of Work".

C-4 Project Pricing Guarantee

The Company agrees that the City of Las Vegas is receiving the lowest pricing that the Company gives any client as specified in Exhibit E "Pricing Guarantee". If the Company gives any client any pricing better than the City, the Company will rebate the City the difference.

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

(i) received by the party to whom it is directed by hand delivery or personal service;

(ii) transmitted by facsimile with confirmation of transmission, or

(iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:
City of Las Vegas
Manager, Purchasing and Contracts
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964

FOR THE COMPANY:
Avolve Software Corporation
Ronald Loback, President & CEO
4835 E. Cactus Road, Suite 420
Scottsdale, Arizona 85254
Phone: 602-903-3111
FAX: 602-923-3544
rloback@avolvesoftware.com

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, change orders over $50,000, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

(a) The City designates Diane Santiago Cornier as the Project Manager for this Contract. The City will provide written notice to the Company, should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or change any material terms of the Contract.

(b) The Company designates Ronald Loback as the Company Representative for this Contract. The Company will provide written notice to the City, should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Licenses/Registrations [CAO-7/24/08]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract. All companies conducting business with the City must have a City of Las Vegas Business License.

D-4 Representations and Warranties [CAO-7/24/08] R

(a) *General Warranty.* The Company covenants, represents and warrants:

(i) that it has the authority to enter into this Contract and that it is not bound by any agreement, obligation or restriction, and will not assume any obligation or restriction or enter into any agreement, which would interfere with its obligations hereunder or the rights granted to the City hereunder;

(ii) that there are no rights outstanding which would diminish, encumber or impair the enjoyment or exercise of the rights granted to the City hereunder;

(iii) that each Licensed Product (including Updates made after the Award Date) shall operate in accordance with the Specification(s) published by the Company;

(iv) that the Company owns the Licensed Product(s) (including, but not limited to, all Intellectual Property Rights therein) or has the rights there under necessary to grant the City the rights intended to be granted hereunder;

(v) that there are no pending actions or proceedings in law or equity and no claims asserted in arbitration, in any other tribunal or otherwise that the Company believes will affect any right, title or interest granted to the City hereunder and that the Company is not aware of any unasserted claims of any third party affecting the same;

(vi) that the Licensed Product(s) does not infringe or otherwise violate any Intellectual Property Right or other right of any third party;

(vii) that in developing and licensing the Updates and providing the Support and Maintenance Program and Virus services, the Company will not infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party; and

(viii) that the ProjectDox Software and the Hansen and SIRE Interfaces can perform all the functionalities specified in Exhibit B, "EPlan Submittal Functional Requirements". In the event that the ProjectDox Software, or the Hansen or SIRE Interfaces, cannot perform as warranted herein, the Company will refund all monies associated with therewith, which has been paid by the City to the Company.

(b) *Operate According to Documentation.* The Company warrants and represents to the City that the Licensed Product(s) shall operate in accordance with the Documentation for the Performance Period, as specified in

Paragraph B-4, and for all periods that the City is current with Support and Maintenance Program for all Licensed Sites which implement the Licensed Product.

(c) *Workmanship.* The Company represents and warrants all services performed under this Contract will be performed in a good and workmanlike manner.

(d) *Prior Installations.* The Company represents and warrants that the Licensed Product (in unmodified form) has been installed in a production capacity at other user sites.

(e) *Financial Capability.* The Company represents and warrants that it is financially capable of fulfilling all requirements of this Contract. The Company further represents and warrants that there are no legal proceedings against it that are likely to threaten performance of this contract, and that the Company is a validly organized entity with the ability to enter into the contract. Further, the Company is not aware, after diligent inquiry, of any prohibition contained in any Company loan, contract, financing arrangement, etc. from entering into this Contract.

(f) *Infringement.* In addition to the obligations in this entire Paragraph D-4, in the event that the Licensed Product(s) or any part thereof become subject of any claim that their use infringes, misappropriates or otherwise violates an Intellectual Property Right or other right of any third party, the Company at its expense will:

(i) procure for the City a license to use such Licensed Product(s) and/or

(ii) modify the Licensed Product(s) so that they do not infringe any third party's claimed rights, provided that such modification does not prevent the Licensed Product(s) from performing its present and intended functions.

(g) *Virus Free.* The Company covenants, agrees represents and warrants, to the best of its information, knowledge and belief, that when shipped to the City, the Licensed Product(s) and any Updates will be free of Viruses, and that it will test each element of the Updates prior to delivery to the City to endure to the best of its information, knowledge and belief that it is free of any Viruses. In the event the City notifies the Company that they have been informed of or have reason to believe that a Licensed Product has been affected by a Virus, the Company will promptly assist them in remedying the situation and will work continuously with them until the remedy is effectuated (The foregoing is referred to as "Virus Services").

(h) *Illicit (Harmful) Code.* The Company represents and warrants that the Licensed Product(s):

(i) contains no hidden files;

(ii) does not replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides;

(iii) does not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; and

(iv) does not contain programs, subroutines, code, instructions, data, key, node lock, time-out, "back door", "trap door", "booby trap", "drop dead device", "data scrambling device", "worms", "date bombs", "time bombs" or other function, whether implemented by electronic, mechanical or other means, which is intended to cause the Licensed Product(s) to cease operating, or to damage, interrupt, interfere with, restrict use or access to any Licensed Product(s) under this Contract or any other software or data on such system or any other system with which it is capable of communicating or otherwise permit the unauthorized access to the City's systems or data (hereinafter "Illicit Code").

For the avoidance of doubt, the provisions of this paragraph, shall apply to each delivery of the Licensed Product(s), in whole or in part, to the City including each error correction, patch, update, workaround or other similar interim or partial delivery form of the Licensed Product. Provided and to the extent any Licensed Product has any of the foregoing attributes that were intentionally written into the Licensed Product(s), and notwithstanding anything elsewhere in this Contract to the contrary, the Company shall be in default of this Contract, and no cure period will apply. The Company agrees, in order to protect the City from damages which may be intentionally or

unintentionally caused by the introduction of Illicit Code to the City's computer network, no software will be installed, executed, or copied on the City's equipment without the express approval of the City. The Company also acknowledges that it does not have any right to electronically repossess the Licensed Product(s). This provision does not relate to Viruses. In the event of a breach of this representation and warranty, the Company will also be responsible for all damages (including but not limited to consequential, incidental and indirect damages) sustained by the City up to the amount of four times the amount of the License Fees and Support and Maintenance Program fees paid by the City to the Company pursuant to this Contract.

(v) *Illicit Code in Updates.* The Company represents and warrants that if Illicit Code is installed in any Update, the Company will immediately provide the City with written notice of the installation of such Illicit Code. The Company represents and warrants that even if Illicit code is installed in any Update, the Company will never utilize the Illicit Code. If Illicit Code is enacted and the City is damaged, the Company will be responsible for all damages (including but not limited to consequential, incidental and indirect damages sustained by the City up to the amount of four times the amount of License Fee(s) and Support and Maintenance fees paid by the City to the Company pursuant to this Contract.

D-5 Grant of Rights

(a) *License(s).* The Company hereby grants to City a perpetual, nonexclusive license under all of Company's intellectual property rights to install, execute, use, have access to, and benefit from the Licensed Product(s), including the right to copy, test, display and perform the Licensed Product(s) on any Hardware at the Licensed Site(s) and to make back-up and archival copies of the Licensed Product(s) to perform the Processing Services, in its normal course of business, including, but not limited to all officers, affiliates, third party subcontractors, contractors, divisions, outsourcing companies, suppliers and constituents of the City. There will be no limit on the number of Users or the size of hardware on which the City can operate the Licensed Product(s) as defined in Attachment 2 "The Licensed Product Schedule". The City will have the right to receive free of charge (including the cost of shipment) each Update of the Licensed Product(s) as required for use on additional or alternate computers for the City's business operations, as long as the City has in effect the Support and Maintenance Program. The Licensed Product(s) may not be relicensed, rented or leased, no used for third-party training or service bureau use.

(b) *Processing Services.* The City, upon notice to the Company, can utilize a Facilities Manager to perform the Processing Services. No payment shall be due to the Company in order to permit any Facilities Manager to perform the Processing Services for or on behalf of the City. Each Facilities Manager shall also have the right at no additional charge to perform the Processing Services on behalf of City on computers at its own facility under the rights to use granted in this Contract, provided that such Facilities Manager shall first have executed a nondisclosure and restricted usage agreement with the City consistent with the terms of this Contract.

(c) *Third Party Service Provider Access.* Notwithstanding the confidentiality, non-disclosure and restriction of usage provisions contained in this Contract, the City may provide access to any Licensed Product(s) by its authorized consultants, agents, auditors, contractors, counsel and other representatives for the purpose of providing assistance (whether that be assistance be in the form of using, benefiting from and/or accessing the Licensed Product[s]) to the City in the ordinary course of the City's operations of the Licensed Product(s), provided that any such third party shall first have executed a nondisclosure and restricted usage agreement with the City consistent with the terms of this Contract, and no such third party shall be engaged in the business of providing data processing services under a facilities management, service bureau, outsourcing or similar arrangement

(d) *Copy.* The Licensed Product(s) must not be copied or used, except as specified in this Contract. The City agrees not to cause or permit the reverse engineering, disassembly or de-compilation of the Licensed Product(s), except to the extent required to obtain interoperability with other software utilized by the City. The City shall not acquire any rights, express or implied, in the Licensed Product(s) other than those specified in this Contract.

(e) *Modify.* The City shall have the right to modify the Licensed Product(s) for its own purposes and use in accordance with the provisions of this Contract, through the services of its own employees or of independent contractors, provided that such independent contractors agree not to disclose or distribute any

part of the Licensed Product(s) to any other person or otherwise violate the Company's proprietary rights therein. The City agrees that it shall not modify a Licensed Product in any manner which would affect the performance of the Licensed Product in such a manner as to cause it to fail to meet warranties set forth in D-4 (Representations and Warranties). The City will retain ownership of all modifications to the Licensed Product(s) made by or for the City. Company shall not incorporate any such modifications into any product for sale, transfer, licensing or distribution to third parties unless it first obtains the City's written authorization and also agrees to pay the City a reasonable royalty, pursuant to mutually agreed upon terms.

(f) *Merge.* The City shall have the right to merge the Licensed Product(s) with, and to use it in conjunction with, other software, programs, routines and subroutines developed or acquired by the City. The Company shall have no ownership interest in any other software, program, routine or subroutine owned or developed by the City or acquired by the City from a third party by virtue of its having been merged with or used in conjunction with any Licensed Product hereunder.

(g) *Use in the Normal Course of Business.* Any documents, forms, and/or spreadsheets that are generated from the utilization of the functionality of the Licensed Product(s) can be used by the City in its normal course of business, including but not limited to the City sharing such documents with its business partners and other third parties.

D-6 Delivery Method

The City can elect one of the following acceptable delivery methods for each Licensed Product, which is specified in the applicable Licensed Product Schedule, as attached in Attachment 2 "Licensed Product Schedule".

(i) *Tangible Copy.* The Company shall provide the City with a tangible copy of each Licensed Product and a minimum of two copies per installation of the Documentation. The Company shall deliver the Licensed Product by the delivery date and method specified in the applicable Licensed Product Schedule in attached Attachment 2 "Licensed Product Schedule". Failure to deliver the Licensed Product(s) by such date shall give the City the right to immediately terminate this Contract as to such Licensed Product(s), and to receive a complete refund of any and all fees paid to the Company, effective upon notice to the Company and without any right to cure. The Company also agrees to supply the City with a replacement copy of the Licensed Product(s) at no charge in the event of loss or damage to the copy originally delivered hereunder.

(ii) *Electronic Delivery.* The Company shall transfer electronically to the City copies of each Licensed Product and the Documentation, no later than the delivery date specified and in strict accordance with the delivery instructions set forth in the applicable Product Schedule in Exhibit A. Failure to electronically deliver the Licensed Product(s) by such date or in strict accordance with the delivery instructions will give the City the right to immediately terminate this Contract as to such Licensed Product(s). The Company understands that it will not leave tangible copies of the Licensed Product(s) or Documentation at the installation location, but will arrange for the electronic downloading of those items. The City may make multiple copies of the Licensed Product(s) or Documentation up to the number specified in the Product Schedule. product schedule. The Company also agrees to replace the Licensed Product(s) as originally delivered hereunder, at no charge, in the event of loss or damage to the Licensed Product(s). If the Licensed Product(s) are delivered by this method, the Company and the City will execute a Certificate of Delivery and Installation after the delivery has been completed.

D-7 Source Code

(a) For purposes of this paragraph, Source Code will have the meaning generally accorded it in the United States of America by individuals experienced and skilled in the design, creation and implementation of Software.

(b) The Company acknowledges and agrees that the provisions of this paragraph creates no presumption that the Company or any trustee or other fiduciary of the Company is entitled to reject or terminate this Contract under applicable law. The parties agree that such a rejection or termination would be highly prejudicial to the City's interests.

(c) The City is responsible for all fees associated with the escrow program including any fees identified to exercise its rights to obtain the deposit from the Escrow Agent other than the reasonable and incidental fees of the Escrow Agent in producing a copy of the Escrow Materials for the City.

(d) The Source Code will be delivered to Escrow, to an Escrow Agent.

Delivery to Escrow:

(i) *Escrow Agent.* Within thirty days of Contract Award Date, the Company shall maintain a current copy of the Escrow Materials with GuardIT who will act as the Escrow Agent under this Contract, will add the City as a beneficiary to the Company's escrow account for all intellectual property. All fees for the Escrow Agent shall be borne by the City.

(ii) *Escrow Materials.* The Company covenants, represents and warrants that at all times, the Escrow Materials shall constitute a complete and correct version of the Licensed Product(s) and shall be sufficient for an expert computer programmer experienced and skilled in design, creation and implementation of source code. The Company shall provide for the verification of the content of the escrow deposit(s) against the Company's deposit transmittal correspondence. In addition, upon the City's request, the Escrow Agent shall reconstruct the Licensed Product(s) from the Escrow Materials provided. Further, the Escrow Agent shall notify the Company and the City in writing within ten days of the success or failure of each deposit verification attempt.

(iii) Escrow Deposits. The Company will update its Escrow Account within 30 days of notification that the City has upgraded to a new version of the Licensed Product(s).

(iv) *Triggering Events.* The Escrow Agent shall immediately release the Escrow Materials to the City in the event:

A. Licensor is liquidated or dissolved, or

B. Licensor makes a general assignment for the benefit of creditors, or

C. a general receiver or trustee in bankruptcy is appointed over Licensor's business or property, or

D. an order for relief is entered for Licensor in a case under Chapter 11 of the United States Bankruptcy Code ("Chapter 11"), or

E. Licensor and its successors cease to carry on business on a regular basis, then access to or a copy of Licensor's full proprietary source language statements of the most recent version of the Licensor Products and selected related documentation (the "Source Code") shall be made available to the City of pursuant to the terms and procedures of the Escrow Agreement. The license to the Licensor Products granted by this License shall be deemed to extend to any such Source Code, which the City of shall use for the sole purpose of support, modification, or maintenance of the Licensor Products for the City of internal use in accordance with this License. All Source Code will be treated as Licensor Confidential Information.

D-8 Acceptance of Software

(a) *Acceptance Testing Period.* Following the installation of each Licensed Product and completion of training of the City's personnel, the Company will have a 90 day Acceptance Testing Period to test the Licensed Product to determine its conformance to the applicable Specifications, and is capable of running on a repetitive basis on a variety of the City's actual data without Software failure.

(i) *Failures of Software.* Also during the Acceptance Testing Period, the City will notify the Company of any failure of the Software to operate as specified in the Documentation, or this Contract with respect to any material operational or functional capability or feature. When such notice is given, the Company shall have a maximum of 30 days, unless otherwise agreed to in writing, to correct the reported nonconformities, and the Software shall not be deemed Accepted unless and until the City states in writing that all such nonconformities have been corrected. If the Company has not

corrected all such nonconformities within 45 days after the date the City first notified the Company of such nonconformity, the City shall have the right to terminate this Contract without further liability.

(ii) *Extension of Acceptance Testing Period.* In the event the Company agrees, at the City's request, to revise the Licensed Product(s) to correct a problem or deficiency identified by the City during the Acceptance Testing Period, the Company shall do so promptly, whereupon the City will have a additional, subsequent 30 day Acceptance Testing Period within which to test the Licensed Product(s).

(iii) *Use.* In no event shall any use of the Software during the Acceptance Testing Period constitute acceptance of the Software.

(b) *Acceptance.* At the end of the Acceptance Testing Period the City will notify the Company if the Software is accepted.

D-9 Documentation

The Company shall provide user manuals and installation manuals to the City, which are sufficient to allow it to utilize fully the Licensed Product(s) in accordance with the descriptions on the capacity and functionality (Specifications) set forth in Documentation. This Documentation will include but not be limited to overview descriptions of all major functions, plus detailed step-by-step operating procedures for each screen and activity. This is in addition to any on-line help which is part of the Licensed Product(s) user interface. The Company shall deliver to the City upon execution of this Contract a hard copy of the Documentation and a CD Rom version, and shall revise such documentation as necessary to reflect any modifications made by the Company to the Licensed Product(s). The City can make copies of the hard Documentation and have unlimited use of the CD Rom. The City may incorporate the Documentation in works prepared for the City's business endeavors so long as the City includes all copyright, trademark and other notices of the Company in the same form as they appear on or in the Documentation. The Company warrants and represents that the Documentation and all modifications or amendments thereto and any other documentation which the Company is required to provide pursuant to this Contract shall be in accordance with the Documentation standards in the present Documentation. If any user manual or portion thereof is the Proprietary Information or Intellectual Property of any other party, the Company shall convey to the City the right (to the extent possible under law) to make whatever copies and use of the material the City deems necessary.

D-10 Advance Notification

The Company will provide the City with at least 30 days advance written notification of all releases, versions and/or Updates.

D-11 Support and Maintenance Program

The Company shall provide the technical support and maintenance for the Licensed Product(s) as further described in attached Exhibit B (Support and Maintenance Program), unless the City declines the Support and Maintenance Program in writing and/or does not pay the annual Support and Maintenance Program fee.

D-12 Testing and Disaster Recovery

The City shall have the right to install, execute, use, copy, test, display and perform any of the Licensed Product(s) on disaster recovery computers (i) for the duration of a disaster, and (ii) for the purpose of conducting testing of their disaster recovery plan procedures and effectiveness for a reasonable period. The Person that provides the testing and disaster recovery services shall first have executed a nondisclosure and restricted usage agreement with the City consistent with the terms of this Contract.

D-13 Other Licenses

The parties hereto acknowledge and agree on behalf of themselves and their successors and assigns that all license agreements relating to the Licensed Product(s) between the Company and/or it predecessors on the one hand and the City on the other hand shall be superseded by this Contract. The licensees of the previous license agreements and the City shall have no further obligation to make any payments thereunder, and all claims by the Company, including claims for payments or alleged payments due prior to the Award Date, are released for the previous license agreements.

D-14 Survival

The following paragraphs of the Contract will survive termination or expiration of the License Agreement, no matter how the License Agreement is terminated:

E-7 Assignment

E-19 Confidentiality/Protection of the City's Proprietary Rights

D-5(c) Third Party Service Provider Access

D-4 Representations and Warranties

D-11 Support and Maintenance Program

E-3 Termination for Convenience

E-4 Termination for Cause

D-12 Testing and Disaster Recovery

D-7 Source Code

E-6 Indemnification

D-1 Notices

E-9 Taxes/Compliance with Laws

D-14 Survival

D-15 Order of Precedence

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

SECTION E – General Clauses

E-1 Disputes [CAO-7/25/08]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute, and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution and in the same notice as to whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-7/24/08]

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-7/24/08]]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-11/9/09] R

(a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:

  (i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;

  (ii) Make progress, so as to endanger performance of this Contract; or

  (iii) Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.

(c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in the manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue the work not terminated.

(d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

(g) Termination of this Contract shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve the City's obligation to pay any fees that may be owed. The Company shall return to the City all payments previously received by it with respect to such Licensed Product. Upon termination, the City shall cease using, and shall upon Company's request, return at Company's expense or destroy, all copies of the applicable Licensed Product(s), except that the City may retain a single copy of the Licensed Product and User Documentation for archival purposes Upon Company's request, purge all copies of the applicable Licensed Product or any portion thereof from all computer systems and from any computer storage medium or device on which the City has placed or permitted others to place the Licensed Product, other than as necessary to retain a single copy of the Licensed Product and user Documentation for archival purposes. Notwithstanding the foregoing, the City shall not be obligated to retrieve any copy of the Licensed Product that resides on any backup media unless the retention period of such media is greater than 60 days and no attempt has been made to recover such copy therefrom for any purpose.

(h) If the Company terminates the license for any Licensed Product, the City will have a reasonable period from the receipt of Company's notice of termination to migrate from the Licensed Product to the software of another licensor. During this migration period, the City may continue using such Licensed Product and user Documentation subject to the terms and conditions of this Contract as necessary for migration.

(i) Termination of this Contract shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve the City's obligation to pay any fees that may be owed. The Company shall return to the City all payments previously received by it with respect to such Licensed Product. Upon termination, the City shall cease using, and shall upon Company's request, return at Company's expense or destroy, all copies of the applicable Licensed Product(s), except that the City may retain a single copy of the Licensed Product and User Documentation for archival purposes Upon Company's request, purge all copies of the applicable Licensed Product or any portion thereof from all computer systems and from any computer storage medium or device on which the City has placed or permitted others to place the Licensed Product, other than as necessary to retain a single copy of the Licensed Product and user Documentation for archival purposes. Notwithstanding the foregoing, the City shall not be obligated to retrieve any copy of the Licensed Product that resides on any backup media unless the retention period of such media is greater than 60 days and no attempt has been made to recover such copy therefrom for any purpose.

(j) If the Company terminates the license for any Licensed Product, the City will have a reasonable period from the receipt of Company's notice of termination to migrate from the Licensed Product to the software of another licensor. During this migration period, the City may continue using such Licensed Product and user Documentation subject to the terms and conditions of this Contract as necessary for migration.

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

(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. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

(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.

(iv) Professional Liability Insurance with 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) 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.

E-6 Indemnification [CAO-7/24/08]

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

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

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

E-7 Bonding Requirements

A performance bond, or other security agreement or arrangement, that is deemed acceptable by the City, is required on the part to the Company for One Hundred Percent (100%) of the Contract Amount. A "performance bond" is one ensuring the performance of the Company's obligations under this Contract. The Performance Bond is due within five (5) working days after the date this Contract is approved by the City Council.

E-8 Assignment [CAO-7/24/08] R

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-9 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-10 Taxes/Compliance with Laws [CAO-7/24/08]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

E-11 Audit of Records [CAO-8/5/08]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to the address, designated by the City, within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph.

(c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-12 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-13 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The

provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-14 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-15 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-16 Entire Agreement, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-17 Conflict of Interest (City Officials) [CAO-7/24/08]

(a) An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-18 Public Records [CAO-7/24/08]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). All of the City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

E-19 Confidentiality – City Information [CAO-7/24/08

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, The Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-20 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-21 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-22 Changes – Fixed-Price Services [CAO-7/24/08] R

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed.

(ii) Time of performance (i.e., hours of the day, days of the week, etc.).

(iii) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall request a quote for specified changed from the Company. The Contract will be modified upon agreement by the City and the Company on the revised scope, price, and/or schedule.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

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.

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Pages
Schedule A	Payment Schedule	6
Attachment 1	Certificate - Disclosure of Ownership/Principals	2
Attachment 2	Licensed Product Schedule	1
Exhibit A	Proposed Scope of Work	2
Exhibit B	EPlan Submittal Functional Requirements	20
Exhibit C	Support and Maintenance Program	3
Exhibit D	Deliverable Acceptance Document	1
Exhibit E	Pricing Guarantee	1
Exhibit F	Project Change Request Form	3
Exhibit G	Preliminary Project Plan	5

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract 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 8-12-10
Date

AVOLVE SOFTWARE CORPORATION

RONALD LOBACK, President & CEO

"Company"

SCHEDULE A - PAYMENT SCHEDULE

	Milestone	Description	Deliverables	Software	Services	Maintenance	Total Invoice
Invoice 1 - Discovery	SOW Signed	Discovery is completed	Software delivered on CD Rom Kick off meeting completed Statement of Work Accepted Requirements analysis – workflow, Hansen & Sire Interfaces Accepted Final Project Plan Accepted Responsibility Matrix Accepted	$50,000	$39,600		$89,600
Invoice 2 - Installation	Software Installation	Services and Software Installed on Servers	Software Delivered Checklist of equipment delivered Installation documentation delivered Acceptance of Software Installed in Test	$70,000	$10,800		$80,800

	Milestone	Description	Deliverables	Software	Services	Maintenance	Total Invoice
Invoice 3 – Configuration and Phase I Training	Process 1 -Configuration, Validation and Reviewer Training Completed	ProjectDox work processes are configured for Process 1 and validated by the City. Testers are Trained for use of ProjectDox for Phase 1.	Hansen Workflow Configuration Accepted Train the Trainer, and Testers Training Completed Configuration/Design Documents Accepted Forms and Custom Forms Accepted Workflow Designs for Forms and Knowledge Views Accepted Process Flow Charts Accepted		$81,000		$81,000

	Milestone	Description	Deliverables	Software	Services	Maintenance	Total Invoice
Invoice 4 – Interfaces, technical training, & documentation acceptance	Hansen 7 One Way Integration (Project Initiation), SIRE One Way Integration, Technical Training and Documentation Complete	Hansen 7 and SIRE one way integration competed, tested and validated. General Admin Training, Project Admin Training and Train the Trainer complete.	Hansen 7 One Way Integration Accepted SIRE One Way Integration Accepted System Admin, Project Administrator , and Sr. Technical Systems Analysts Completed Training manuals for System Admin, Project Administrator , and Sr. Technical Systems Analysts Accepted Configuration/Design Documents for One Way Interfaces Accepted Forms and Custom Forms for One Way Interfaces Accepted Workflow Designs for Forms and Knowledge Views for One Way Interfaces Accepted Process Flow Charts Accepted	$20,000	$39,600		$59,600

	Milestone	Description	Deliverables	Software	Services	Maintenance	Total Invoice
Invoice 5 – Testing, migration to production, & post production support of process 1	Process 1-Completed and Operational	(Testing by Company and City, Migration of workflow to Production Environment)	End User Testing Results Accepted System Improvements Implemented and Accepted End User Training Manual Delivered End User Training Completed Community Training Session for Process 1 Completed Migration Plan to Production Accepted Post Production Support is Provided	$97,000	$14,400		$121,800
	(Testing, Migration to Production, Post Production Support)						
Invoice 6 – Configuration and Phase II Training	Process 2- Configuration, Validation and Reviewer Training Completed	ProjectDox work processes are configured for Process 2 and validated by the City. The plan Reviewers are Trained for use of ProjectDox for Phase 2.	Hansen Workflow Configuration Accepted Configuration/Design Documents Accepted Forms and Custom Forms Accepted Workflow Designs for Forms and Knowledge Views Accepted Process Flow Charts Accepted		$43,200		$43,200

	Milestone	Description	Deliverables	Software	Services	Maintenance	Total Invoice
Invoice 7 – Testing migration to production & post production support of process 2	Process 2- Completed and Operational	(Testing by Company and City, Migration of workflow to Production Environment)	End User Testing Results Accepted System Improvements Implemented and Accepted End User Training Manual Delivered Community Training Session for Process 2 Completed Migration Plan to Production Accepted Post Production Support is Provided		$10,800		$10,800
	(Testing, Migration to Production, Post Production Support)						
Invoice 8 - Configuration and Phase III Training	Process 3- Configuration, Validation and Reviewer Training Completed	ProjectDox work processes are configured for Process 3 and validated by the City. The plan Reviewers are Trained for use of ProjectDox for Phase 3.	Hansen Workflow Configuration Accepted Configuration/Design Documents Accepted Forms and Custom Forms Accepted Workflow Designs for Forms and Knowledge Views Accepted Process Flow Charts Accepted		$43,200		$43,200

	Milestone	Description	Deliverables	Software	Services	Maintenance	Total Invoice
Invoice 9 - Testing migration to production & post production support of process 3	Process 3- Completed and Operational	(Testing by Company and City, Migration of workflow to Production Environment)	End User Testing Results Accepted System Improvements Implemented and Accepted End User Training Manual Delivered Community Training Session for Process 2 Completed Migration Plan to Production Accepted Post Production Support is Provided		$10,800		$10,800
	(Testing, Migration to Production, Post Production Support)						
Invoice 10	Maintenance Year 2	Due one year after agreement execution				$35,200	
Invoice 11	Maintenance Year 3	Due Two years after agreement execution				$35,200	
Invoice 12 – Forms and Workflow Training	Offsite Training – Optional				10000		
				$237,000	$303,400	$70,400	$611,200

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
Address
Telephone
EIN or DUNS

Block 2 **Description**
Subject Matter of Contract/Agreement
Contract No.

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.			
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: ___.

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

_____
Date

Subscribed and sworn to before me this _____day of

_____, 20__

_____
Notary Public

ATTACHMENT 2
LICENSED PRODUCT SCHEDULE

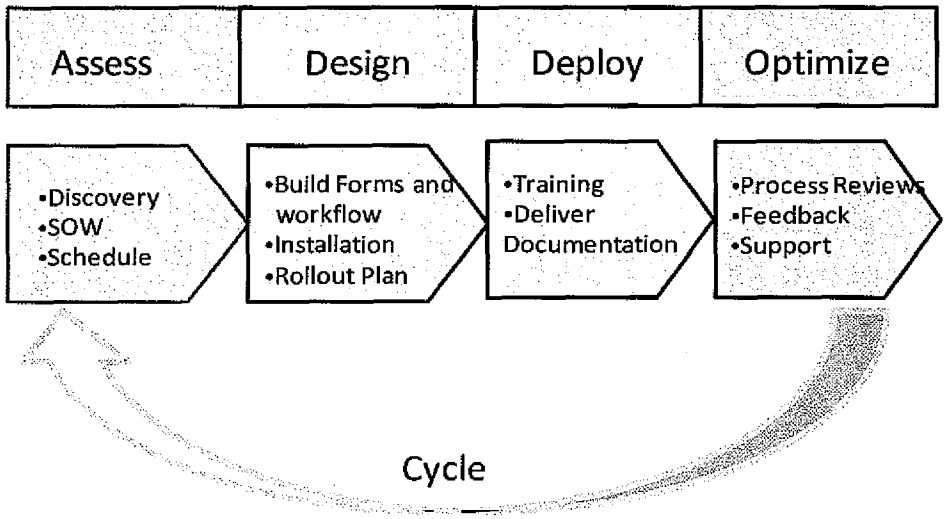
Licensed Product name, version and description	Name, Version Description ProjectDox 7.5
Specified environment (i.e. NT, Windows, Unix, version no., etc.)	Operating System: Windows Hardware Platform: CLV Servers Other:
License type and number of licenses (i.e. server-based, CPU, site, user/seat-based, named, concurrent, etc.)	Type:Enterprise License Number:
License Fee	Included in Contact
Product deliverable form	Executable Code: Included Source Code: Included or Escrow
Installation date	TBD
Payment terms	Net 30 days
Warranty period	TBD
Maintenance term begins	MM/DD/YYYY
Support and Maintenance Services (Acceptance Testing Period, Training and Implementation)	Included in initial price
Support and Maintenance Services (Initial Year)	Included in initial price
Support and Maintenance Services (Subsequent Years)	Included in Contract
Development Services Period	163 daysdays after Award Date
Acceptance Testing Period	90 days after installation
Training and implementation period	90 days after Acceptance Testing Period
Training required	Yes
Acceptance date	Upon completion of Acceptance Testing Period, Training and Implementation
Delivery method	Tangible and Electronic

EXHIBIT A

PROPOSED SCOPE OF WORK

a) The Company will collaborate with the City in order to define the Statement of Work for configuring ProjectDox to work within the City's various departments.

b) The outline below reflects at a high level the closed loop methodology that is use by the Company during the delivery of projects for our clients.



c) The Avolve Software implementation methodology includes four major phases;

i) **Assess:** The assess phase incorporates meetings with the City's team and other relevant parties to identify and understand the current state of internal operational processes. The Company will discuss and define the City's preferences for the future state of operations; this includes goal setting initiatives and business process improvements. Once the Company understands the current and desired states, The Company will begin to make recommendations on how to leverage ProjectDox to maximize the benefits gained from the system.

ii) **Design**: The City's practices and the agreed upon business process improvements determined in phase one will determine how ProjectDox site will be specifically configured for the City in the Design Phase. At the end of this phase, the City's system will be configured; the City will have a rollout plan and schedule that makes the most sense for the City;'s jurisdiction.

iii) **Deploy:** When the Company has completed the design phase, the City will hava a-documented set of new processes that are automated and enhancedby the ProjectDox application. This will include policy and procedure guides and customized training manuals. At this point the Company can begin the Deploy Phase. ProjectDox provides a customized comprehensive training plan designed to educate users on the City's new standard processes. Instructor led training classes are usually organized by role. Classes are typically small, 10 or fewer students per class with hands on access to the application.

iv) **Optimize:** The optimization phase hones the process and modifies areas were necessary after ProjectDox has been brought into production. Additionally, optimization plans will include methods to accommodate future functionality and enhancement deployment as well as regularly scheduled process reviews, benchmarking, and additional training and support programs.

d) **ProjectDox Implementation Key Milestones** The ProjectDox Implementation key milestones are outlined below. The professional services provided by the Company will include both technical services and consulting services. Both are described below.

i) **Pre-Implementation** The City will be given a checklist and requests for information in order to prepare for the kick-off meeting and discovery sessions.

ii) **Kick-off Meeting** A strategic team will be gathered to help identify project goals. Teams will consist of City staff from the following departments: Planning and Development, Public Works, Building and Safety, Fire Prevention, the City Clerk's office, and Information Technologies.

iii) **Discovery** Document and review current work processes at the City for the following groups: Planning & Development, Public Works, Building and Safety, and Fire Prevention. Discuss and document ProjectDox processes. The Company will work with City to understand and document the interface requirements between the City's Records Application Data and ProjectDox.

iv) **Statement of Work (SOW) and Project Schedule** Statement of Work (SOW) will be created to reflect the detailed task list, estimated services days and a proposed implementation schedule.

v) **Hardware Setup and Software Installation** The Company will consult with City to make recommendations on the hardware configuration and infrastructure. Hardware must be installed and functioning prior to the Administrator training, Basic Work Flow Development Training schedule.

vi) **Forms and Workflow configured and delivered** Forms and Workflows will be configured, tested and reviewed with the City. The processes will be based on the configurations identified in the SOW.

vii) **Documentation Delivered** The Company will document final system configuration including custom workflows and e-forms and the Las Vegas Records Application Data (B.R.A.D) interface and reports. The documentation will include Policies and Procedure manuals, responsibility matrix, process flow diagrams and training exercises. The Company will provide user and administrator manuals via electronic format for City to produce as needed, with unlimited downloads.

viii) **Administrator Training, Project Administrator and Reviewer Training** The City is responsible for scheduling of City personnel for training for System Admin, Project Admin and all end users. The Company will work with City to train the individuals identified by City as permit administrators of the plan review process. The Company will work with City to train the individual review department members on how to complete assigned tasks as required by the workflow business rules. The number of participants in each session should be a maximum of 10. Each attendee is required to have a PC and access via internet to the City'sProjectDox UR

ix) **Go Live** The Company will be work with City to meet the go live date as specified in the Statement of Work (SOW) and the schedule.

x) **Optimization and Testing** The Company and City will perform end-to-end testing of the ProjectDox system implementation and interface and all workflow and e-forms created to meet requirements.

Exhibit B - EPlan Submittal Functional Requirements

Instructions to Vendor: Please place an "X" in the appropriate column on each line item to indicate whether functionality currently exists in a production environment in your solution, or whether the functionality could be met but only with custom development. If any line item can only be met by third party software, place an "X" in that column and provide comments, such as any recommended 3rd party. You may add comments to any line item to provide certificates that will assist the City of Las Vegas in understanding your response. In all cases, except where functionality is not available or functionality is to be provided by 3rd party, identify the module or component that would be required to meet the stated requirement.

	REQUIREMENTS	Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
	GENERAL REQUIREMENTS						
G-1	Inquiry Screens for functional users and web customers	X					
G-2	Customer "profile" is created once and can be used on multiple application/permit types (profile validation by discipline)	X					
G-3	Customer updates to "profile" will allow customer to update all applications/permits s/he is associated to in the back office.	X					
G-4	History of customer "profile" change is maintained.	X					
G-5	Track history of all changes including comments, documents, reviews, alerts, notices, etc.	X					
G-6	All activity on an application/permit is recorded, viewable, retrievable regardless of whether added or modified by user, customer, or system.	X					
G-7	Capable of one to one and one to many relationships:	X					
	multiple documents to one application/permit	X					
	multiple applications/permit to one set of documents	X					
	multiple reviews to one application/permit	X					
	multiple customers to one application/permit	X					
	multiple application/permits to one customer	X					
	user profile applied to one application/permit	X					
	user profile applied to multiple applications/permits	X					
G-8	User defined due dates.	X					Basic workflow configuration.

	REQUIREMENTS	Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment:
	GENERAL REQUIREMENTS						
G-9	User defined flags, warning, holds, and alerts based on user role/access rights.	X					Basic system configuration.
G-10	View holds, warnings, flags and alerts on all records.	X					
G-11	Customer is automatically advised of incomplete submittals and action needed to correct.	X					Basic workflow configuration - based on business process requirements of Las Vegas.
G-12	Tickler file for follow-up on activities to user	X					Basic workflow event configuration for reminders and due dates - task and email notifications will be automatically sent.
G-13	Tickler file for follow-up on activities to customer	X					Basic workflow event configuration for reminders and due dates - task and email notifications will be automatically sent.
G-14	Edit checks- ability to make some fields mandatory input, ability to have pull down menus so that data that is entered must match menu list etc.	X					
G-15	Audit trail for additions, changes, deletions, and new records which identify data entry personnel, dates, times, user identification, and terminal identification.	X					
G-16	Web based, user and customer, no client install	X					
G-17	Unlimited text fields to record comments on a variety of activities	X					Standard electronic forms configuration to meet business requirement for Las Vegas.
	Unlimited text, numeric, alpha numeric to store a variety of user defined data.	X					Standard electronic forms configuration to meet business requirement for Las Vegas.
G-18	Wild card searches	X					
G-19	Access records by any project identifier:	X					
	primary project parcel number	X					
	primary address	X					
	application/permit number	X					
	primary customer	X					

REQUIREMENTS		Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
	GENERAL REQUIREMENTS						
	non-primary customer	X					So long as the information is available within the permitting application.
	linked parcel and address	X					So long as parcel and address are linked within the permitting application and the information is available to ProjectDox - otherwise so long as the information is stored in ProjectDox it could be linked.
	customer phone number or address	X					
	Plans Examiner/Reviewer	X					
G-20	Master record can be updated by only one user at a time while allowing multiple users to create/store their changes	X					
G-21	Real Time updates	X					
G-22	Cross reference records with parent/child and linked projects identified in back office.	X					So long as the information is within the permitting application and is available to ProjectDox.
G-23	Update file attributes as new attributes are added to master record, i.e. new child application/permit is added to original record, etc. and send alert to customer and/or CLV staff.	X					
G-24	Ability to set up user defined codes throughout the application.	X					User defined codes can be setup within ProjectDox and can be made accessible to specific team members. ProjectDox also support ICC eCode from within ProjectDox for access by the Plan Reviewers during plan review and tracking.
G-25	Ability to set up user defined tables throughout the application.	X					Standard electronic forms configuration to meet business requirement for Las Vegas.
G-26	Records of all communication and document submittals are retained, time stamped, and indicate who created/submitted record.	X					

	REQUIREMENTS	Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
	GENERAL REQUIREMENTS						
G-28	Customer may "clone" information from one application/permit as it applies to multiple applications/permits without duplicate data entry.	X					
G-29	Customer can amend "cloned" data as needed to reflect changes that apply to a particular application/permit	X					If jurisdiction allows such changes and support of best practices - specific data fields can be locked as required
G-30	Conditions or controls prevent unauthorized parties (reviewers, customers, other staff) from seeing, submitting, modifying documents, plans, submittals.	X					Permission management - workflow configurable
G-31	File Type neutral: Any type of document class can be submitted, retrieved, redlined, marked up and stored.	X					ProjectDox supports 200+ file types - specific file types can be blocked or supported as pass-through only as required by the jurisdiction
G-32	Track and retrieve electronically submitted plans, documents, records of open applications/permits	X					
G-33	Track and retrieve electronically submitted plans, documents, records of closed applications/permits	X					
G-34	Link all electronic documents such as correspondence, plans, digital pictures, studies, etc. to multiple applications/permits	X					
G-35	Link all electronic documents such as correspondence, plans, digital pictures, studies, etc. to an application/permit.	X					
G-36	City ordinances, building codes, standard verbiage stored in system can be retrieved and attached to project as notes by approvers/reviewers.	X					Full support for ICC eCodes, custom stamp libraries, departmental stamp libraries and departmental checklists. All can be user configured to meet the requirement of Las Vegas.
G-37	Unlimited number of engineering or design professional stamps can be stored	X					Static stamps and dynamic stamps are supported.

REQUIREMENTS		Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
	GENERAL REQUIREMENTS						
G-38	Unlimited number of electronic signatures can be stored	X					Stored in the database and are user specific and permission controlled.
G-39	Mechanism for capturing stamps/signatures to conform with existing state requirements	X					Stamps and signatures can be created or captured and stored within ProjectDox for use as required by Las Vegas to meet their business process workflow.
G-40	Roles can be created for internal reviewers that allow members to add, update, modify based on permissions	X					
G-41	Alerts/notices can be set to automatically generate at pre-defined milestones, i.e. all reviews are completed and ready for pickup, review failed and needs corrective action	X					Basic workflow event configuration for reminders and due dates - task and email notifications will be automatically sent. Milestones are setup and defined in the workflow business process as required by Las Vegas.
G-42	Form can be created that can be converted to pdf's and sent to electronic document management system for storage	X				PDF Conversion Module will be required.	
G-43	Allows module administrator to define member access roles	X					
G-45	Create multiple folder structures for end users	X					
G-46	Ability to hyperlink to code books	X					
G-48	Ability to print at any scale	X					
G-49	Templates can be created according to workflow	X					
G-50	Overlay functionality - version to version, floor to floor	X					Can overlay compare any 2 files of any type
G-51	Unlimited text, numeric, alpha numeric to store a variety of user defined data.	X					
	ELECTRONIC SUBMISSIONS AND REVIEWS						

REQUIREMENTS		Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
	GENERAL REQUIREMENTS						
ES-1	Customers can submit and resubmit plans, documents, maps, and other document classes electronically	x					
ES-2	Electronically route comments on plans to specific users online for consolidation, editing and final comments.	X					Defined and configurable in the workflow business process.
ES-3	Revisions submitted for active projects can be automatically routed to same individual/group conducting original review.	X					Defined and configurable in the workflow business process.
ES-4	Unlimited number of "approvers/reviewers" within a department/division in the routing queues.	X					
ES-5	Approval date-in, date-out, action-taken, and any comments are stored & maintained in master record.	X					
ES-6	All comments by reviewers compiled onto plans.	X					Comments are made on the drawings as markups and also compiled and consolidated on the Resubmit Notice electronic form by review department.
ES-7	Review and route plans received electronically without requiring hard copy prints be made.	X					
ES-8	Redlining capabilities with on-line map review.	X					
ES-9	Electronic redlining/project mark up.	X					
ES-10	Adhere to back office rules that prevent a review process from moving forward, i.e. review is denied until all corrections are made would prevent application/permit from moving to next stage.	X					Fully controlled by ProjectDox workflow
ES-11	Version control eliminates confusion as to what version of document is under current review.	X					
ES-12	Updates and communicates thru e-mail	X					
ES-13	Allows for multiple simultaneous reviewers	X					
ES-14	Tracks review activities such as name of reviewer, start and completion time for reviews by review type and reviewer and other user defined performance measurements.	X					Full audit tracking of all events by users and files.

	REQUIREMENTS	Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
	GENERAL REQUIREMENTS						
ES-15	Provides accurate measurements on reviews	X					
ES-16	Allows reviewers to set scales of measurements to be used	X					Allows users to calibrate drawings working units for accurate measurements. Users can define scale of drawings for printing purposes.
ES-17	Allows comparisons of versions electronically	X					Full features Overlay and Compare, showing in color all items added or removed between files.
ES-18	Provides page management (one set of plans with multiple pages)	X					
ES-19	Unlimited number of pages in page management functionality	X					
ES-20	Allows unlimited number of reviewer disciplines to overlay completed reviews from other disciplines as part of their review.	X					
ES-21	Provides a number of tools for version or overlay comparisons	X					Full features set of review and compare tools for all types of drawings - drawings for buildings and land development, engineering and documents.
ES-22	Allows pre-designed/pre-approved specification sheets/drawings to be used for redlining corrective action needed	X					Can also create standard details or notes and comments to be used as stamps when marking up drawings
ES-23	Allows alerts/notifications can to be sent to cell phone as text message	X					Sent as emails.
ES-24	Allows user defined configuration of milestones per review group, review type, and by application/permit type and work type	X					
ES-25	Allows plans/documents to be stored as individual sheets	X					
ES-26	Allows plans/documents to be stored as one set of plans with multiple sheets	X					
ES-27	Final drawings/plans/documents are available electronically to inspectors based on milestones being met	X					Controlled by specific workflow business process events.

	REQUIREMENTS	Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
	GENERAL REQUIREMENTS						
ES-28	Ability to upload any type of drawing format - file neutral	X					
ES-29	Ability to assign due dates to customers for submittal of revisions	X					Can also send multiple reminders and notify others when past due. Configurable within the workflow business process.
ES-30	Mechanism that allows all reviewers and technicians ability to know all changes made on a drawing (internal communication to collaborate across multiple disciplines)	X					
ES-31	Ability to send one correction notice that contains all reviewers comments	X					Standard workflow resubmit notice process.
ES-32	Ability to allow for vector .pdf files	X					Preferred.
ES-33	Ability to control the type(s) of file formats allowed	X					Specific file types can also be blocked from being uploaded.
ES-34	Ability to add text comments to markups	X					
ES-35	When company resubmits files, tag the versions such that they zoom on each version	X					Auto-zoom to markups and files via Overlay Compare.
ES-36	Ability to turn layers on and off	X					Markups can also save the layer viewing parameters.
ES-37	Ability to measure and calibrate plans	X					
ES-38	Ability to measure polygons, area, lines, and circles	X					
ES-39	Prevent customer from accessing files at different milestones in workflow	X					Managed by the workflow business process.
ES-40	Tools that allow customers to zoom to corrections needed by turning off layers	X					Creating Changemarks allow customers to be taken directly to a correction / markup issue and the Changemark takes them to the specific zoom location and can rotate the drawings and turn on and off specific drawing layers.
ES-41	Prevent users from completing a review assigned to another department	X					Controlled and managed via the workflow business process.
ES-42	Files are versioned as they change	X					Yes and all versions are maintained.
ES-43	Publish .pdf and drawing pages independently to allow hyperlinks to get to page	X					

	REQUIREMENTS	Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
	GENERAL REQUIREMENTS						
ES-44	Ability to assign reviews automatically to another party	X					
ES-45	Burn markups into file	X					Version specific.
ES-46	Ability to create stamps, customizable to user to maintain data entry	X					Personal stamp library's and departmental stamp library's are supported.
ES-47	Markups are created on a separate layer in XML	X					Permissions to view, create and access markups are controlled and managed via ProjectDox and the workflow business process.
ES-48	Final plans can be electronically signed	X					
ES-49	Controls prohibit customer from uploading files once the review process is started	X					Controlled by the workflow business process.
ES-50	System notifies customer if upload was incomplete	X					Actually blocks the customer from uploading related files if their resubmit task is not complete.
ES-51	The System can accommodate any size file but CLV can specify max file sizes to be uploaded	X					
ES-52	Certification that submitter is authorized to upload docs - addresses wet seal requirements. An interface to the State PM to verify certifications would be nice to have.	X	X				Custom integration may be required to connect to the State PM system for certification verification. There are several methods of electronic signature support available, depending on the jurisdiction's requirements. State of NV Board of Engineering is to vote to approve the use of electronic signatures in Jan. 2010.
	SYSTEM/ENVIRONMENT/SECURITY						
SE-1	Integrated, relational database.	X					MS SQL Database
SE-2	Enterprise licensing structure (unlimited users)	X					
SE-3	Load balancing for system fail over security	X					
SE-4	Unlimited transactions	X					

REQUIREMENTS		Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
	GENERAL REQUIREMENTS						
SE-5	Online document and data management system	X					Typical document management functionality, check in & check out, version control, advanced search and document indexing.
SE-6	Online help	X					
SE-7	Outlook integration	X					Support all email systems for end users. Configured at the server side to us SMTP.
SE-8	Windows attachments as Word, Excel, Access in Office 2003.	X					
SE-9	Custom fields defined by user such as text calculated, date format, monetary or general.	X					Unlimited field creation via electronic forms within ProjectDox.
SE-10	User defined group/role based access controls	X					Controlled and managed via workflow business process. Can be unique per user per plan review project. Can also be setup as defaults within ProjectDox project templates specific to the plan review type.
SE-11	Export data in a variety of formats	X					
SE-12	Import data from a variety of formats	X					
SE-13	Reliable 24/7 access to system by customers with the exception of backup times	X					System access would be managed and controlled by Las Vegas. Las Vegas will set system access parameters.
SE-14	End user documentation is provided	X					System Admin., Project Admin. and End User documentation are all provided with the system.
SE-15	Administrator documentation is provided	X					
SE-16	Passwords are encrypted	X					
SE-17	Password administration for customers is managed automatically by the system	X					
	Passwords require change at initial log-on.	X					
	Passwords are masked during entry.	X					

REQUIREMENTS		Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any limitations that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
	GENERAL REQUIREMENTS						
	Audit trail mechanisms capable of tracking the activity of the users including the lengths and times of sessions, the accesses allowed for each class of user, user identification, and terminal identification.	X					Yes to all - exception: ProjectDox can track review status times, but ProjectDox does not track total login time because ProjectDox is a transaction based system for better network performance.
	Auditing logs at a minimum: ID of person, unsuccessful attempts, system administrator accesses or functions accomplished or attempted user identification, and terminal identification.	X	X				Las Vegas can create their own reports from log and event informations tracked in ProjectDox or Avolve can create them for a service fee.
SE-18	CLV is automatically notified when system is down (customer web component)	X					System Admins are notified.
SE-19	Password configuration meets CLV requirements for level of complexity - minimum of 7 characters in length with a combination of numbers, letters, or special characters	X					Can be configured to meet Las Vegas's specific requirements.
SE-20	Integrates with CLV network to authenticate users	X					LDAP support for single user signon.
SE-21	Users with the appropriate rights and roles can log onto any computer to complete work (not only the computer they normally work on)	x					Users can also work from home.
SE-22	Users must be prompted to change password based on system defined rules (currently every 90 days)	x					
SE-23	All user action is auditable and trackable	X					
SE-24	Anti-virus protection software will not impede the use of the solution	X					Las Vegas is responsible for implementing an Anti-virus protection software. ProjectDox supports standard enterprise solutions.
SE-25	All newly uploaded files can be scanned for viruses before being allowed	x			Anti-virus Software		

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	GENERAL REQUIREMENTS						
SE-26	Files found to have viruses can be identified and reported upon	X			Anti-virus Software		ProjectDox supports enterprise level anti-virus protection software, but reporting of infected files would be the responsibility of the anti-virus software. ProjectDox can be configured to block specific file type that are defined as millous in content like .exe or .dll files. from being uploaded.
SE-27	Files found to have viruses will generate an alert/notice to customer that their file was rejected due to virus detection	X			Anti-virus Software		
SE-28	Automated workflow to archive submittals when user defined milestones are reached	X	X				May require custom integration to meet specific archival requirements. ProjectDox does have an export feature.
SE-29	Able to archive submittals based on application/permit	X					
SE-30	Provides for automatic "lock down" of submitted items upon reaching user defined milestones	X					Controlled by the workflow business process.
SE-31	Can retrieve/view archived items	X					
SE-32	Can print archived items	X					
SE-33	Can reuse documents from an archived project on a new project without harming the original archive	X					
SE-34	Digital signature capability	X					
SE-35	Digital watermark capability	X					For file viewing and printing.
SE-36	Exception reporting includes access violations, access denials and other inappropriate activity.	X	X				Event activity is tracked within the ProjectDox database but a custom report would need to be created to report on this information.
SE-37	Access mechanisms disables any account not used for a set period of time.	X					Access expiration can be managed via Group Permissions.

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	GENERAL REQUIREMENTS						
SE-38	Access mechanisms limits invalid access attempts to three.		X				ProjectDox currently doesn't support this, but invalid attempts are recorded in the database and available for reporting. Feature could be created to support this for a service fee is required.
SE-39	Access mechanisms terminate session when invalid attempt limit is reached.		X				ProjectDox currently doesn't support this, but invalid attempts are recorded in the database and available for reporting. Feature could be created to support this for a service fee is required.
SE-40	Access mechanisms locks out access when invalid attempt limit is reached.		X				ProjectDox currently doesn't support this, but invalid attempts are recorded in the database and available for reporting. Feature could be created to support this for a service fee is required.
SE-41	Source Code escrowed or provided.	X					Fees would apply for this service.
SE-44	Forms development module for users.	X					
SE-45	Report generator tool.	X					MS SQL Report Writer - included with MS SQL Database. Also support for Crystal Reports.
SE-46	Forms generator tool.	X					
SE-47	No limit to amount of history retained.	X					
SE-48	User defined records retention requirements.	X					
SE-49	User defined criteria will move selected records from active to inactive to archive status.	X					Based on workflow business process.
SE-50	Move archived data to Enterprise Records Management application	X	X				Using standard export feature. Custom integrations and features available for additional service fee.
SE-51	Report generated of archived records.		X				Custom report - created as required for additional services fee.

REQUIREMENTS		Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
	GENERAL REQUIREMENTS						
SE-52	Software accommodates a phased implementation.	X					Phased implementation may slow adoption and standardizations. Proper project discovery will determain best implementation plan.
SE-53	Software upgrades do not require re-programming customizations.	X					
SE-54	Software upgrades do not require re-programming modifications.	X					
SE-55	Process controls prevent incomplete or incorrect data from being processed.	X					As defined by the workflow business process.
SE-56	Process controls prevent information from being processed in the wrong sequence.	X					As defined and controlled by the workflow business process.
SE-57	Integrity of data entering the database is safeguarded through editing criteria.	X					
SE-58	Changes can be made in database structure without requiring recompilation of programs not directly impacted by the changes.	X					
SE-59	Web front end design conforms to CLV usability requirements	X					
SE-60	Users can be assigned multiple roles	X					As managed and controlled by the workflow business process.
SE-61	Audit trail cannot be deleted or changed	X					
SE-62	Integrates with Oracle but need SQL-based 256 bit encryption	X					ProjectDox does require its own MS-SQL database.
SE-63	Original documents cannot be altered	X					Unless specific permissions are granted to allow download of the original documents, but history and original documents are always preserved in the ProjectDox system.
	REPORTS AND FORMS						
R-1	Ad Hoc Reporting Tool provided (multiple variables)	X					
R-2	Checklists can be printed for customer information.	X					

REQUIREMENTS		Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
	GENERAL REQUIREMENTS						
R-3	Inquiries/Reports with variable parameters	X					
R-4	Generate ad hoc reports on a variety of activity which provide management work measurement tools.	X					
R-5	View on-line reports.	X					
R-6	Print on-line reports.	X					
R-7	Template documents created in MS Word	X					
R-8	Reports can be generated from templates and printed individually, in batch or placed on scheduled for printing.		X				As standard, ProjectDox does not currently support "scheduled" or "batch" printing of reports. Report information can be shared from ProjectDox with other applications that support scheduled and batch printing of reports.

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	GENERAL REQUIREMENTS						
R-9	Statistics can be generated from customer use such as number of plans uploaded, number of revisions, number of incomplete submittals how much owed, etc	X					Information regarding "how much owed" would be pulled from CLV permitting / accounting system into ProjectDox.
R-10	Standard reports are provided such as 'reviews' time, types of documents submitted, etc.	X					As defined in the workflow business process during implementation.
R-11	Reports can be generated by merging data from the eplan solution and the back office permitting solution (Oracle database)	X					As defined in the workflow business process during implementation.
R-12	Ability to generate automatic reminder notices for specific types of activities due by setting the number of days in advance for the reminder notices to be generated.	X					Standard workflow functionality
R-13	Able to create reports with embedded maps.	X	X				Integration development may be required depending on where the map data would be accessed form.
R-14	Able to create reports with embedded watermarks.	X					
R-15	A variety of reporting tools can be used with the software	X					
R-16	Work management reports to show which applications are behind schedule, which ones are almost ready to be passed along to another group, which ones need to be reviewed	X					As defined in the workflow business process during implementation.
R-17	User-defined letter generation for approvals/rejections, plan mark-ups, notices, agreements, expiration dates, studies needed, etc.	X					As defined in the workflow business process during implementation.

REQUIREMENTS		Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
	GENERAL REQUIREMENTS						
	INTERFACES						
IN-1	Interface with SIRE Electronic Records Management system (export)	X					ProjectDox provides an export feature that can export projects and files to almost any EDMS system - including SIRE.
IN-2	Interface with Hansen Permitting Software version 7 (export)	X					ProjectDox will support a simple 1-way integration to Hansen 7 and a full robust 2-way integration with Hansen 8.
IN-3	Interface with Hansen Permitting Software, version 7 (bi-directional)	X	X				ProjectDox will support a simple 1-way integration to Hansen 7 and a full robust 2-way integration with Hansen 8. If a bi-directional integration with Hansen 7 is required there would be an additional development fee to provide this functionality.
IN-4	Interface with ArcGIS or Digital Mapping System	X					Standard document / drawing integration web service.
IN-5	Allows other governmental agencies to respond to reviews electronically (invite other agencies to participate)	X					
IN-6	For all interfaces, error rejection and handling must be provided	X					
IN-7	Web interface (portal) for customers	X	X				Custom development would be required to provide a solution to meet the specific requirements of Las Vegas.
IN-8	Seamless integration with CLV website	X					
IN-9	Ability for end user to navigate between secure and CLV pages seamlessly	X					
	CUSTOMER SERVICE						
CS-1	Customers and other jurisdictions are not required to purchase software in order to use the functionality of the solution	X					

REQUIREMENTS		Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
	GENERAL REQUIREMENTS						
CS-2	Customer support is available on the web or by phone (no need to contact CLV when web problem is encountered)	X					Avolve Software will support CLV directly. Customers have access to online help. CLV will support their customers.
CS-3	Customers can print checklists or copies of messages sent back as part of their submittal package	X					Yes, if allowed by CLV. This is a business process decision.
CS-4	Comments can be recorded, stored and viewed by user and customer	XX					Yes, if allowed by CLV. This is a business process decision.
CS-5	A knowledge base can be created to help customers using the system	X					
CS-6	Submittal history can be retrieved by customer	X					ProjectDox provides full audit tracking of users and file history.
CS-7	All updates to a record are saved in history.	X					
CS-8	System access is available to customers 24/7.	X					
CS-9	Customers cannot upload submittals without a valid email address	X					Additional criterial can also be defined.

REQUIREMENTS		Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment
	GENERAL REQUIREMENTS						
CS-13	Customer can be advised, based on workflow, of submittal deadline dates and if submittals were not accepted and reviewed in time for a scheduled meeting	X					Defined in the Workflow business process.
	INSPECTIONS						
I-1	Inspectors can view final plans, documents, submittals on field devices for all documents moved into EDM	X					Via web access, Inspectors can use ProjectDox to view and markup plan review files and communicate any required changes back to the Applicant. ProjectDox doesn't directly control access of Inspectors to EDM systems.
I-2	Customers can submit required construction documents after permits have been issued, i.e. Special Inspection Results, Pad Certificates, sprinklers, fire alarms, etc	X					
I-3	Workflow configuration would allow the automatic movement of construction documents uploaded by customer to move into for storage and future retrieval	X					
	WORKLISTS						
WK-1	Create work load limits for user defined individuals and groups.	X					Basic workflow business process - fully configurable.
WK-2	Track review activities by: Task Dependancies, assignment to department/division & reviewer or inspector, date sent/received, date work started, date requested additional info or changes & date adequate reply received, date completed, net time spent, etc.	X					Basic workflow business process - fully configurable.
WK-3	User defined mandatory fields for specific activity completion.	X					Basic workflow business process - fully configurable.

REQUIREMENTS		Functionality currently exists in software	Functionality would need custom development	Estimated number of hours for customization and cost	Functionality to be provided by 3rd party software	Module providing functionality	Comments: Use this section to explain any line items that would require custom development, 3rd party software, functionality not expected to be available, or will be available in 6 months and any other items you wish to comment.
	GENERAL REQUIREMENTS						
WK-4	Create user defined routing groups.	X					Basic workflow business process - fully configurable.
WK-5	Ability to set up user defined business rules throughout the application.	X					Basic workflow business process - fully configurable.
WK-6	Pending dates (for action by customer before action is taken by user) can be used.	X					Basic workflow business process - fully configurable.
WK-7	User defined workflow and work lists based on activities and events.	X					Basic workflow business process - fully configurable.

EXHIBIT C
SUPPORT AND MAINTENANCE PROGRAM

D-9 Support and Maintenance Program

(a) *City's sOption.* The Support and Maintenance Program shall never be structured in a way that links usage or license rights granted herein to any requirement that the City purchase the Support and Maintenance Program. The Support and Maintenance Program is an option, to be acquired at sole discretion of the City. The City shall have the right to cancel Support and Maintenance Program at any time, at its option, during the term of the Contract. Cancellation of the Support and Maintenance Program by the City will not in any way affect this Contract and the rights granted herein (including, but not limited to, its perpetual license right). At the request of the City, the Company shall hereafter provide the Support and Maintenance Program in connection with the Processing Services at the prices specified in B-3 (Prices/Costs).

(b) *Errors.* Among the Technical Support Services to be provided, the Company will employ its best efforts to cure any error which causes a Licensed Product to fail to operate in accordance with the response times identified below.

(c) *Support and Maintenance Program.* The Company shall provide Support and Maintenance Program to the City (including but not limited to response times, telephone support, e-mail support and speed of delivery, testing and installation of Updates) in the form of advice and counsel on the City's use of the Licensed Product(s). The Company shall provide telephone assistance as necessary to cause the Licensed Product(s) to (a) perform in accordance with its current Specifications. The Company shall employ its best efforts to correct or replace Licensed Product(s) and/or provide services necessary, and (b) to remedy any Defect which can be attributed to the Company and which affects use of the Licensed Product(s). Such correction, replacement or services shall be promptly accomplished after the City has identified and notified the Company by telephone of any such Defect. Telephone support will be provided from 8:00 a.m. to 5:00 p.m. (PT), exclusive of those holidays observed by the Company.

(i) Support will be provided to the City's support organization by role rather than by named individuals. Such support individuals ("Support Representatives") shall be shall be reasonably competent in the use and operation of the product.

(ii) The Support Representatives will act as primary interface to the Company for support purposes. The Company will make all commercially reasonable efforts to address the problem identified by the Support Representative.

(iii) The City's Support Representatives shall report errors and Defects to the Company Representative or his/her support specialist designee(s). For Severity Level 1 errors or Defects, City's Support Representatives shall, in addition to any notification by any other means, notify the Company by telephoning a support specialist. In the event the City cannot make contact with a the Company support specialist, the City shall continue its efforts to personally notify the Company by calling the following Company representatives in the order listed until a Company representative is contacted in person:

- Support Manager
- Consulting Project Manager
- Business Unit Manager
- Associate Legal Counsel
- Chief Financial Officer
- Chief Executive Officer

(iv) The City will make an initial nonbinding classification of each Defect in the Licensed Product(s) or associated Documentation and will report such error or Defect to the Company based on the criteria set forth below. In the event there is a dispute between the City and the Company regarding the classification of a Defect, which is not resolved within 24 hours after the report from the City, such dispute will be referred to each party's Director-level management for resolution. In the event such Directors cannot resolve the dispute within 24 hours from the referral of the dispute to them, the Company's Director shall escalate the dispute to the Company's Vice President with responsibility over the operations. In the event the Company's Vice President cannot resolve the dispute within 24 hours, the dispute will ultimately be resolved by the Company's Chief Executive Officer.

(v) Electronic Access. The City agrees to provide the Company with "dumps" as requested and with reasonable support and test time on remote access to the City's computer system to duplicate the problem, certify that the problem is indeed with the Software. The City authorizes the Company to certify that the problem has indeed been fixed.

(vii) The Company shall respond to the City's-initiated problems in accordance with the following – the City shall identify a problem as one of the following Severity Levels:

SEVERITY LEVEL CLASSIFICATION CRITERIA

Error Severity Level	Determination Criteria
Severity Level 1	*Fatal*: Errors that meet the following criteria: -Error that prevent all useful work from being done; -Material errors in essential functions for which no work around exists; -Errors that cause a loss of data; or -Any error that permits unauthorized access to personal information or any loss thereof.
Severity Level 2	*Severe Impact*: Errors that meet the following criteria: -Errors that disable essential functions but for which a work around exists; or -Errors that violate material Specifications.
Severity Level 3	*Non-critical*: Errors that disable only nonessential functions identified in the Documentation.
Severity Level 4	*Minimal Impact*: Non-critical problems generally categorized as an enhancement to be prioritized for inclusion in the next version of the Licensed Product.

The Company shall return calls within the time specified in the Licensed Product Maintenance Response Schedule below. Response time will be measured from the time the City requests support by one of the means set forth below.

LICENSED PRODUCT(S) MAINTENANCE RESPONSE SCHEDULE

Error Classification	1st Level Response	2nd Level Response	3rd Level Response
Severity Level 1	3 business hours	1 business day	Next Upgrade
Severity Level 2	8 business hours	3 business day	Next Upgrade
Severity Level 3	2 business days	To be scheduled	As appropriate
Severity Level 4	7 business days	To be scheduled	As appropriate

The Company shall respond according to the following level identification:

LEVEL IDENTICIATION

Level Identification	Response
1st Level Response	Acknowledge receipt of Defect report.
2nd Level Response	Provision of patch, work around, temporary fix, or other temporary resolution of the Defect and documentation of corrections.
3rd Level Response	Official object code fix incorporated in the Upgrade of the Licensed Product or a code based work around (supported by maintenance) and reflected in the updated Documentation.
Severity Level 1 Error	Within the response time, the Company agrees to assign sufficient support personnel on a 16-hour per day basis to work on the Defect.
Severity Level 2 Error	Within the response time, the Company agrees to assign sufficient support personnel on an eight-hour per day basis to work on the Defect.
To be scheduled	Company should, combined with the City, address the Defect at the next scheduled project review meeting and in good faith agree on a suitable 2nd Level Response period.

As Appropriate	The Company and City will respond to Defect at the project review meetings.

(vii) The City should supply the Company with reproducible errors in order for the Response Schedule to apply. The manner in which the City reasonably presents to the Company the method or means to reproduce such a reported error shall be determined by the City. For non-reproducible errors, the Company will use reasonable efforts to investigate the error, but will not be bound by the above Licensed Product(s) Response Schedule. The City agrees to furnish the Company with all information and materials requested by the Company that are available and reasonably required for use in replicating, diagnosing and correcting a Licensed Product's problem reported by the City.

(viii) The Company will provide on-site support upon request from the City when 2nd Level Response times have been exceeded.

(d) *Updates.* The Company shall provide commercially available Updates to the Licensed Product(s) if and as required to cause it to operate under New Versions or New Releases of the City's operation system(s) as long as such Updates are technically feasible. In the event the City identifies a problem with a Licensed Product and the Company has corrected said problem in a later release of a Licensed Product, City agrees to install the newer release as a resolution to said problem, rather than asking the Company to retrofit the "fix" to an older release of the Licensed Product. The Company shall make available to the City any Updates that include equivalent or derivative version(s) of Licensed Product(s) if the Company develops and markets equivalent or derivative software products.

(e) *Alternative Support and Maintenance Program Levels.* In the event the Company generally offers alternative Support and Maintenance Program levels for Licensed Product(s) subject to this Contract, the City may, at no conversion charge, convert to an alternative Support and Maintenance Program level, at the City's option. The Company shall notify the City that alternative Support and Maintenance Program levels are available within 90 days of such new alternative. Any credit accruing to the City as a result of converting to an alternate Support and Maintenance Program plan will be applied against future payments due and owing for Support and Maintenance Program.

(i) *Version for another Operating System.* In the event the Company makes commercially available a version of the Licensed Product(s) that operates under an operating system different than the one originally purchased by the City, the City will have the right at any time to obtain a copy of such version on a 90 day trial basis. At the end of the trial period, the City may;

(i) retain and continue to use the Version of the Licensed Product licensed hereunder and return the trial Version to the Company, or

(ii) retain and use the trial Version in the same manner and to the same extent as the Version originally licensed hereunder, at no additional charge, provided the City returns the originally licensed Version to the Company, or

(iii) retain and use both Versions of the Licensed Product, provided the City pays the Company the applicable License Fee for the for the trial Version of the Licensed Product.

(f) *Other Software.* The Company will not be obligated to provide Support and Maintenance Program for any software other than the Licensed Product(s) delivered to the City. The Company will have no obligation to provide Support and Maintenance Program for Licensed Product(s) that have been customized for the City by any party other than the Company unless the City has obtained prior written acknowledgment form the Company of such modification. Notwithstanding the foregoing, Defect corrections will be provided for modified Licensed Product(s) in the event that the reported error is reproducible in the unmodified Version. In such event, the Company shall correct the Defect(s) in the unmodified Version and the City shall be responsible for the integration of the Defect correction(s) into the modified Version.

(g) *Suspension of Support and Maintenance Program Fees.* All Support and Maintenance Program fees shall be suspended if a nonconformance with applicable Specifications in a Licensed Product causes a delay of more than 30 days in the City's ability to use the Licensed Product in accordance with the Specifications or User Documentation. If the Support and Maintenance Program fees are paid in advance, then any period of suspension shall be result in an extension of the then applicable Support and Maintenance Program period, thereby extending the term thereof.

(h) *Non-Conformance to Representations and Warranties.* If the Licensed Product does not conform to the representations and warranties made by the Company in this Contract, or is otherwise defective, the Company shall

correct the errors or nonconformities within ten days of notice from the City. If the Company does not remedy any and all Defects in a Licensed Product within such period, the City may elect to terminate this Contract as to such Licensed Product and any other Licensed Products dependent thereon, and the City will be entitled to return of the License Fees for all such Licensed Product(s). Upon return of the License Fee, the City shall return or destroy the Licensed Product(s) and this Contract will terminate as to such Licensed Product(s).

(i) *No Suspension of Support and Maintenance Program.* The City will hereafter upon its request, be absolutely entitled to receive Support and Maintenance Program from the Company, and Company shall hereafter be obligated to provide such Support and Maintenance Program until this Contract is terminated pursuant to Paragraph E-3 (Termination for Convenience) and/or E-4 (Termination for Cause) and/or until the dispute resolution procedure in Paragraph E-1 (Disputes) has been completed, notwithstanding any failure or alleged failure of the City to make payments due for Support and Maintenance Program, or any breach or claimed breach by the City of any of its obligations under this Contract

EXHIBIT D
DELIVERABLE ACCEPTANCE DOCUMENT

Milestone/Deliverable:_____

Project Name:	Project Number:	Prepared by:	Date:
Dept/Division:	**Contact Name:**	**Sponsor:**	**Project Phase:**

The Deliverable Acceptance Document is the approval document of record for the approval authorities of the project.

☐ **DELIVERABLE APPROVED**

- Sign deliverable acceptance document
- Minor revisions required to the deliverable

Minor revisions	

☐ **DELIVERABLE NEEDS SIGNIFICANT REWORK AND ACCEPTANCE TO BE RESUBMITTED**

- Resubmit for approval
- Major rework required to the deliverable

Major Rework	

☐ **DELIVERABLE ACCEPTANCE NOT APPROVED**

- Documents archived for future use and review

City Designated Authority	**Signature and Date**
Contractor Designated Authority	**Signature and Date**
Project Manager/Coordinator	**Signature and Date**
Enterprise Program Manager	**Signature and Date**

EXHIBIT E

PRICING GUARANTEE



January 13, 2009

Ms. Diane Santiago Cormier
Enterprise Project Manager
City of Las Vegas

Dear Ms. Santiago Cormier:

As a potential Avolve Software client, I want to verify that, ProjectDox is sold to all government agencies at one low, standard government price. The government pricing is a significant discount from the commercial standard rate and has it own price list. Government pricing is the lowest available rate and Avolve Software does not discount ProjectDox software or professional services daily rate below the published government pricing. All government agencies receive the same government rate at all times and therefore we have no need to extend pricing from one jurisdiction to another, as they all receive the same rate based on the current government ProjectDox price list for the items that are procured.

Should you have questions concerning ProjectDox pricing or if you are interested in our deferred payment program which allows you to procure ProjectDox today and not make the first payment for up to ten months please contact Wendy Kotkosky, Director of Sales at 714-377-9077. If you have any questions for me directly, please feel free to contact me at the number below.

We appreciate you considering Avolve Software and our ProjectDox electronic plan review solution and look forward serving you.

Best Regards,

Ronald Loback
President & CEO
Avolve Software
4835 E Cactus Rd, Suite 420
Scottsdale, AZ 85254-3546
602.903-3111

Exhibit F
Project Change Request Form

Project Change Request (PCR) Form

PCR# _____ Project Name:_____

Change Request Initiation: Initiator: _____ Phone #: _____
Application: _____ Module: _____ _____

Change Type: __ New Requirement __ Requirement Change __ Design Change __ Other

Reason: __Legal __Business __Performance Tuning __Defect

Priority: __Emergency __Urgent __Routine **Date Required:**

Change Description: *(Detail functional and/or technical information. Use attachment if necessary.)*

Attachments: Yes/No

Reason for Change:

Submitted By: (print name/title)	Signature:	Date: __/__/__
Estimated Person Days/Hrs:	Estimated Cost Impact:	Schedule Impact:
Estimates Provided By: (print name/title)	Signature:	Date: __/__/__

To Be Completed by Project Manager/Contract Specialist

Project Team Review Date: _____ Modification Issued: Date_____ C/S Signature: _____Referred to: _____ Date: __/__/__
Approvals: Change Approved:___ Not Approved:___ Hold (Future Enhancement):___

Signature _____ Date: __/__/__

Comments: (Must be completed if change not approved or held.)

Status Updates: _____ _____ _____ _____ _____
Change Completion Date: _____
Actual Schedule Impact: _____
Actual Cost Impact: _____

INSTRUCTIONS FOR COMPLETING AND PROCESSING THE PCR FORM

This form will be used to request changes to a Project's development/implementation. The form is appropriate for all stages in the Project Plan. All change requests will be evaluated and will require approvals. A Project Change Request (PCR) shall contain only one change item. A separate PCR shall be completed for each requested change. The form is a tool for initiating, evaluating, and tracking project change control requests. Approval of a PCR is preliminary in nature. Final approval, evidenced by a contract modification issued by Purchasing and Contracts is required prior to proceeding with work identified in the PCR.

The form may be submitted by either the Vendor or City personnel to the City's designated Project Manager. The Project Manager will review the form for completeness and ensure that time-lines and cost estimates are completed by the appropriate party. All requests will be reviewed by the Project Team at their regularly scheduled meetings, unless the urgency of the request necessitates an emergency meeting of the Project Team or immediate referral to another group. The Project Team may refer any request to another group for advise or additional information. The Project Manager will sign the form when a preliminary determination on the request is made. All stages of review will be documented. After the Contract Modification has been executed, the Project Manager will complete the remaining section to track actual results.

(Initiators/Submitters: Complete the Shaded Areas)

FIELD	DEFINITION
PCR #:	A sequential number beginning with project identifier letters (e.g., DSC001). The **numbers will be assigned and controlled** by the City's designated Project Manager or designee, and tracked by project. Initiators will be notified as to the specific PCR numbers assigned.
CHANGE REQUEST INITIATION:	Information about the initiator of the change request, and the impacts of the change.
Originator:	Name of person initiating the PCR.
Phone #:	Phone number of originator.
Date Submitted:	Date PCR submitted to PM.
Application:	List full name of software application system and acronym.
Module:	List full name of module/Interface/component/service to be changed.
CHANGE TYPE:	Type of change being requested. Place an "X" in the appropriate area. Specify other.
New Requirement:	Requirement was not identified in original specifications. **NOTE:** A determination that the requested change is within the scope of the original contract must be made by Purchasing and Contracts, prior to further consideration.
Requirement Change:	Requirement needs to be altered.
Design Change:	Original design needs to be changed.
Other:	Indicates other than above change types. Specify in the CHANGE DESCRIPTION area.
REASON:	Place an "X" in the appropriate area.
Legal:	Mandated by changes in Federal, State, or local regulations and laws.
Business:	Mandated by City business and policy; (e.g. Failure to perform, Show Cause, Termination Action, Disputes, Funding change greater than +/- 10%.
Performance:	Change(s) required to improve application usability (e.g., improved screen layout,conversions), or platform/operating software performance.
Defect:	A problem with a system/application that requires a change (e.g., program error).
PRIORITY:	Ranking to identify action or response to a PCR. Place an "X" in the appropriate area.
Emergency:	A change in operational characteristics that, if not accomplished without delay, will impact system operability.
Urgent:	A change that, if not accomplished promptly (e.g., prior to the next production cycle), will impact system effectiveness.
Routine:	A change that can be planned, scheduled, and prioritized.

Date Required: The date the change is needed.

CHANGE DESCRIPTION: Detailed functional and/or technical information about the change. Use an attachment necessary, to provide adequate detail or supporting documentation (e.g., statement of new requirement).

ATTACHMENTS: If attachments are included, circle "Yes," if not, circle "No."

REASON FOR CHANGE: Prepare a brief justification identifying the basis for initiating the PCR and the expected benefits. Use this area of the form if sufficient space is available; otherwise, use an attachment. Assist the appropriate personnel in ranking priorities.

SUBMITTED BY: Print name and title of the individual authorized to submit this form. The level of authority is identified in the Project Charter. Sign and date the form prior to submittal to the City's Project Manager. In some cases, the Submitter will need to refer the form to someone on their team to complete timelines and cost information in the following section.

Time estimates, schedule impact and cost impacts are to be completed by the individual best qualified to complete this section. For example, the vendor will provide this information when delays in Project are incurred as a result of a delay by the Vendor. The City's Project Manager or designated technical expert may complete this section when the delay is caused by an action of the City.

TIME ESTIMATES: Indicate impact change request will have on the project schedule by completing the appropriate information.

The City's Project Manager and/or Contracts Specialist complete the remainder of this form and act as the Project Team's representative in documenting the action taken by the Project Team.

Project Team Date: Enter the date the request was reviewed by the Project Team. Enter Not Applicable if the request **Review Date** is forwarded to another group and provide reason for referral in Comments section. Enter date request is forwarded.

Referred To: Enter the group or committee the request is forwarded to and the date it was forwarded.

Approvals: Enter the date a preliminary decision was made on the request. Explain requests not approved or held in abeyance in comments section.

Signature: The City's Project Manager signs and dates the form when the preliminary approval process is completed. The Contracts Specialist signs and dates the form when the modification is issued.

Comments: Use this section to document referrals made, reasons why requests are not approved or held in abeyance, refer to meeting date minutes where the item was discussed or any significant developments which need to be recorded. **Note:** The information located in the Comments is for quick reference only and does not replace documentation and justifications required by this process.

Status Updates: Enter dates when follow-up action is to be taken by the Project Manager or Contracts Specialist. Examples include follow-up dates after referrals, follow-up dates after completion, etc.

Change Completion Date: Enter the date approved change was completed.

Actual Schedule Impact: Enter the amount of time project plan was impacted by change.

Actual Cost Impact: Enter the actual cost impact as a result of the change.

Exhibit G Preliminary Project Plan

ID	Task Name	Duration	% Complete	Start	Finish	Predec	Resource Names
0	**Project Dox Preliminary Project Plan**	**291.13 days**	**0%**	**9/27/10**	**11/21/11**		
1							
2	**Kick Off Meeting**	**9.63 days**	**0%**	**9/27/10**	**10/8/10**		
3	Review scope and expectations for project	1 hr	0%	9/27/10	9/27/10		
4	Review implementation methodology	1 hr	0%	9/27/10	9/27/10		
5	Equipment and Configuration Checklist	1 hr	0%	9/27/10	9/27/10		
6	Security Requirements	1 hr	0%	9/27/10	9/27/10		
7	Discovery Planning & Development	2.5 days	0%	9/27/10	9/29/10	6	
8	Discovery Public Works	2.5 days	0%	9/30/10	10/4/10	7FS+0	
9	Discovery Building & Safety	2 days	0%	10/4/10	10/6/10	8	
10	Discovery Fire Prevention	0.5 days	0%	10/6/10	10/6/10	9FS-0.	
11	Discovery Export from Hansen and GIS	0.5 days	0%	10/7/10	10/7/10	10FS+	
12	Discovery Customer and Internet	0.5 days	0%	10/7/10	10/8/10	11	
13	Discovery City Clerk & Sire Interface	0.5 days	0%	10/8/10	10/8/10	11FS+	
14	Wrap up and identification of tasks	0.5 days	0%	10/8/10	10/8/10	13FS-(	
15	Order Equipment	30 days	0%	9/27/10	11/8/10	5	
16	**Requirements Document**	**13 days**	**0%**	**11/8/10**	**11/29/10**		
17	Draft requirements	4 days	0%	11/8/10	11/12/10	15	
18	Team Review	5 days	0%	11/12/10	11/19/10	17	
19	Revisions	2 days	0%	11/19/10	11/23/10	18	
20	Final Document Review	2 days	0%	11/23/10	11/29/10	19	
21	Acceptance of Requirements	0 days	0%	11/29/10	11/29/10	20	
22	Updated Project Plan	0 days	0%	12/1/10	12/1/10	21FS+	
23	**Server and Software Installation**	**21 days**	**0%**	**12/6/10**	**1/13/11**		
24	**Installation and configuration of Test**	**21 days**	**0%**	**12/6/10**	**1/13/11**		
25	Confirm configuration setup	1 day	0%	12/6/10	12/7/10	21FS+	
26	Software installation	3 days	0%	12/7/10	12/10/10	25	
27	Installation Documentation	1 day	0%	12/7/10	12/8/10	25	
28	Validation Testing	3 days	0%	12/10/10	12/15/10	26	
29	Install Configuration for Process 1	1 day	0%	1/12/11	1/13/11	42	
30	Acceptance of Test Installation	0 days	0%	1/13/11	1/13/11	29	
31	Desktop Configuration	50 days	0%	11/8/10	1/26/11		
32	Configure & install Planning monitors	10 days	0%	11/8/10	11/22/10	15	
33	Configure & install Public Works monitors	10 days	0%	11/22/10	12/8/10	32	
34	Configure & install Building & Safety monitors	10 days	0%	12/8/10	12/22/10	33	
35	Configure & install Fire Prevention monitors	10 days	0%	12/22/10	1/14/11	34	

Page 1

ID	Task Name	Duration	% Complete	Start	Finish	Predec	Resource Names
36	Configure & install meeting room/express room mo	10 days	0%	1/14/11	1/28/11	35	
37	**Configuration and Development Process 1**	**74 days**	**0%**	**11/29/10**	**3/22/11**		
38	**Development**	**25 days**	**0%**	**11/29/10**	**1/12/11**		
39	Workflow Configuration	25 days	0%	11/29/10	1/12/11	21	
40	Forms and Custom Form Development	25 days	0%	11/29/10	1/12/11	21	
41	Forms and Knowledge Views	25 days	0%	11/29/10	1/12/11	21	
42	Preliminary Process Flow Charts	25 days	0%	11/29/10	1/12/11	21	
43	**Training Testers and Trainer**	**4 days**	**0%**	**1/12/11**	**1/18/11**		
44	Tester training	2 days	0%	1/12/11	1/14/11	42	
45	Train the Trainer	2 days	0%	1/14/11	1/18/11	44	
46	**End User Testing**	**35 days**	**0%**	**1/18/11**	**3/8/11**		
47	Test Workflow configuration	5 days	0%	1/18/11	1/26/11	45	
48	Test Forms and Custom Forms	5 days	0%	1/25/11	2/1/11	47	
49	Test Forms and Knowledge Views	5 days	0%	2/1/11	2/8/11	48	
50	Test Process Flow Charts	5 days	0%	2/8/11	2/15/11	49	
51	Debug	5 days	0%	2/15/11	2/22/11	50	
52	Retesting	10 days	0%	2/22/11	3/8/11	51	
53	Policies and Procedures Development	10 days	0%	3/8/11	3/22/11	52	
54	**Interfaces**	**35 days**	**0%**	**3/8/11**	**4/26/11**	**11**	
55	Database Triggers from Hansen export	7 days	0%	3/8/11	3/17/11	52	
56	Database Triggers for SIRE export	7 days	0%	3/17/11	3/28/11	55	
57	Installation	1 day	0%	3/28/11	3/29/11	56	
58	End User Testing	10 days	0%	3/29/11	4/12/11	57	
59	Debugging	5 days	0%	4/12/11	4/19/11	58	
60	Retesting	5 days	0%	4/19/11	4/26/11	59	
61	Accept configuration and development	0 days	0%	4/26/11	4/26/11	60	
62	**Technical training**	**8 days**	**0%**	**4/26/11**	**5/6/11**	**61**	
63	System Administrator Training	1 day	0%	4/26/11	4/27/11	59	
64	Project Administrator Training	2 days	0%	4/27/11	4/29/11	63	
65	Technical Workflows development training	5 days	0%	4/29/11	5/6/11	64	
66	**Deploy to Production**	**26 days**	**0%**	**5/6/11**	**6/13/11**		
67	Retesting of Process 1 and exports	10 days	0%	5/6/11	5/20/11	62	
68	Acceptance of Interfaces	0 days	0%	5/20/11	5/20/11	67	
69	Accept Process Flow Charts	0 days	0%	5/20/11	5/20/11	67	
70	Accept Configuration/Design documentation	0 days	0%	5/20/11	5/20/11	67	
71	Accept Forms and Custom Forms	0 days	0%	5/20/11	5/20/11	67	

ID	Task Name	Duration	% Complete	Start	Finish	Predec	Resource Names
72	Accept Forms and Knowledge Views	0 days	0%	5/20/11	5/20/11	67	
73	Accept Policies and Procedures Guides	0 days	0%	5/20/11	5/20/11	67	
74	Accept Responsibility Matrix	0 days	0%	5/20/11	5/20/11	67	
75	Accept Production Migration Plan	0 days	0%	5/20/11	5/20/11	67	
76	Acceptance of Policies and Procedures	0 days	0%	5/20/11	5/20/11	67	
77	Acceptance of Training Documents	0 days	0%	5/20/11	5/20/11	67	
78	Acceptance of Process 1	0 days	0%	5/20/11	5/20/11	67	
79	Test to Production Migration Plan	3 days	0%	5/20/11	5/25/11	78	
80	Train end users	11 days	0%	5/20/11	6/6/11	67	
81	Train Customers	1 day	0%	6/6/11	6/7/11	80	
82	Go Live	0 days	0%	6/6/11	6/6/11	80	
83	Post Production Support	5 days	0%	6/6/11	6/13/11	82	
84	**Configuration and Development Process 2**	**70 days**	**0%**	**6/13/11**	**9/19/11**		
85	**Development**	**20 days**	**0%**	**6/13/11**	**7/11/11**		
86	Workflow Configuration	20 days	0%	6/13/11	7/11/11	83	
87	Forms and Custom Form Development	20 days	0%	6/13/11	7/11/11	83	
88	Forms and Knowledge Views	20 days	0%	6/13/11	7/11/11	83	
89	Preliminary Process Flow Charts	20 days	0%	6/13/11	7/11/11	83	
90	**End User Testing**	**35 days**	**0%**	**7/11/11**	**8/29/11**		
91	Test Workflow configuration	5 days	0%	7/11/11	7/18/11	89	
92	Test Forms and Custom Forms	5 days	0%	7/18/11	7/25/11	91	
93	Test Forms and Knowledge Views	5 days	0%	7/25/11	8/1/11	92	
94	Test Process Flow Charts	5 days	0%	8/1/11	8/8/11	93	
95	Debug	5 days	0%	8/8/11	8/15/11	94	
96	Retesting	10 days	0%	8/15/11	8/29/11	95	
97	**Deploy to Production**	**25 days**	**0%**	**8/15/11**	**9/19/11**		
98	Policies and Procedures Development	10 days	0%	8/15/11	8/29/11	95	
99	Accept Process Flow Charts	0 days	0%	8/29/11	8/29/11	98	
100	Accept Configuration/Design documentation	0 days	0%	8/29/11	8/29/11	98	
101	Accept Forms and Custom Forms	0 days	0%	8/29/11	8/29/11	98	
102	Accept Forms and Knowledge Views	0 days	0%	8/29/11	8/29/11	98	
103	Accept Policies and Procedures Guides	0 days	0%	8/29/11	8/29/11	98	
104	Accept Responsibility Matrix	0 days	0%	8/29/11	8/29/11	98	
105	Accept Production Migration Plan	0 days	0%	8/29/11	8/29/11	98	
106	Acceptance of Policies and Procedures	0 days	0%	8/29/11	8/29/11	98	
107	Acceptance of Training Documents	0 days	0%	8/29/11	8/29/11	98	

Page 3

ID	Task Name	Duration	% Complete	Start	Finish	Predec	Resource Names
108	Acceptance of Process 2	0 days	0%	8/29/11	8/29/11	98	
109	Train end users	10 days	0%	8/29/11	9/12/11	98	
110	Train Customers	1 day	0%	9/12/11	9/13/11	109	
111	Migrate to Production	1 day	0%	8/29/11	8/30/11	108	
112	Go Live	0 days	0%	9/12/11	9/12/11	109	
113	Post Production Support	5 days	0%	9/12/11	9/19/11	112	
114							
115	**Configuration and Development Process 3**	**60 days**	**0%**	**8/29/11**	**11/21/11**		
116	**Development**	**20 days**	**0%**	**8/29/11**	**9/26/11**		
117	Workflow Configuration	20 days	0%	8/29/11	9/26/11	108	
118	Forms and Custom Form Development	20 days	0%	8/29/11	9/26/11	108	
119	Forms and Knowledge Views	20 days	0%	8/29/11	9/26/11	108	
120	Preliminary Process Flow Charts	20 days	0%	8/29/11	9/26/11	108	
121	**End User Testing**	**35 days**	**0%**	**9/26/11**	**11/14/11**		
122	Test Workflow configuration	5 days	0%	9/26/11	10/3/11	120	
123	Test Forms and Custom Forms	5 days	0%	10/3/11	10/10/11	122	
124	Test Forms and Knowledge Views	5 days	0%	10/10/11	10/17/11	123	
125	Test Process Flow Charts	5 days	0%	10/17/11	10/24/11	124	
126	Debug	5 days	0%	10/24/11	10/31/11	125	
127	Retesting	10 days	0%	10/31/11	11/14/11	126	
128	**Deploy to Production**	**15 days**	**0%**	**10/31/11**	**11/21/11**		
129	Policies and Procedures Development	5 days	0%	10/31/11	11/7/11	126	
130	Accept Process Flow Charts	0 days	0%	11/7/11	11/7/11	129	
131	Accept Configuration/Design documentation	0 days	0%	11/7/11	11/7/11	129	
132	Accept Forms and Custom Forms	0 days	0%	11/7/11	11/7/11	129	
133	Accept Forms and Knowledge Views	0 days	0%	11/7/11	11/7/11	129	
134	Accept Policies and Procedures Guides	0 days	0%	11/7/11	11/7/11	129	
135	Accept Responsibility Matrix	0 days	0%	11/7/11	11/7/11	129	
136	Accept Production Migration Plan	0 days	0%	11/7/11	11/7/11	129	
137	Acceptance of Policies and Procedures	0 days	0%	11/7/11	11/7/11	129	
138	Acceptance of Training Documents	0 days	0%	11/7/11	11/7/11	129	
139	Acceptance of Process 3	0 days	0%	11/7/11	11/7/11	129	
140	Train end users	5 days	0%	11/7/11	11/14/11	129	
141	Train Customers	1 day	0%	11/14/11	11/15/11	140	
142	Migrate to Production	1 day	0%	11/7/11	11/8/11	139	
143	Go Live	0 days	0%	11/14/11	11/14/11	140	

Page 4

ID	Task Name	Duration	% Complete	Start	Finish	Predec	Resource Names
144	Post Production Support	5 days	0%	11/14/11	11/21/11	143	

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 Avolve Software Corp.
Address 4835 East Cactus Rd. Ste 420, Scottsdale, AZ 85254
Telephone **602-903-3174**
EIN or DUNS **26-4081788**

Block 2 **Description**
Subject Matter of Contract/Agreement

ProjectDox Software and Services

Contract No.

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.	Gary Heath, Chairman	4835 East Cactus Road, Ste 445, Scottsdale, AZ 85254	602-971-6061
2.	Carl Strain, Secretary	4835 East Cactus Road, Ste 445, Scottsdale, AZ 85254	602-971-6061
3.	Ronald Loback, President - CEO	4835 East Cactus Road, Ste 445, Scottsdale, AZ 85254	602-903-3111
4.	Duane Green, Founder	4835 East Cactus Road, Ste 445, Scottsdale, AZ 85254	602-903-3096
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 **DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE**

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

7/30/2010
Date

Subscribed and sworn to before me this 30 day of

July, 2010

Notary Public

AMANDA HEIPLE
Notary Public, State of Arizona
Pinal County
My Commission Expires
August 18, 2012

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
Approval of award of Modification No. 1 to Contract No. 100030-CW, Task Order Contract for Information Technologies Consulting - Department of Information Technologies - Award recommended to: ALPHACORP DBA SIRE TECHNOLOGIES ($70,000 – Computer Services Internal Service Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $70,000
Funding Source: Information Technologies ISF
Dept./Division: Information Technologies

PURPOSE/BACKGROUND:
On September 4, 2009 a task order contract for information technology consulting services for the enterprise records management initiatives project was approved for an annual amount of $25,000. This modification will increase this amount by $70,000 for an annual amount of $95,000. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: C. White
POC: Kris Painter - (801) 229-1290

RECOMMENDATION:
That City Council approve Modification No. 1 to Contract No. 100030-CW, Task Order Contract for Information Technologies Consulting to Alphacorp dba SIRE Technologies in the amount of $70,000, increasing the annual amount to $95,000. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Modification No. 1 to Contract No. 100030
2. Certificate - Disclosure of Ownership/Principals

CONTRACT MODIFICATION No. 1
TASK ORDER CONTRACT

ALPHACORP DBA SIRE TECHNOLOGIES

THIS MODIFICATION is being entered into this _____ day of _____, 2010, by and between CITY OF LAS VEGAS (hereinafter "City"), a municipal corporation of the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and ALPHACORP dba SIRE TECHNOLOGIES (hereinafter "Company") having its principal office at 3676 West California Avenue, Suite B100, Salt Lake City, Utah 84104.

The purpose of this Modification is to modify the Contract Value and Insurance paragraphs.

The Contract between the City and the Company dated September 4, 2009 for the performance of information technology consulting services for the Enterprise Records Management Initiatives' Project is hereby modified as follows:

1. **B-4 Contract Value.** Modify aggregate amount to add Seventy Thousand ($70,000) providing for up to Ninety-Five Thousand annually.

DELETE: B-4 Contract Value in its entirety.

REPLACE WITH:

B-4 Contract Value

The aggregate amount of the Task Orders issued by City under this Contract shall not exceed Ninety-five Thousand ($95,000) per year. The City is not obligated to issue any Task Order nor is the Company entitled to any claim for compensation per paragraph B-3 "Price/Costs," until a Task Order is issued by the City.

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

DELETE: E-5 Insurance in its entirety.

REPLACE WITH:

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

(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. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

(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 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) 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.

3. General. In the event of any conflict between the Contract, previously modified and this modification, the provisions of Modification No. 1 take precedence. All other contract terms and conditions remain unchanged.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Modification No. 1 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 6-10-10
Deputy City Attorney Date

ALPHACORP DBA SIRE TECHNOLOGIES

JAMES PAINTER, President

"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

Alphacorp / Sire Technologies Inc.
Name

9211 W 2300 S, West Valley, Ut, 84119
Address

801-977-8608
Telephone

EIN or DUNS

Block 2 Description

Subject Matter of Contract/Agreement; Task Order Contract for IT Consulting

Contract No. : 100030-CW

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.	James Kris Painter/President	2211 W 2300 S, West Valley, Ut	801-977-8608
2.	Michael J Painter/CFO	2211 W 2300 S, West Valley, Ut	801-977-8608
3.	James N. Painter/CEO	2211 W 2300 S, West Valley, Ut	801-977-8608
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: ___.

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 K Painter
Name

8-19-10
Date

Subscribed and sworn to before me this 18th day of August, 2010

Notary Public

BEVERLY K. BRIDGES
Notary Public State of Nevada
No. 93-4081-1
My appt. exp. July 25, 2013

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:

Approval of award of Contract No. 110002-PH, Fremont East Promotional Activities - Office of Business Development - Award recommended to: FREMONT EAST DOWNTOWN ENTERTAINMENT DISTRICT OWNERS CORPORATION ($80,473 - City of Las Vegas Special Improvement District Administration Special Revenue Fund) - Ward 5 (Barlow)

Fiscal Impact

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

Amount: $80,473
Funding Source: City of Las Vegas Special Improvement District Administration SRF
Dept./Division: Office of Business Development

PURPOSE/BACKGROUND:

This contract will allow the Fremont East Downtown Entertainment District Owners Corporation to access the Fremont East District's special assessment funding to provide marketing and promotional services in support of the district. The contract allows for quarterly payments for one year. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: P. Hoffman
POC: Mike Nolan - (702) 385-5200

RECOMMENDATION:

That City Council approve award of Contract No. 110002-PH, Fremont East Promotional Activities to Fremont East Downtown Entertainment District Owners Corporation in the amount of $80,473. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Contract No. 110002-PH
2. Certificate - Disclosure of Ownership/Principals

FREMONT EAST PROMOTIONAL ACTIVITIES

THIS CONTRACT 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 FREMONT EAST DOWNTOWN ENTERTAINMENT DISTRICT OWNERS CORPORATION (hereinafter the "Company"), a non-profit corporation having its principal office located at 107 Sixth Street, 3rd Floor, Las Vegas, Nevada 89101.

SECTION A – Contract Form

The subject matter of this Contract is the provision of professional services to promote and market the Fremont East Downtown Entertainment District.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Award Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

(b) *"City Council"* means the governing body of the City of Las Vegas.

(c) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(d) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(e) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City and the Company.

(f) *"Deliverable"* means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of this Contract.

(g) *"Non-exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

(h) "*Project Manager"* means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

B-2 Contract Type

The Contract type is Firm Fixed Price. This is a Non-Exclusive Contract.

B-3 Prices/Costs

Payment Schedule. The Company will invoice the City quarterly, in accordance with the payment schedule attached as Attachment 1. Invoices should be submitted at least 30 days before the payable date shown in Attachment 1.

B-4 Invoices

(a) The Company shall submit Request for Disbursement to the City in accordance with the payment schedule set forth in Attachment 1. All requests shall identify the following items:
   (i) the date of the request;
   (ii) performance dates covered;
   (iii) the associated purchase order number;
   (iv) the Expense Report;

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

Department of Finance and Business Services
ATTN: Accounts Payable

City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101 – 2986

(b) A representative of the Company shall sign and certify the invoice in the following manner: "I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from the City of Las Vegas nor any other source."

(c) The Company shall forward a copy of the original invoice along with all backup documentation to the City's Project Manager identified in Paragraph D-2 (Project Manager/Company Representative).

B-5 Performance Period/Delivery Schedule

The performance period commences from Award Date and continues through June 30, 2011. The City and the Company may extend the performance period thereafter through mutual written agreement in accordance with Paragraph E-14, Modification/Amendment.

SECTION C – Statement of Work

C-1 Scope of Services

The Company shall conduct marketing and advertising services to promote the Fremont East Downtown Entertainment District. The Company shall conduct promotional and public events to attract visitors to the District, and to promote economic development within the District, including the recruitment and retention of retail business. The Company shall provide for administrative staff and fees to conduct these activities as necessary.

C-2 Deliverables

The Company shall submit an Expense Report quarterly detailing associated expenditures for the previous quarter for the following items: (a) Marketing/Advertising, (b) Promotional Events, (c) Contract Staff, and (d) Administrative Staff. Expense Reports will be written in such a way, and will include substantiating documentation, so as to show that all money paid under this Contract is being spent to promote tourism and business in the District. Substantiating documents may include invoices, actual print advertisements, event programs, or payroll receipts. The Expense Report shall be submitted no later than 15 calendar days following the end of each quarter.

SECTION D – Special Clauses

D-1 Legal Notice [R]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

(i) received by the party to whom it is directed by hand delivery or personal service, or
(ii) transmitted by facsimile with confirmation of transmission, or
(iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:	City of Las Vegas Manager, Purchasing and Contracts City Hall, First Floor 400 Stewart Avenue Las Vegas, Nevada 89101-2986 Fax: (702) 384-9964
FOR THE COMPANY:	Fremont East Downtown Entertainment District Owners Corporation, Mike Nolan, President 107 Sixth Street, 3rd Floor Las Vegas, Nevada 89101 Fax: (702) 474-3604

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For the purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate. Such correspondence can be in the form of email or fax, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

(a) The City designates Lorrie Linnert Dunford, P.E. as the Project Manager for this Contract. The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.

(b) The Company designates Mike Nolan as the Company Representative for this Contract. The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Warranty – Services [CAO-7/24/08]

The Company warrants that services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 Intellectual Property Rights [R]

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City, are exclusively the property of the City.

If any portion of the services provided contain works afforded protection under the Visual Artists Rights Act of 1990 ("VARA"), the Company, and any subcontractors at all tiers, agree to waive, and do hereby voluntarily waive, all rights to attribution and integrity with respect to any and all claims that may arise under VARA, Nevada Revised Statutes Sections 597.720 through 597.760, or any other local, state, federal or international law, 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 services, including, but not limited to, the 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 Company acknowledges that all such decisions concerning any artwork shall be made in the sole discretion of the City. In addition, to the extent such rights may not be waived, the Company, and subcontractors at all tiers, agree not to assert such right against the City, its officers, employees, agents, contractors, licensees, successors or assigns. The Company shall be responsible for obtaining the waiver in writing of all rights to attribution and integrity under VARA, NRS Sections 597.720 through 597.760, and all other applicable federal, state or local law from each subcontractor used in the performance of this Contract.

D-5 Licenses/Registrations [CAO-7/24/08]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-6 Order of Precedence [CAO-7/24/08]

In the event of conflict between the specific language set forth in Sections B through E of this Contract and any Attachment set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

SECTION E – General Clauses

E-1 Disputes [CAO-7/25/08]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and, in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract, and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-7/24/08]

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-7/24/08]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). The City shall give a minimum 30 day notice to the Company. Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of costs for services requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-11/9/09]

(a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:

  (i) Perform the services under Section C, including, if applicable, delivering any required goods, or documentation within the time specified in this Contract or any extension;
  (ii) Make progress, so as to endanger performance of this Contract; or
  (iii) Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.

(c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in a manner the City considers appropriate, services or goods similar to those terminated, and the Company

shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue any work not terminated.

(d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

(g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Paragraph D-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-1 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-5 Insurance: [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. If Company has no employees, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

(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.

(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 issued by an agent authorized by that insurer and 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 ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Company 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 and terminate the Contract if the breach is not remedied, 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 the same insurance requirements specified above, and as required in this paragraph.

(g) The Company is encouraged to purchase any additional insurance 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.

E-6 Indemnification [CAO-7/24/08]

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

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount the City, for its protection, may retain any money due and owing the Company under this Contract until the claim has been resolved.

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

E-7 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver [CAO-7/24/08]

Waiver of any terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-7/24/08]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting or relating to discrimination by reason of race, sex, age, religion or national origin.

E-10 Audit of Records [CAO-8/5/08]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) City, or its designated representative, shall have the right to inspect and audit (including the right to copy/transcribe) books and records of the Company pertaining to performance of this Contract during normal business hours. City will provide prior written notice to the Company of audit and inspection. If books and records are not located in Clark County, the Company agrees to deliver them to the City, or to an address designated by the City in Clark County. In lieu of delivery, Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit books and records at the Company's office. If the books and records provided to the City are incomplete, Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for additional costs associated therewith including, without limitation, having to revisit the Company's office. Company's failure to remedy the deficiency shall constitute a material breach of this Contract. City shall be entitled to its costs and reasonable attorney fees in enforcing provisions of this Paragraph

(c) If at any time during the term of this Contract or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any provision of this Contract void, shall in no way affect the validity or enforceability of any other

provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of the Contract shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-15 Entire Agreement, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Conflict of Interest (City Officials) [CAO-7/24/08]

(a) An official of the City who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

E-17 Public Records [CAO-7/24/08]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

E-18 Confidentiality – City Information [CAO-7/24/08]

(a) All information including, but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed, to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same

directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process. But in such event the Company shall notify the City and the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-20 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities in whatever amount necessary without prejudice or liability to the City if funding is not available, or if legal restrictions are placed on the expenditure of monies for the services required under this Contract.

E-21 Changes – Fixed-Price Services [CAO-7/24/08]

(a) The City may at any time, by written order, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed.
(ii) Time of performance (i.e., hours of the day, days of the week, etc.).
(iii) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

(f) The Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment. Failure to provide adequate documentation within a reasonable time after a request from the City will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-22 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.

SECTION F – List of Attachments

Identifier	Title/Text Reference	Date	Pages
Attachment 1	Payment Schedule [Paragraph B-3]	08/12/10	1
Attachment 2	Certificate – Disclosure of Ownership		2

IN WITNESS WHEREOF, the parties hereto have caused this Contract 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 8-9-10
Deputy City Attorney Date

FREMONT EAST DOWNTOWN ENTERTAINMENT DISTRICT OWNERS CORPORATION

Mike Nolan

MIKE NOLAN, President

"Company"

Contract No. 110002-PH
Fremont East Promotional Activities
Attachment 1 - Payment Schedule

	Full Term				
MARKETING/ADVERTISING	**$25,473**	**1st QTR.**	**2nd QTR.**	**3rd QTR**	**4t QTR**
Print Media	$18,273	$4,568.25	$4,568.25	$4,568.25	$4,568.25
Electronic Media	$3,600	$900.00	$900.00	$900.00	$900.00
Internet/Web Based	$3,600	$900.00	$900.00	$900.00	$900.00
PROMOTIONAL EVENTS	**$20,000**	**1st QTR.**	**2nd QTR.**	**3rd QTR**	**4t QTR**
Rock the Block	$3,500	$875.00	$875.00	$875.00	$875.00
Farmers Market	$1,500	$375.00	$375.00	$375.00	$375.00
Las Vegas Shakedown	$600	$150.00	$150.00	$150.00	$150.00
Street Closures	$2,400	$600.00	$600.00	$600.00	$600.00
Weekly Events	$6,000	$1,500.00	$1,500.00	$1,500.00	$1,500.00
Monthly Scheduled Events	$6,000	$1,500.00	$1,500.00	$1,500.00	$1,500.00
CONTRACT STAFF/ADMINISTRATIVE	**$35,000**	**1st QTR.**	**2nd QTR.**	**3rd QTR**	**4t QTR**
Contract Staff	$31,100	$7,775.00	$7,775.00	$7,775.00	$7,775.00
Administrative Costs	$3,900	$975.00	$975.00	$975.00	$975.00
TOTAL	**$80,473**	**$20,118**	**$20,118**	**$20,118**	**$20,118**

		Payable Date
First Quarter Payment	$20,118.25	**Sept. 15, 2010**
Second Quarter Payment	$20,118.25	**Oct. 15, 2010**
Third Quarter Payment	$20,118.25	**Jan. 15, 2011**
Fourth Quarter Payment	$20,118.25	**Apr. 15, 2011**

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	Block 2 Description
Fremont East Downtown Entertainment District Owners Corp	Fremont East Promotional Activities
Name Same	
Address 107 North Sixth – Third Floor, LV, NV 89101	
Telephone 702-385-5200	
EIN or DUNS 26-4451826	

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.	Mike Nolan	600 E Fremont / LV NV 89101	702-385-5200
2.	Justen Martinez	1729 Wandering Winds Way LV NV 89128	702-274-3808
3.	Michael Cornthwaite	111 Las Vegas Boulevard S. LV NV 89101	702-880-3696
4.	Frank Elam	1023 Whitney Ranch Henderson NV 89014	702-456-6449
5.	Jonathan Jossell	1 Main Street, LV NV, 89101	702-386-2110
6.	Richard Sturman	114 North Third St., LV NV 89101	702-385-5317
7.	Artemus Ham IV	436 Pinnacle Heights Lane, LV NV, 89144	702-696-1537

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/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.

Michael J Mk
Name

7-30-2010
Date

Subscribed and sworn to before me this 30th day of July, 2009

A. J. Woody

ALAN J. WOODY
Notary Public State of Nevada
No. 94-2347-1
My appt. exp. Sept. 10, 2010

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	Block 2 Description
Fremont East Downtown Entertainment District Owners Corp	Fremont East Promotional Activities
Name Same	
Address 107 North Sixth – Third Floor, LV, NV 89101	
Telephone 702-385-5200	
EIN or DUNS 26-4451826	

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
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The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/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.

Michael J Nolan
Name

7-30-2010
Date

Subscribed and sworn to before me this 30th day of July, 2009

A. J. Woody

ALAN J. WOODY
Notary Public State of Nevada
No. 94-2347-1
My appt. exp. Sept. 10, 2010

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
Approval of award of Contract No. 09.15341.22-DC, Design-Build of the Solar Covered Parking - Bid Lot A, Durango Hills Community Center and Centennial Hills Community Center located at 3521 North Durango Drive and 6601 North Buffalo Drive and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: TWC CONSTRUCTION ($1,196,030.65 - General Capital Projects Fund) - Wards 4 and 6 (Anthony and Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,196,030.65
Funding Source: General CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project consists of constructing photovoltaic panels over steel carports at the Durango Hills and Centennial Hills Community Centers. Funding for this project is being provided by the NV Energy Rebate Program and the City of Las Vegas Green Building Fund.

PCC: D. Collins
POC: Mark Wilmer - (702) 597-3444

RECOMMENDATION:
That City Council approve award of Contract No. 09.15341.22-DC, Design-Build of the Solar Covered Parking - Bid Lot A, Durango Hills Community Center and Centennial Hills Community Center to TWC Construction in the amount of $1,196,030.65 and approve the construction conflicts and contingency reserve of $119,603. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Certificate - Disclosure of Ownership/Principals

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: **September 1, 2010**
DEPARTMENT: **FINANCE AND BUSINESS SERVICES**
ITEM DESCRIPTION: **CONTRACT NO. 09.15341.22-DC, Design-Build of the Solar Covered Parking – Bid Lot A Durango Hills Community Center and Centennial Hills Community Center**

This project consists of constructing photovoltaic panels over a standing seam pre-fabricated steel carport covers for approximately 129 stalls collectively at the Durango Hills Community Center and the Centennial Hills Community Center which will provide approximately 102 kW of renewable energy. This project is anticipated to replace 40% of energy consumption from the grid and will help reduce the City's greenhouse gas emissions to achieve the City's targets established by the Sustainable Energy Strategy. The Project will be a complete photovoltaic installation to include, conduit, wiring, inverters, meter, disconnect switches, panels, data web interface logging and under canopy LED lighting.

TWC Construction, Inc. was selected through a competitive Request for Proposal process pursuant to NRS 338 for Design-Build construction projects.

ATTACHMENT 4
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: TWC Construction, Inc.
Address: 431 Eastgate Road, 3rd Floor, Henderson, NV 89011
Telephone: (702) 597-3444
EIN or DUNS : 011378754

Block 2 Description
Solar Covered Parking - Bid Lot A
East Las Vegas Community Center and All American Park
RFP# 09.15341.22-DC

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.	Andrew M. Lessman, President	430 Parkson Rd., Henderson, NV 89011	(702) 567-3900
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosures 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 of 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.

Notary Public - State of Nevada
County of Clark
KATHRYN L. JOHNSON
My Appointment Expires
No: 03-83840-1 August 15, 2011

Name

6-14-10
Date

Subscribed and sworn to before me this 14th day of June, 2010

Notary Public

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: PLANNING AND DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of the Funding Agreement for the 2010 Historic Preservation Fund (HPF) grant from the United States Department of the Interior and National Park Service, administered by the State Historic Preservation Office (SHPO) in the amount of $30,000.00 (Multi-Purpose Special Revenue Fund) for projects as identified in the attached HPF Funding Agreement.

Fiscal Impact

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

PURPOSE/BACKGROUND:

Approval of annual renewal grant funding for various historic preservation projects to include historic resource survey and inventory of historic neighborhoods and photo and video documentation of the rehabilitation and construction progress at the U.S. Post Office and Courthouse.

RECOMMENDATION:

APPROVAL

BACKUP DOCUMENTATION:

1. Award Letter, dated 05/28/10
2. Funding Agreement and Attachments A-1, A-2, C, D, F, G
3. Revised Budget, submitted to SHPO 06/11/10
4. City of Las Vegas Grant Proposal Application Review Form
5. 2010 Historic Preservation Fund Grant Application

STATE OF NEVADA
DEPARTMENT OF CULTURAL AFFAIRS
State Historic Preservation Office
100 N. Stewart Street
Carson City, Nevada 89701
(775) 684-3448 • Fax (775) 684-3442
www.nvshpo.org

JIM GIBBONS
Governor

MICHAEL E. FISCHER
Department Director

RONALD M. JAMES
State Historic Preservation Officer

July 9, 2010

Courtney Mooney
Urban Design Coordinator
City of Las Vegas
731 S Fourth St.
Las Vegas, NV 89101

Re: 2010 Historic Preservation Fund (HPF) Funding Agreement - Grant #32-10-21935(3)

Dear Ms. Mooney:

Enclosed is the funding agreement between the State Historic Preservation Office (SHPO) and your organization for the above grant. Following is a breakdown of each document.

- **Funding Agreement (FA)**
  This is a legally binding document that outlines your organization's legal obligations regarding the grant. Among the items included are the grant amount, grant termination date, quarterly reporting dates, financial and reimbursement procedures and media responsibilities.

- **HPF FA-Attachment A-1 (Scope of Work)**
  This describes your organization's project and is broken into three parts. Part 1 is a single sentence project description. Part 2 lists the proposed work in an outline format. Part 3 lists SHPO project stipulations. Among them is The Secretary of the Interior's Standards for Archeology and Historic Preservation.

- **HPF FA-Attachment A-2 (Budget)**
  This page contains your organization's itemized budget in a spreadsheet format.

- **HPF FA-Attachment B (Covenants) (Applicable to construction projects only)**
  This describes the Applicants responsibilities toward the continued maintenance and repair of the property for a length of time equivalent to the amount of funding that has been awarded and accepted.

- **HPF FA-Attachment C (Civil Rights)**
  This page asks your organization to certify that "as a condition to receiving any Federal financial assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination."

- **HPF FA-Attachment D (Procurement)**
  This page asks your organization to certify that it is aware of federal policies regarding procurement procedures and contracting with small and minority firms, women's business enterprise, and labor surplus area items.

- **HPF FA-Attachment E (Anti-Kickback) (Applicable to construction projects only)**
  This page asks your organization to conform with provisions of the Copeland Anti-Kickback Act (18 U.S.C. 874). The act provides that each contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in any aspect of the project to give up any part of the compensation to which he is otherwise entitled."

- **HPF FA-Attachment F (Lobbying)**
  This page asks your organization to conform with provisions of 18 U.S.C. 1913 which states that "No part of the money appropriated...will be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress..."

- **HPF FA-Attachment G (Conflict)**
  This page asks your organization to agree and to incorporate specific language regarding "Conflict of Interest" in any contracts supported by this grant.

Upon receipt of the above FA packet, please do the following:

- **Read the Funding Agreement, and all Attachments**
  Please make sure it accurately reflects your project. If you have any questions, comments, or corrections, contact the SHPO as soon as possible. If your organization agrees with the terms of the funding agreement and attachments, please fill out and have the appropriate authorized entity sign each of the forms in the designated areas.

- **Please retain a copy of the funding agreement and attachments for your organization's records. The cover letter is yours to keep for your project file.**

- **Mail the signed funding agreement and attachments to:**

  Rebecca Ossa
  HPF Grant Program
  State Historic Preservation Office
  100 N. Stewart St., 2nd Floor
  Carson City, NV 89701

When the required State officials have signed, our office will send you a copy of the completely signed-off funding agreement for your files.

A copy of the 2010 Project Director and Financial Manager's General Administrative Guidelines will be mailed under separate cover. Please refer to this manual for the duration of your 2010 grant.

As always, our office looks forward to working with you on this project. If you have any questions, please contact me at 775-684-3440 or your project manager at 775-684-3441.

Sincerely,

Rebecca R. Ossa, Arch'l Historian for

Ronald M. James
State Historic Preservation Officer

Enc.

HISTORIC PRESERVATION FUNDING AGREEMENT

This agreement is made and entered into between the State of Nevada, acting by and through its State Historic Preservation Office, hereinafter referred to as "STATE," and (the) **CITY OF LAS VEGAS PLANNING & DEVELOPMENT**, hereinafter referred to as "SUBGRANTEE." This Agreement is entered into pursuant to the authority contained in NRS 383.081 and provisions of the National Historic Preservation Act of 1966 (P.L. 89-665), as amended.

/X/ ATTACHMENT A - Scope of Work/Budget

/ / ATTACHMENT B - Covenant or Letter of Agreement

/X/ ATTACHMENT C - Civil Rights Assurance

/X/ ATTACHMENT D - Assurance of Compliance with Procurement Procedures

/ / ATTACHMENT E - Assurance of Compliance with Anti-Kickback Act of 1964

/X/ ATTACHMENT F - Lobbying with Appropriated Funds

/X/ ATTACHMENT G - Conflict of Interest

WHEREAS, the STATE will administer a United States Department of the Interior historic preservation matching grant-in-aid awarded to the SUBGRANTEE in an amount not to exceed **$30,000.00** to assist in **MULTIPLE HISTORIC PRESERVATION PROJECTS IN LAS VEGAS**. The minimum non-federal share required for this grant is **$20,000.00**.

NOW, THEREFORE, the SUBGRANTEE in undertaking this project agrees to:

1. Duly and faithfully comply with the terms and conditions of this Agreement, all applicable federal and State laws, including OMB Circular A-102 (Uniform Administrative Requirements for Grants to State and Local Governments) and A-133 (Audits of State, Local Governments, and Non-Profit Organizations). State, Local and Indian Tribal Governments shall also comply with 2 CFR 225 (Cost Principles for State, Local, and Indian Tribal Governments). Non Profit

organizations shall comply with 2 CFR 230 (Cost Principles for Nonprofit Organizations). Educational Institutions shall comply with 2 CFR 220 (Cost Principles for Educational Institutions). All subgrantees must also comply with the Historic Preservation Fund Grants Manual, the National Register Programs Manual, The Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation. Additionally, subgrantees are directed to comply with all directives issued by the STATE and the Department of the Interior. The Guidelines, application and reporting forms for the State Historic Preservation Office are hereby incorporated by reference as part of this binding agreement.

2. At all times during regular business hours or at an agreed to time and as often as the STATE requires, permit authorized representatives of the state and federal government full and free access to the project and to the accounts, records, and books of the SUBGRANTEE relative hereto, including the right to make transcripts from such accounts, records, and books. Such accounts, records, and books must be retained for three (3) years after the completion of the project.
3. To the extent authorized by law, the SUBGRANTEE agrees to indemnify and hold the State of Nevada, its agents and employees harmless from any loss, damage, liability, cost or expense to the person or property of another which was caused by the negligence of the SUBGRANTEE, its officers, employees and agents under this agreement.
4. Not use federal money to match grant money offered through this Agreement, unless specifically allowed to do so under special federal enabling legislation.
5. Provide the STATE with progress reports in a format prescribed by the STATE during the term of the grant. Due dates are **OCTOBER 15, 2010, JANUARY 15, 2011, AND APRIL 15, 2011.**

6. Submit reports, including expenditure (financial) and progress (programmatic) quarterly. A final completion report shall be submitted by the SUBGRANTEE in a format prescribed by the STATE within ten (10) days of the completion of the project named herein. Reimbursement requests shall not be processed until such reports are received.

7. Maintain:

   a) An accurate record of all cash and in-kind expenditures related to the project. Records must be supported by source documentation. All volunteer services claimed as nonfederal share must be documented through time cards or records signed by both the volunteer and project supervisor.

   b) A special account for the project so that an exact itemization of project expenditures can be submitted by check number along with copies of canceled checks, itemized invoices, and properly documented time sheets.

   c) A comparison of actual expenditures with budgeted amounts for the Agreement.

8. Notify the STATE immediately in writing of problems or changes in scope of work, budget, product, and performance reporting. No changes can be made without prior written approval from the STATE.

9. Following the notification of the grant award and before work begins, the SUBGRANTEE will attend a project meeting with the STATE grants manager. It is the responsibility of the SUBGRANTEE to coordinate the meeting date and time with the grants manager.

FURTHER, THEREFORE, the parties to this Agreement acknowledge and will comply with the following general terms:

1. Payment of the grant shall be made upon compliance with the terms of the Agreement, including but not limited to:

   a) An inspection by the STATE to ensure that work has been completed satisfactorily in accordance with the terms of this Agreement.

   b) Submission of satisfactory progress reports as referred to above.

   c) Submission of a Financial Report that must be executed by the person in charge of the project. Copies of all original bills from contractors, suppliers, and vendors, and proof of payment of those bills to assure evidence of compliance prior to reimbursement shall accompany the request. Said reimbursement shall not exceed 60 percent (60%) of the request for reimbursement costs, or the full value of the grant, whichever is less.

   d) The STATE may, at its discretion, retain 10 percent (10%) of the total federal portion until the STATE receives the final completion report and has accepted its content.

   e) Progress payments may be made at the discretion of the STATE upon completion of distinct phases of work provided that the above-mentioned conditions have been met for each phase of work.

   f) Any progress payment made by the STATE shall not constitute nor be construed as a waiver by the STATE of any breach of covenant or any default which may exist on the part of the SUBGRANTEE, nor shall any such breach or default impair or prejudice any right or remedy available to the STATE.

2. Both parties understand that a funding-out provision is required by NRS 244.320 and NRS 354.626. Continuation of this grant is subject to and contingent upon

sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. Reservation of funds based upon budget reductions is included herein. The granting authority may reduce or terminate this grant, and SUBGRANTEE waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if, for any reason, the granting agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

3. The STATE may terminate this Agreement for reason of default by the SUBGRANTEE. Any of the following events shall constitute default:
    a) Termination by the grant by reason of fault of the SUBGRANTEE;
    b) Failure by the SUBGRANTEE to observe any of the covenants, conditions, warranties of this Agreement and its incorporated provision;
    c) Failure by the SUBGRANTEE to make progress on the grant;
    d) Unsatisfactory financial conditions by the SUBGRANTEE which endanger the performance of the grant;
    e) Delinquency by the SUBGRANTEE in payment of taxes or of the costs of performance of the grant in ordinary course of business;
    f) Appointment of a trustee, receiver, or liquidator for all or a substantial part of the SUBGRANTEE's property, or institution of bankruptcy, reorganization arrangement, or liquidation proceedings by or against the SUBGRANTEE; and/or Commission of an act of bankruptcy.
4. In the event SUBGRANTEE fails to appropriate or budget funds for the purposes as specified in this agreement, STATE consents to termination of this agreement. In such event, SUBGRANTEE shall notify STATE in writing and the agreement will terminate on the date specified in the notice. Upon occurrence of any of the above

conditions, the STATE may, upon written notice to the SUBGRANTEE, withhold further reimbursements for a period of thirty (30) days. After such written notice to the SUBGRANTEE, the STATE may take the following additional actions as appropriate:

a) Terminate all or any part of the balance of the grant.

b) Demand immediate repayment of all or part of any reimbursements made to the SUBGRANTEE.

5. If the SUBGRANTEE fails to comply with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation or any of the terms of this Agreement; the STATE shall have the right to file suit, in law or equity. The purpose of the suit shall be to cause the SUBGRANTEE to cure said violations or to obtain the return of funds granted to the SUBGRANTEE by the STATE. Such suit may be brought in the District Court of the county in which the property is located.

6. The commencement date for all work to be performed under this Agreement is **JUNE 1, 2010**. The termination or end date is **JULY 31, 2011**. No work performed at any time other than described in this paragraph shall be considered as an eligible activity for reimbursement purposes. Financial Reports requesting reimbursement for activity from **JUNE 1, 2010 TO JULY 31, 2011** must be submitted by **SEPTEMBER 15, 2011** and will not be allowable for reimbursement or as match after that date. Requests that have not been received at the office of the STATE by this date shall not be paid pursuant to this funding agreement.

7. This funding agreement shall be construed and interpreted according to the laws of the State of Nevada.

8. Audits may be required by the STATE. Such audits shall be at the expense of the SUBGRANTEE.

9. The STATE in accordance with the Office of Management and Budget (OMB) Circular A-133, for the Single Audit Act, requires:

   a) Non-Federal entities that expend $500,000 or more in a year in Federal awards to have a single or program-specific audit conducted for that year.

   b) Non-Federal entities that expend $500,000 or more in a year in Federal awards shall have a single audit conducted except when they elect to have a program-specific audit conducted in accordance with paragraph (c) of this section.

   c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit.

   d) Exemption when Federal awards expended are less than $500,000. Non-Federal entities that expend less than $500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in Circular A-133, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, General Accounting Office (GAO) and State.

10. In any news release or printed material describing or promoting the project or any material produced as a result of the grant, appropriate credit shall be given to the STATE and the Department of the Interior by the phrase: "This project has been funded with assistance of the Nevada State Historic Preservation Office through a Department of the Interior grant." Printed material, where space allows, should include language outlined in paragraph 11.

11. An acknowledgment of National Park Service support must be made in connection with publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, a result of this Agreement shall include the following statements:

> The [insert activity] that is the subject of this [insert type of publication] has been financed in whole or in part with federal funds from the National Park Service, U.S. Department of Interior, and administered by the State Historic Preservation Office. The contents and opinions, however, do not necessarily reflect the views or policies of the United States Department of the Interior or the State Historic Preservation Office. This program receives federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office of Equal Opportunity, National Park Service, 1849 C Street, NW, Washington, DC 20240.

12. A draft project report will be submitted for STATE review to the State Historic Preservation Office no later than **MAY 31, 2011**. The product must comply with *The Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation.*

. . . .

13. Final product reimbursement will not be made if the product does not meet The Secretary of the Interior's Standards or terms of this Agreement.

14. The final product/report must be submitted to the STATE no later than **AUGUST 15, 2011**.

15. The SUBGRANTEE shall provide the STATE with an acceptable final report of the project, including a comparison of completed activities and budget to those in the approved Funding Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Historic Preservation Funding Agreement to be signed and intend to be legally bound thereby.

SUBGRANTEE-CITY OF LAS VEGAS–PLANNING & DEVELOPMENT

Signature: _____ Date:_____

Name (print):_____

Title (print): _____

STATE-DEPT.OF CULTURAL AFFAIRS-STATE HISTORIC PRESERVATION OFFICE

By: _____ Date: _____

Ronald M. James, State Historic Preservation Officer

REVIEWED AS TO FORM ONLY:

Catherine Cortez Masto, Attorney General

By:_____ _____

Deputy Attorney General Date

ATTACHMENT A-1

SCOPE OF WORK

Project Title: Multiple historic preservation projects in Las Vegas using National Park Service (NPS) funds (HPF #32-10-21935(3)).

This project will support the completion of the following:

- Historic resource survey & inventory within the Beverly Green Neighborhood; and
- Photo & video documentation of the U.S. Post Office & Courthouse Rehabilitation.

State Historic Preservation Office (SHPO) and NPS Project Stipulations:

1. All work will conform with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation unless otherwise approved by the SHPO.
2. All completed work must conform with visual and/or written specifications submitted to and approved by the SHPO *before* work begins.
3. If any changes are made to the project, the subgrantee must submit updated visual and/or written specifications for the proposed work before any work commences and for written approval from the SHPO.
4. The subgrantee will provide the SHPO with calendar quarterly updates on project progress;
5. The subgrantee will provide the SHPO with full access to all documents necessary for a comprehensive audit. Should the SHPO find costs that are not allowed by State accounting practices or that are outside the terms of this agreement; the applicant/grantee will refund the amount to the SHPO.

ATTACHMENT A-2 BUDGET			
Participant:	City of Las Vegas		
Project Title:	Multiple historic preservation projects		
Termination Date:	7/31/2011		
Project ID#	32-10-21935(3)		
Itemized Budget	**Federal Share**		
	Historic Preservation Consultant	$	29,000.00
	City of Las Vegas KCLV Time	$	800.00
	Online storage for Post Office Image Data	$	200.00
	Subtotal Federal Share:	$	30,000.00
	Non-Federal Share		
	Urban Design Coordinator (130 hrs @ $65.63)	$	8,531.90
	Sr. Management Analyst (30 hrs @ $59.66)	$	1,789.80
	Financial Analyst II (16 hrs @ $61.70)	$	987.20
	Contracts Specialist (90 hrs @ $50.31)	$	4,527.90
	Historic Preservation Commission Voluntter Hours (11 volunteers @ 11 monthly mtgs. @ ($36/hr)	$	4,356.00
	Subtotal Non-Federal Share:	$	20,192.80
	Total Project Costs:	**$**	**50,192.80**

ATTACHMENT C

CIVIL RIGHTS ASSURANCE

As the authorized representative of the SUBGRANTEE, I certify that, as a condition to receiving any Federal financial assistance from the Department of the Interior, the SUBGRANTEE will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. The SUBGRANTEE hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the SUBGRANTEE by the Department, this assurance shall obligate the SUBGRANTEE, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the SUBGRANTEE for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the SUBGRANTEE for the period during which the Federal financial assistance is extended to it by the Department.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the SUBGRANTEE by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The SUBGRANTEE recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the SUBGRANTEE, its successors, transferees, assignees, and subrecipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the SUBGRANTEE.

Signature of Authorized Certifying Official	Title
Authorized Certifying Official *(print name)*	Date Submitted

CITY OF LAS VEGAS PLANNING & DEVELOPMENT

Applicant/Organization

731 S Fourth St., Las Vegas, NV 89101

Applicant/Organization Mailing Address

Nevada State Historic Preservation Office

Bureau or Office Extending Assistance

ATTACHMENT D

PROCUREMENT PROCEDURES

This statement is to certify that as a subgrantee of historic preservation funding, I am aware of the following federal policies regarding procurement procedures and contracting with small and minority firms, women's business enterprise, and labor surplus area items. It is National policy to award a fair share of contracts involving Federal funds to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include, but not be limited to the following:

a. Including qualified small and minority businesses and solicitation lists.

b. Assuring that small and minority businesses are solicited whenever they are potential sources.

c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.

d. When the situation permits, establish permits; establish delivery schedules, which will encourage participation by small and minority businesses.

e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.

f. Any and all subcontractors shall also take the affirmative steps listed in (a) through (e) above.

Subgrantees shall take similar appropriate affirmative action in support of businesses owned and operated by women (women's business enterprises). Subgrantees are encouraged to procure goods and services from areas of high unemployment (labor surplus areas).

Additionally, subgrantees shall comply with requirements of 43 CFR 12, subpart E (Buy

American Act) when purchasing supplies, equipment, and construction materials with Federal funds. The subgrantee is responsible for determining whether items are available for domestic sources and that costs are reasonable. Exceptions must be approved prior to purchase.

All procurement transactions shall be conducted in a manner that provides maximum open and free competition. Procurement procedures shall not restrict or eliminate competition. Activities that can restrict competition include, but are not limited to: (1) placing unreasonable requirements on firms in order for them to qualify to do business: (2) involvement in organizational conflicts of interest; and (3) requirement of unnecessary experience and bonding.

Method of Procurement - Procurement under a grant involving Federal funds shall be made by one of the following methods: (1) small purchase procedures; (2) competitive sealed bids; (3) competitive negotiation; (4) non-competitive negotiation. Small purchase procedures are those relatively simple and informal procurement methods that are sound and appropriate for a procurement of services, supplies, or other property, costing in the aggregate not more than $25,000.00 overall. Price or rate quotations shall be obtained from at least three qualified sources.

1. Competitive sealed bids are required if a procurement of services, supplies or other property costs in the aggregate of more than $25,000.00. Competitive sealed bids must be publicly solicited by means of formal advertising in at least one local newspaper of general circulation once a week for a period of two weeks. A fixed-contract shall be awarded to the responsible bidder whose bid, confirming with all the material terms and conditions of the invitation for bids, is lowest in price.
2. Competitive negotiation is an alternate form of procurement that may be employed if the cost of services, supplies or other property is in the aggregate of more than $25,000.00. The SUBGRANTEE shall enter into negotiations with two or more potential contractors that have submitted offers. Either a fixed price or a cost reimbursable type contract shall be awarded. Award of the contract may be made to the responsible bidder whose proposal

will be most advantageous to the procuring party considering price and other factors. Unsuccessful bidders should be notified promptly by the SUBGRANTEE.

3. After solicitation of a number of sources, noncompetitive negotiation may be entered into if competition is determined to be inadequate. Noncompetitive negotiation may only be used when the award of a contract is infeasible under small purchase, competitive bidding or competitive negotiation procedures. Other circumstances under which a contract may be awarded by non-competitive negotiation are limited to the following:
    a. The item is available only from a single source.
    b. In case of an emergency, or in case of a public exigency when the urgency for the requirement will not permit a delay incident to competitive solicitation.
    c. The State authorizes noncompetitive negotiation.
4. Additional innovative procurement methods may be used by grantees with the written approval of the STATE. A copy of the approval shall be sent by the STATE to NPS and by NPS to the Office of Federal Procurement Policy.

Subgrantee Procurement Records – Subgrantee shall maintain records sufficient to detail the history of a procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the cost or price.

Contract Provisions - Any recipient of Federal grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontracts.

1. Contracts other than small purchases shall contain provisions or conditions, which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for the termination of the contract and any other such sanctions and penalties as may be appropriate.
2. All negotiated contracts (except those awarded by small purchases procedures) awarded

by grantees utilizing federal funds shall include a provision to the effect that the STATE shall have access to any book, documents, papers, and records of the contractor directly pertinent to that specific contract, for the purpose of examination, audit, and transcriptions. Subgrantee shall require contractors to maintain all required records for three years after grantees make final Agreement.

3. Prior to reimbursement grantees shall forward the SHPO evidence documenting compliance with Federal competitive procurement requirement for professional services and contracts.

I hereby acknowledge that I have read the foregoing procurement procedures and promise that I shall comply with all of the provisions by which the terms of this Agreement apply to my particular project.

_____ _____

Signature of Subgrantee Date

_____

Subgrantee Name (print)

_____

Title (print)

CITY OF LAS VEGAS PLANNING & DEVELOPMENT
Organization

ATTACHMENT F

LOBBYING WITH APPROPRIATED FUNDS

Historic Preservation Fund grants must conform to provisions of 18 USC 1913.

"No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriation which they deem necessary for the efficient conduct of the public business."

Thus, costs associated with activities to influence legislation pending before the Congress, commonly referred to as "lobbying," are unallowable as charges to Historic Preservation Fund – assisted grants, either on a direct or indirect cost basis.

_____ _____

Signature of Subgrantee Date *(print)*

_____

Subgrantee *(print)*

_____

Title *(print)*

CITY OF LAS VEGAS PLANNING & DEVELOPMENT
Organization

ATTACHMENT G

CONFLICT OF INTEREST

The subgrantee agrees to the following and will include the following language in any contracts supported by this grant.

Neither the subgrantee nor its subcontractors, shall enter into any contract, subcontract, or arrangement in connection with a project in which any board or commission member, or employee of the State Historic Preservation Office organization has any financial or private interest.

No member, officer, or employee of the subgrantee shall have an interest in this agreement or the proceeds thereof, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity (i.e., unpaid and the time not charged to the required matching share for the Historic Preservation Fund grant.)

_____ _____

Signature of Subgrantee Date *(print)*

_____

Subgrantee *(print)*

_____

Title *(print)*

CITY OF LAS VEGAS PLANNING & DEVELOPMENT
Organization

NEVADA HISTORIC PRESERVATION FUND (HPF)
HPF SUBGRANTEE APPLICATION FOR 2010

BUDGET FORM

Applicant: City of Las Vegas Department of Planning & Development

3. Personnel:

	Position Title	Hours	Hourly Rate (HR)	✓ if HR includes Fringe Benefits	% of HR that is a fringe benefit	Amount of fringe benefit	Total Amt	Federal Share	Non-Federal Share
a.	Urban Design Coordinator	130	$65.63	Yes	38%	$3,242.12	$8,531.90		$8,531.90
b.	Sr. Management Analyist	30	$59.66	Yes	38%	$ 680.12	$1,789.80		$1,789.80
c.	Financial Analyst II	16	$61.70	Yes	38%	$ 375.14	$ 987.20		$ 987.20
d.	Contracts Specialist	90	$50.31	Yes	38%	$1,720.60	$4,527.90		$4,527.90
e.									
f.									
g.									
h.									
i.									
j.									
						Subtotal:	**$15,836.80**	$	**$15,836.80**

4. Contractual Services:

	Contractual Service	Total Amount	Federal Share	Non-Federal Share
a.	Historic Preservation Consultant	$29,000 (approx. 443 hours at $88.10/hr)	$29,000	
b.	City of Las Vegas KCLV	$ 800	$ 800	
c.	Online storage for Post Office image data	$ 200	$ 200	
d.				
e.				
f.				
	Sub-total:	**$30,000**	**$30,000**	

NEVADA HISTORIC PRESERVATION FUND (HPF)
HPF SUBGRANTEE APPLICATION FOR 2010

BUDGET FORM

Applicant: City of Las Vegas Planning & Development Department

5. Other (please specify or attach detailed budget):

		Rate	Amount	Federal Share	Non-Federal Share
a.	Historic Preservation Commission Volunteers (11 volunteers at 11 monthly meetings)	$36/hr	$4,356		$4,356
b.					
c.					
d.					
e.					
f.					
g.					
h.					
			$4,356	$	$4,356

6. Section #1- 5 Subtotals:

		Amounts	Federal Share	Non-Federal Share
1.	Personnel	$ 15,836.80	$	$ 15,836.80
2.	Contractual Services	$ 30,000.00	$ 30,000.00	$
3.	Travel	$	$	$
4.	Operating	$	$	$
5.	Other (Volunteers)	$ 4,356.00	$	$ 4,356.00
		$ 45,836.80	$ 30,000.00	$ 20,192.80

7. Requested Federal Share Total	**Subtotal:**	**$ 30,000.00**
8. Required Non-Federal Share	**Subtotal:**	**$ 20,000.00**
9. Actual Non-Federal Share	**Subtotal:**	**$ 20,192.80**
10. Proposed Project Costs	**Grand Total:**	**$ 45,836.80**

NEVADA HISTORIC PRESERVATION FUND (HPF)
HPF SUBGRANTEE APPLICATION FOR 2010

BUDGET FORM

Applicant: City of Las Vegas Planning & Development Department

11. List each component of the Actual Non-Federal share.

(Please provide the exact nature of each source.)

			Other					
#	Budget Item	**Cash**	In-Kind	Donated Labor/ Time	Donated Material	Salaries	Other	Amount
1	See item #4: Personnel					$15,836.80		$15,836.80
2	See item #5: Other						$4,235.00	$4,235.00
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
							Total:	**20,192.80**

Note: The amounts listed for item #11 must equal item #9.

City of Las Vegas

Grant Proposal Application Review (GPAR) Short Form

Grant Overview

To be completed by the Grant Coordinator:	
Date Application Received:	10/1/08
Grant Review Committee Tracking #:	295
Committee Meeting Date: :	10/16/08

Part I – *To be completed by the Sponsoring Department:* **Date Prepared:** 11/18/09

Department: Planning & Development	**Division:Long-Range**
Grant Lead/Contact Person: Courtney Mooney	**Phone: 229-5260**
Funding Agency: NV State Historic Preservation Office	**Name of Grant: 2010 Historic Preservation Fund Grant**
CFDA#: 03-038-1610	**Other Proposal or Application #, if applicable: N/A**
Name of the Project/Program: City of Las Vegas 2010 Historic Preservation Fund Grant	**Project/Program Manager: Courtney Mooney x5260**
Is this a new project or program? ☐ **Yes** ☒ **No**	**Has the project been funded by this grant before?** ☒ **Yes** ☐ **No**
Does this grant meet a Performance Plus result measure or Key Performance Indicator (KPI)? ☐ **Yes** ☒ **No**	**If so, please indicate which KPI(s) or results measure(s) this project addresses:**

Please indicate which City Council Priority or Priorities this project addresses:

- ☒ Create, integrate, and manage orderly and sustainable development and growth of our community
- ☐ Manage cost and revenue resources to achieve efficient operations
- ☒ Support and encourage sustainability, livability, and pride in our neighborhoods
- ☐ Aggressively attract and retain diverse businesses
- ☐ Promote healthy lifestyles for all segments of the community
- ☐ Provide an open government which allows access, participation, and respectful communication
- ☐ Provide a safe environment for our residents, businesses and visitors using a community oriented approach
- ☒ Revitalize and invigorate our mature areas and the urban core

The following questions in blue pertain to the city as fiscal agent. If not applicable, please leave blank.

Does this grant fund existing permanent positions? ☐ Yes ☒ No	Does this grant fund new permanent positions? ☐ Yes ☒ No
Amount Requested: $30,000	Grant Proposal Deadline: 8/31/11
Are matching funds required? ☒ Yes ☐ No	If yes, what is the match level? ☐ 1:1 match ☒ Percentage 40%
CLV Match: $12,000	Match Sources:Personnel salary
Does funding from this grant begin in the current fiscal year? ☐ Yes ☒ No	Does funding from this grant last longer than three years? ☐ Yes ☒ No
The following questions help us identify return on investment (ROI) for grant writing.	
Number of hours it took staff to complete the grant proposal: 8	**Please list any community partners: Beverly Green Neighborhood Association**

Please provide a brief explanation of the program the grant will support and how the money will be used: The proposed work will provide useful information about existing historic neighborhoods to the Planning and Neighborhood Services Departments for future preservation planning efforts. It will also contribute to the ongoing documentation of the rehabilitation project for the historic U.S. Post Office and Courthouse. The final products will contribute greatly to the public awareness and general knowledge about the history and development of Las Vegas.

The Department named above is applying for the Grant Program named above, and if awarded, will accept full responsibility for the coordination and management of any funds awarded to the City under this Grant and will adhere to any policies and procedures set for by the

City of Las Vegas

Grant Proposal Application Review (GPAR) Short Form

To be completed by the Grant Coordinator:	
Date Application Received:	10/1/08
Grant Review Committee Tracking #:	295
Committee Meeting Date: :	10/16/08

Grantor and its related agencies or agents, as well as those of the City, and its financial and administrative departments. To that end, please find enclosed the following items for initial review:

- ☐ A copy of the Grant Application Instructions/Guidelines, as supplied by the Grantor/Pass-Through Agency
- ☒ The original, completed, signed Application, including Grants.gov electronic application, where applicable
- ☐ The completed application in electronic format (via SharePoint application repository or e-mail, preferably)
- ☒ All attachments, back-up documentation, or amendments to be submitted to the Grantor in support of the application

---

Part I – ***To be completed by the Applicant Department Director or designee prior to submission to the Grant Review Committee:***

The Director has reviewed the completed Grant Proposal Application Review (GPAR) packet, and the application is:

- ☒ **Approved:** The Application may be submitted to the Grant Review Committee.
- ☐ **Follow Up Required:** Further information or amendments are required. See 'Comments' below.
- ☐ **Denied:** See 'Comments' below.

Department Grant/Program Manager Name: Yorgo Kagafas

Department Grant/Program Manager Phone Number: x 6196

Department Director/Designee Printed Name	Department Director/Designee Signature	Date Signed

Comments:

City of Las Vegas

Grant Proposal Application Review (GPAR) Short Form

Common Questions from the Grant Review Committee

To be completed by the Grant Coordinator:	
Date Application Received:	10/1/08
Grant Review Committee Tracking #:	295
Committee Meeting Date: :	10/16/08

Part II – *To be completed by the Sponsoring Department:*

1. If the city is not awarded this grant, will your department still implement this program?
   No.
2. If the funding is not renewed after the first grant year, will the program continue?
   No.
3. If the program will continue, what is the contingency (back-up) plan for funding?
4. If partial funding is awarded, rather than the full grant request, do you intend to lower the number of citizens served or reduce the program services?
   ☒ **Not Applicable**

   ☐ **No** If no, please explain how planned levels will be maintained:

   ☐ **Yes** If so, what have you identified as the correlating reductions in services?
5. If the city is to act as fiscal agent for this grant, but the funding will be used by project partners, has it been established that the project partners will be required to assume fiscal responsibility at a future date?
   ☐ **No** If no, please explain how planned levels will be maintained:
   N/A

   ☐ **Yes** If so, what have you identified as the correlating reductions in services?
6. If so, what is the planned transfer of fiscal responsibility (attach any documents that support the planned transfer)?
   N/A
7. Have protections been established to protect the city as fiscal agent from the following:

• Loss of city revenues due to cost of managing the program?	☐ **Yes**	☐ **No**	☐ **Don't Know**	☒ **N/A**
• Inability of the proposed responsible entity to assume fiscal agent role?	☐ **Yes**	☐ **No**	☐ **Don't Know**	☒ **N/A**
• Provisions for hiring staff, who are not city employees, to manage the program (legal protection for the city)?	☐ **Yes**	☐ **No**	☐ **Don't Know**	☒ **N/A**

   Please explain how these protections have been established and attach all documentation necessary to support these (Memorandums of Understanding, contractual agreements, timelines for relinquishment of fiscal agency, etc.) plans to protect the city from liability:

Additional Comments:

City of Las Vegas

Grant Proposal Application Review (GPAR) Short Form

To be completed by the Grant Coordinator:

Date Application Received:	10/1/08
Grant Review Committee Tracking #:	295
Committee Meeting Date: :	10/16/08

Grant Review Committee Decision

Part I – *To be completed by the Grant Coordinator:*

The Grant Review Committee has reviewed the application, and the application is:

☐ **Provisionally Approved:** The Application/Proposal may be submitted to the funding agency for review/award.

☐ **Follow Up Required:** Further information or amendments are required. See 'Comments' below.

☐ **Deferred to the City Manager's Office:** *The Committee has concerns that they feel need to be addressed at the Deputy City Manager's level for approval*. Deferred to Deputy City Manager .

☐ **Denied:** See 'Comments' below.
Grant applications denied by the Grant Review Committee are referred to the City Manager's Office for final review by the Deputy City Manager responsible for the grant applicant's department. Referred to Deputy City Manager .

Deferral/Denied-Referral Comments:

Becky Jo Spray /s/
Grant Coordinator Date Signed

Grant Award Status

Part I – Award Notification*:*

The funding agency for this grant has supplied a letter indicating that the grant:

☐ **was approved for the following amount:**

- Written notification was received by on (date) and a copy of the letter ☐ **has** ☐ **has not** been provided to the Grant Coordinator.
- Written notification was received by on (date) and a copy of the letter ☐ **has** ☐ **has not** been provided to the Finance Analyst.

The funding agency for this grant has supplied a letter indicating that the grant:

☐ **was not approved. Reasons for this, if any were indicated, include:**

Written notification was received by on (date) and a copy of the letter ☐ **has** ☐ **has not** been provided to the Grant Coordinator.

Written Notification received by the Grant Coordinator on . The copy of the Notification letter was placed in the grant application file on per the Grant Coordinator.

NEVADA HISTORIC PRESERVATION FUND (HPF)

HPF SUBGRANTEE APPLICATION FOR 2010

APPLICATION COVER

Page 1 of 2 *(Note: This unaltered form must be submitted with the application.)*

For SHPO use only
Received: _____
Postmarked: _____
Delivered By: _____
Initials: _____

Is Applicant: ■Representing owner(s)? ■ a CLG? **Does Applicant have:** ■County/City Affiliation? ❑Church affiliation?

Applicant Organization: City of Las Vegas EIN: 88-6000198

Mailing Address: 731 S. Fourth Street Dept/Agency: Planning & Development

City: Las Vegas County: Clark ZIP: 89101

Authorized Signatory: Courtney Mooney Title: Urban Design Coordinator/Historic Preservation Officer

Dept/Agency: Planning & Development Daytime Phone: 702-229-5260

Project Contact: Courtney Mooney Title: Urban Design Coordinator/Historic Preservation Officer

Mailing Address *(If different from above)* _____

Daytime Phone: _____ Fax: 702-384-1397

Email: cmooney@lasvegasnevada.gov Application Approval Entities: _____

Project Title: City of Las Vegas 2010 Historic Preservation Fund Grant

Program Area:

1. ❑ Acquisition
2a. ❑ Development
2b. ❑ Pre-Development
3. ❑ Documentation (HABS/HAER/HALS)
4. ❑ Inventory
5. ❑ National Register Nomination
6. ❑ Planning
7. ■ Public Education
8. ■ Survey

Project Description (brief):
The funding will support 1) an historic resource survey and inventory of approximately 180 properties located within the Beverly Green Neighborhood (to include the El Centro Addition Tracts 1-2, and the Beverly Green Tracts 1-4), and 2) ongoing photo and video-documentation of the adaptive reuse construction process for the U.S. Post Office and Courthouse (National Register 1983).

Proposed Start Date: January 2010 Proposed End Date: August 2010

Budget Summary:

A. Requested Federal Share:	$ 30,000.00
B. Non-Federal Share:	$ 13,838.60
B.1 Cash	$ _____
B.2 In-kind	$ _____
C. Grand Total:	$ 43,838.60

Applicant's authorized signature:

Name (*please print*): Courtney Mooney

Title: Urban Design Coordinator/HPO

Date: 11/19/09

NEVADA HISTORIC PRESERVATION FUND (HPF)

HPF SUBGRANTEE APPLICATION FOR 2010

APPLICATION COVER

1. Is the project located in an urban area with a population of 25,000 or more? ■ Yes ❑ No
2. Is Applicant willing to hire minority personnel/owned businesses to perform project? ■ Yes ❑ No
3. Is Applicant a member of a minority group? ❑Yes, please specify: _____ ■ No
4. Is Applicant willing to hire a business certified as a Minority Business Enterprise? ■ Yes ❑ No
5. Will Applicant proceed with the project if federal funding is not received? ❑ Yes ■ No
6. Is the project accessible by the disabled? (*via alternate printing (Braille), ramps, etc.) ■ Yes ❑ No
7. How much time will Applicant need to complete the project? 8 Months
8. Please include a list of the final product(s) to be completed with the subgrant (i.e., surveys, reports, architectural plans, videos, brochures, etc.,): Three hard copies and two CD copies of the Beverly Green neighborhood historic survey resource report, and CD copies of Post Office construction process documentation.
9. Does the subgrantee agree to submit to the SHPO a minimum of three (3) final copies of the publication produced as a result of research or any other work funded in whole or in part by the HPF grant? ■Yes ❑ No
10. Does the Applicant have a consultant for the project? ❑ Yes ■ No
11. Does the Applicant acknowledge that any grant award will be subject to acquiring qualified professionals who meet NPS professional qualification standards and State review before project work begins? ■ Yes ❑ No
12. Is the applicant aware that if funded, a 'kick-off' project meeting will be required with the SHPO before a funding agreement is drawn up? ■ Yes ❑ No
13. Does the Applicant acknowledge that any project supported by HPF or Matching Share must meet the Secretary's "Standards and Guidelines?" ■ Yes ❑ No

14. In addition to filling out pages 1 and 2 of this subgrantee application cover pages, please include the following items:

    a. Program Area (PA) Form (as it applies to your proposed project(s));
    b. Budget Form (or equivalent);
    c. Affidavit for Matching Funds Form;
    d. Certifications Regarding Debarment, Suspension, and Other Responsibility Matters Form; and
    e. Civil Rights Assurance Form.

I HAVE READ AND COMPLETED THIS **HPF SUBGRANTEE APPLICATION FOR 2009** AND CERTIFY THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

_____ 11/20/09

Signature of Applicant Date

NEVADA HISTORIC PRESERVATION FUND (HPF)

HPF SUBGRANTEE APPLICATION FOR 2009

PROGRAM AREA: 7. PUBLIC EDUCATION

1) Applicant is proposing the following *(indicate selection with an "X")*:

- ■ Activities to increase overall public awareness of technical preservation methods and techniques having application to historic and archeological properties
- ■ Dissemination of information to promote working relationships with the public and private sectors to achieve preservation objectives
- ■ Explanation of historic preservation planning and/or the goals of local preservation ordinances, or design review guidelines to public or private audiences throughout the community;
- ■ Dissemination of the results of grant-funded work (i.e., explanation of accomplishments, problems, and issues directly related to grant-assisted activities to the community preservation constituency);
- ❑ Purchase and installation of interpretive signs or markers at HPF grant-assisted historic buildings, structures and archeological sites.
- ❑ Signage acknowledging HPF assistance at construction project site during grant period.
- ❑ Training and Education for Employee Development
- ❑ Temporary exhibits relating to HPF grant-assisted activities, accomplishments, or results
- ❑ Other: _____

2) Applicant proposes to use the following means to accomplish the above goal(s):

❑ Conference	■ Electronic (CDs, software, etc.)	❑ Exhibit	❑ Film
❑ Meetings (public)	❑ Newsletter	❑ News releases	❑ Pamphlets
❑ Posters	❑ Publications	❑ Signage/markers	❑ Software
❑ Training Consultant	■ Videotapes/DVDs	❑ Other: _____	

3) Does the subgrantee agree to submit to the SHPO a minimum of three (3) final copies of the publication produced as a result of research or any other work funded in whole or in part by the HPF grant? ■ Yes ❑ No

4) Please indicate the total products and quantities that will be produced:

1. Continued video and photo documentation and online storage of documentation for the adaptive reuse construction progress for the U.S. Post Office and Courthouse (National Register 1983)
Qty: 1 master copy of CD with copies of progress

(Note: If more than 2, please use 'Continuation Sheet' and check box ❑.)

5) (a) Will a portion or the entire project be contracted out? ❑ Yes ■ No

(b) If 'Yes', please indicate the procurement method(s) to be used for the project:

❑ Small purchase procedures	❑ Competitive sealed bids
❑ Competitive negotiation	❑ Noncompetitive negotiation

6) (a) Has the Applicant selected project personnel? ■ Yes ❑ No

(b) If 'Yes', please list contact information and include resume/vitae with the application.

1. Name: Charles Hosmer-McGraw Title: Cable Station Manager
Phone: 702-229-2222 Email: cmcgraw@lasvegasnevada.gov
Company/Firm: KCLV
Mailing Address: 221 Las Vegas Boulevard No.
City: Las Vegas, State: NV Zip code 89101

7) Please describe your project. Please use a 'Continuation Sheet' and check box ■.

Ongoing: Photo and video documentation for U.S. Post Office and Courthouse (National Register 1983). This is an ongoing photo and video-documentation, and database storage for documentation of the entire construction aspect of the rehabilitation and adaptive reuse project for the U.S. Post Office and Courthouse. The focus for the video-documentation will be: seismic retrofit, conservation, code compliance issues, demolition of non-historic features, mechanical system upgrades, technical upgrades, new construction for adaptive reuse as a museum and cultural facility, and accession of museum artifacts for exhibits. Construction for this project is estimated to be complete in 2010. The final DVD will include a request for funding to edit and produce a DVD which will include interviews of the design, engineer and conservation principals, and other educational components, as well as extensive footage of the construction process. The DVD will be distributed free of charge to government agencies and members of the general public, including but not limited to schools, libraries, and related professionals.

NEVADA HISTORIC PRESERVATION FUND (HPF)

HPF SUBGRANTEE APPLICATION FOR 2010

PROGRAM AREA: 8. SURVEY *(page 1 of 2)*

"Survey is activity directly pertinent to the location, identification, and evaluation of historic and archeological resources"

1) (a) Does the project activity directly relate to the location, identification, and evaluation of historic and/or archeological resources? ■ Yes ❑ No

(b) If 'No', please explain answer: _____

2) Proposed Survey Data:

(a) Level: ■ Intensive
❑ Reconnaissance
❑ Re-survey of previously covered area; Last surveyed: _____

(b) Please include a location map showing proposed survey area boundaries.

(c) Type of resource being surveyed for: ■ Architectural/Historical ❑ Archeological/Historical

(d) Level of documentation to be produced *(Indicate all that apply)*:
■ Historic Resource Inventory/Survey Forms (HRIFs)
❑ IMACs or other approved SHPO Archeological Site Forms
❑ National Register nomination(s) (Please complete the form for this program area)
■ Determinations of Eligibility (Identification and Evaluation)
❑ Other: _____

(e) Estimated number of acres to be surveyed: 62.89

(f) Estimated number of inventory forms to be produced: 170

(g) Estimated number of reports to be produced: one

(h) Final products that will be produced with this grant:
■ Bound Report (e.g., a 3-ring binder) Qty: 3
■ Electronic Copy (e.g., forms and report on a CD) Qty: 2
❑ Other: _____
❑ Other: _____

3) Does the subgrantee agree to submit to the SHPO a minimum of three (3) final copies of the publications produced as a result of research or any other work funded in whole or in part by the HPF grant? ■ Yes ❑ No

4) (a) Will a portion or the entire project be contracted out? ■Yes ❑ No

(b) If 'Yes,' please indicate the procurement method(s) to be used for the project:
❑ Small purchase procedures
❑ Competitive negotiation
❑ Competitive sealed bid
■ Noncompetitive negotiation

NEVADA HISTORIC PRESERVATION FUND (HPF)

HPF SUBGRANTEE APPLICATION FOR 2010

PROGRAM AREA: 8. SURVEY *(page 2 of 2)*

5) (a) Has the Applicant selected project personnel? ❑ Yes ■No

(b) If 'Yes', please list contact information and include resume/vitae with the application.

1. Name:_____ Title: _____
   Phone: _____ Email: _____
   Company/Firm: _____
   Mailing Address:_____
   City:_____ State:_____ Zip code_____

2. Name:_____ Title: _____
   Phone: _____ Email: _____
   Company/Firm: _____
   Mailing Address:_____
   City:_____ State:_____ Zip code_____

(Note: If more than 2, please use 'Continuation Sheet' and check box ❑.)

6) Please indicate the legal owner(s) of the property and/or areas that are subject to the proposed project:

❑ Federal owner; please specify agency: _____
❑ State; please specify agency: _____
❑ County; please specify department/division:_____
❑ City; please specify department/division: _____
■ Private multi-owners: Urban neighborhood
❑ Private single owner: _____

7) Please describe your project. If necessary, please use a 'Continuation Sheet' and check box ❑.

Funding is requested for a qualified historic preservation consultant's fees to complete the Phase I: Beverly Green Neighborhood Historic Resource Survey and Inventory, an intensive level historic resource survey of a portion of the Beverly Green Neighborhood. The Beverly Green Neighborhood is a registered neighborhood association with the city of Las Vegas Neighborhood Services Department and has definable boundaries as such; however, because of the size of the neighborhood, the project will have to be phased (please see map for visual reference).

The Phase I survey area is generally bounded by Oakey Boulevard to the north, E. St. Louis Avenue to the south, Las Vegas Boulevard South to the west, and S. Sixth Street to the east. The survey area includes several small housing tracts composed of approximately 170 single- and multi-family homes and commercial buildings generally dating from the early 1950s to the early 1960s. The predominant residential architectural style is modern Ranch.

Survey of this area is part of the overall recommendation by the city of Las Vegas Historic Preservation Commission to develop a Mid-Century Historic Context Report for WWII and post-WWII development within the city of Las Vegas.

It is anticipated that the city of Las Vegas will apply for funding from the 2011 HPF grant to complete Phase II: Beverly Green Neighborhood Historic Resource Survey and Inventory.

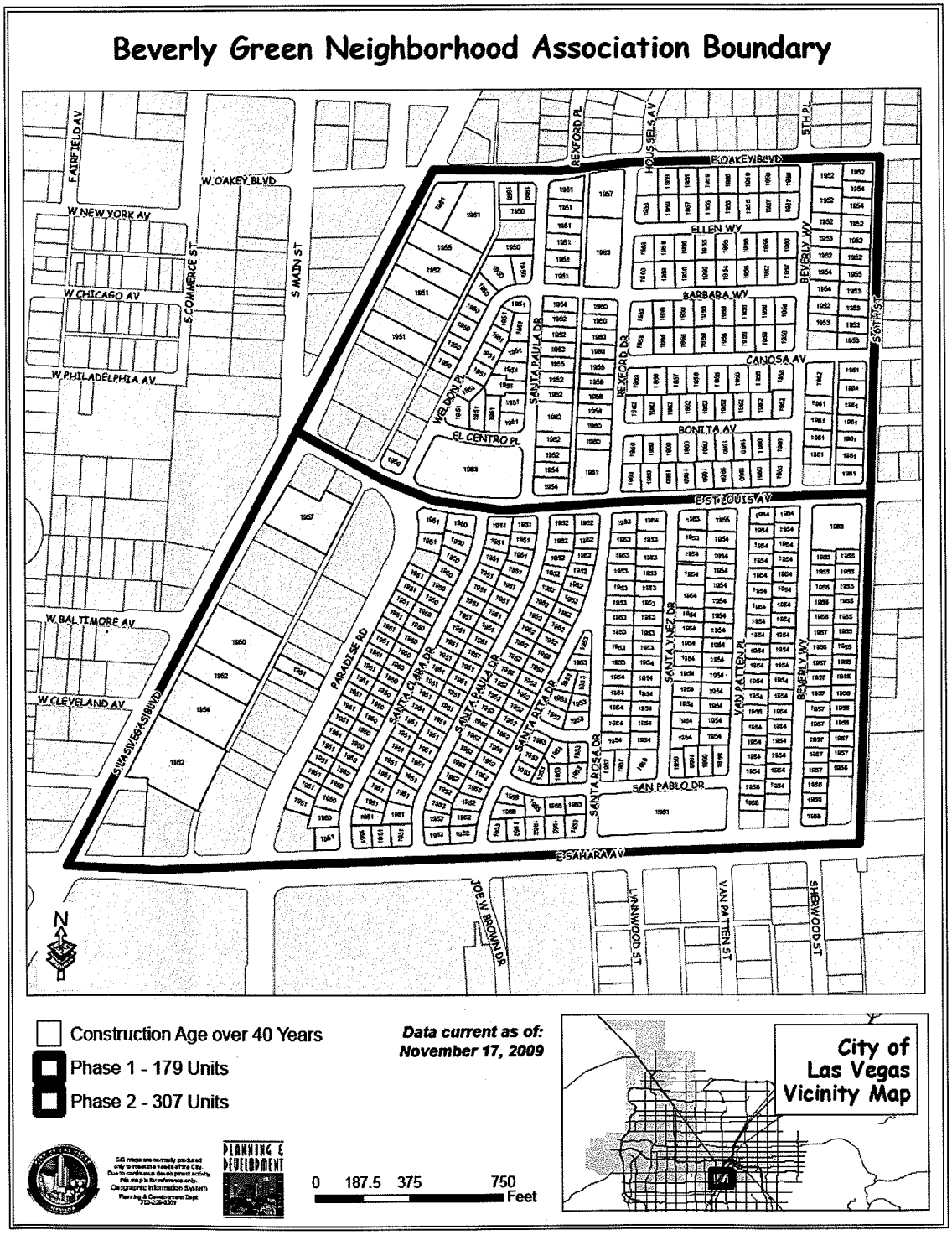
NEVADA HISTORIC PRESERVATION FUND (HPF)

HPF SUBGRANTEE APPLICATION FOR 2010

CONTINUATION SHEET – SURVEY – CITY OF LAS VEGAS

(Please indicate Program Area and item number; if multiple areas, please list at the beginning of each section.)

Map: Historic Resource Survey and Inventory of Beverly Green neighborhood survey area.



NEVADA HISTORIC PRESERVATION FUND (HPF)
HPF SUBGRANTEE APPLICATION FOR 2010

BUDGET FORM

Applicant: City of Las Vegas Department of Planning & Development

3. Personnel:

	Position Title	Hours	Hourly Rate (HR)	✓ if HR includes Fringe Benefits	% of HR that is a fringe benefit	Amount of fringe benefit	Total Amt	Federal Share	Non-Federal Share
a.	Urban Design Coordinator	80	$65.63	Yes	38%	$1417.60	$5250.40		$5250.04
b.	Sr. Management Analyist	10	$59.66	Yes	38%	$164.30	$596.60		$596.60
c.	Financial Analyst II	10	$61.70	Yes	38%	$169.90	$617.00		$617.00
d.	Contracts Specialist	60	$50.31	Yes	38%	$831.00	$3018.60		$3018.6
e.									
f.									
g.									
h.									
i.									
j.									
						Subtotal:	**$9,482.60**	$	**$9,482.60**

4. Contractual Services:

	Contractual Service	Total Amount	Federal Share	Non-Federal Share
a.	Historic Preservation Consultant	$29,000 (approx. 443 hours at $88.10/hr)	$29,000	
b.	City of Las Vegas KCLV	$ 800	$ 800	
c.	Online storage for Post Office image data	$ 200	$ 200	
d.				
e.				
f.				
	Sub-total:	**$30,000**	**$30,000**	

NEVADA HISTORIC PRESERVATION FUND (HPF)
HPF SUBGRANTEE APPLICATION FOR 2010

BUDGET FORM

Applicant: City of Las Vegas Planning & Development Department

5. Other (please specify or attach detailed budget):

		Rate	Amount	Federal Share	Non-Federal Share
a.	Historic Preservation Commission Volunteers (11 volunteers at 11 monthly meetings)	$36/hr	$4,356		$4,356
b.					
c.					
d.					
e.					
f.					
g.					
h.					
			$4,356	$	$4,356

6. Section #1- 5 Subtotals:

		Amounts	Federal Share	Non-Federal Share
1.	Personnel	$ 9,482.60	$	$ 9,482.60
2.	Contractual Services	$ 30,000.00	$ 30,000.00	$
3.	Travel	$	$	$
4.	Operating	$	$	$
5.	Other (Volunteers)	$ 4,356.00	$	$ 4,356.00
		$ 43,838.60	$ 30,000.00	$ 13,838.60

7. Requested Federal Share Total	**Subtotal:**	**$ 30,000.00**
8. Required Non-Federal Share	**Subtotal:**	**$ 12,000.00**
9. Actual Non-Federal Share	**Subtotal:**	**$ 13,838.60**
10. Proposed Project Costs	**Grand Total:**	**$ 43,838.60**

NEVADA HISTORIC PRESERVATION FUND (HPF)
HPF SUBGRANTEE APPLICATION FOR 2010

BUDGET FORM

Applicant: City of Las Vegas Planning & Development Department

11. List each component of the Actual Non-Federal share.

(Please provide the exact nature of each source.)

			Other					
#	Budget Item	**Cash**	In-Kind	Donated Labor/ Time	Donated Material	Salaries	Other	Amount
1	See item #4: Personnel					$9,482.60		$9,482.60
2	See item #5: Other						$4,235.00	$4,235.00
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
							Total:	13,838.60

Note: The amounts listed for item #11 must equal item #9.

NEVADA HISTORIC PRESERVATION FUND (HPF)
HPF SUBGRANTEE APPLICATION

AFFIDAVIT FOR MATCHING FUNDS

STATE OF NEVADA

COUNTY OF Clark

WHEREAS, City of Las Vegas, hereinafter referred to as Subgrantee, in the interest of the historic preservation project commonly known as: 2010 City of Las Vegas Historic Preservation Fund grant, certifies that the project previously referenced shall have the necessary matching funds required pursuant to the Historic Preservation Act (P.L. 89-665).

SUBGRANTEE HEREBY CERTIFIES, that if Subgrantee is funded $ 30,000.00 in Historic Preservation funds from the United States government, Subgrantee will have available an acceptable match in the amount of $ 12,000.00 as funds set aside for the project named above.

Signed and dated this 20 day of November, 2009.

C Mooney

Subgrantee Signature

Courtney Mooney

Subgrantee Name (please print)

SUBSCRIBED AND SWORN TO before me this 20th day of November, 2009.

Teresa K. Morrell

Notary Public

Notary Public - State of Nevada
COUNTY OF CLARK
TERESA K. MORRELL
No. 99-59083-1 My Appointment Expires Sept. 14, 2011

U.S. DEPARTMENT OF THE INTERIOR

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, DRUG-FREE WORKPLACE REQUIREMENTS AND LOBBYING

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

CHECK X IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
   (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
   (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

CHECK____ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

U.S. DEPARTMENT OF THE INTERIOR

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, DRUG-FREE WORKPLACE REQUIREMENTS AND LOBBYING (CONTINUED)

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK X IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. *(Grantees Other Than Individuals)*

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about--
(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)
731 S. Fourth Street, Las Vegas, Clark County, Nevada 89101

Check ___ if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

(a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made; to such a central point, it shall include the identification number(s) of each affected grant.

U.S. DEPARTMENT OF THE INTERIOR

CERTIFICATIONS REGARDING DEPARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, DRUG-FREE WORKPLACE REQUIREMENTS AND LOBBYING (CONTINUED)

PART E: Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK___IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS $100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK___IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF $150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING $100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Courtney Mooney, Urban Design Coordinator/Historic Preservation Officer
TYPED NAME AND TITLE

11/19/09
DATE

DI-2010 June 1995 (This form replaces DI-1953, DI-1954, DI-1955, DI-1956 and DI-1963)

NEVADA HISTORIC PRESERVATION FUND (HPF)
HPF SUBGRANTEE APPLICATION

CIVIL RIGHTS ASSURANCE

As the authorized representative of the applicant, I certify that the applicant agrees that, as a condition to receiving any Federal financial assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applicants for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and sub recipients and the person whose signature appears below who is authorized to sign this assurance on behalf of the Applicant.

Signature of Authorized Certifying Official	Title Urban Design Coordinator/Historic Preservation Officer
Applicant/Organization City of Las Vegas Planning & Development Dept.	Date Submitted 12/01/09
Applicant/Organization Mailing Address 731 S. Fourth Street, Las Vegas, NV 89101	Bureau or Office Extending Assistance

DI-1350 (Rev. 6/91)

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an encroachment request from P.K. Thistle Architect on behalf of Harrison Properties, Ltd., owner (713 Las Vegas Boulevard South) - Ward 5 (Barlow)

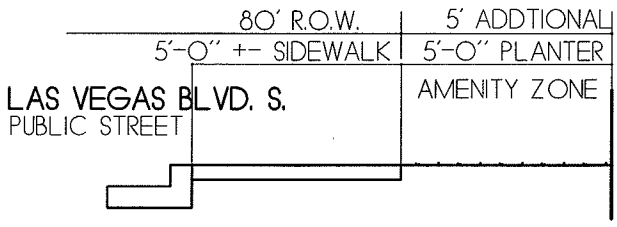
Fiscal Impact

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

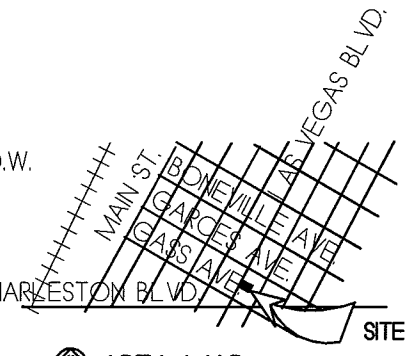
PURPOSE/BACKGROUND:
This request is for three landscape planters approximately 5 feet in width, comprising of an approximate area of 290 square feet, located adjacent to this site (Gold and Silver Pawn Shop) in the Las Vegas Boulevard public right-of-way.

RECOMMENDATION:
Approval. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

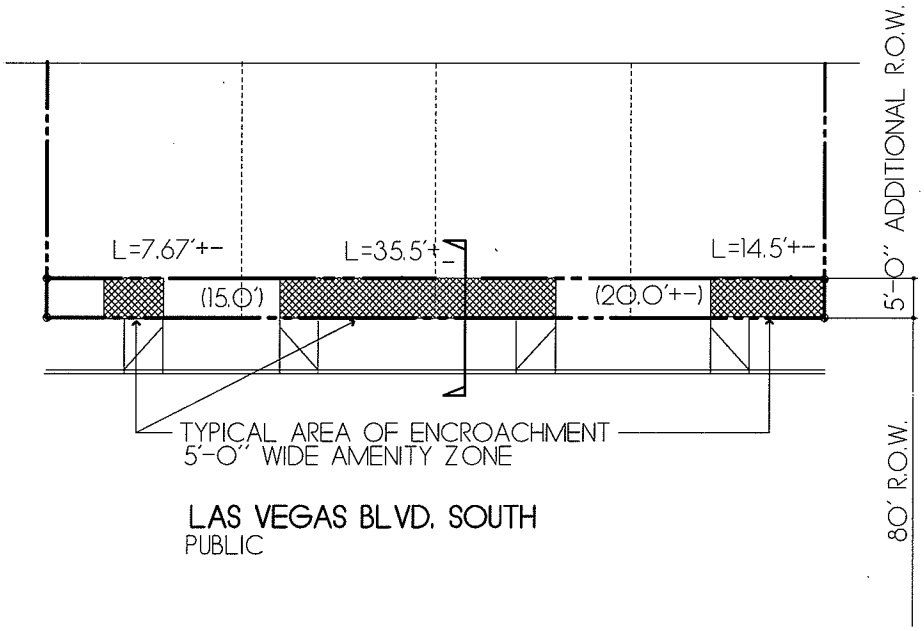
BACKUP DOCUMENTATION:
Copy of Encroachment Exhibit "A" (713 Las Vegas Boulevard South)



TYPICAL SECTION
N.T.S.



AREA MAP
NORTH
N.T.S.



LAS VEGAS BLVD. SOUTH
PUBLIC

NORTH

ENCROACHMENT EXHIBIT
GOLD & SILVER PAWN SHOP

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Rule 9 Line Extension Agreement between the City of Las Vegas and NV Energy for the extension of existing power facilities to provide power for the Neon Signage Phase 2 project located along Las Vegas Boulevard between Fremont Street and I-515 ($11,570 - Scenic Byway Grand through NDOT and matching City of Las Vegas Fund Balance) - Ward 3 (Reese)

Fiscal Impact

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

Amount: $11,570
Funding Source: Scenic Byway Grant through NDOT and matching City of Las Vegas Fund Balance
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
The Rule 9 Line Extension Agreement between the City of Las Vegas and NV Energy is to provide electric power to the project's three proposed rehabilitated Neon Signs. The signs are to be placed within the existing median island along Las Vegas Boulevard between Fremont Street and I-515.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Rule 9 Line Extension Agreement

NVEnergy

RULE 9
LINE EXTENSION AGREEMENT

Agreement No.: GLEA0000193209A
PID: 0000193209
Date Prepared: 07/16/**2010**

This Line Extension Agreement ("**Agreement**") is made and entered between Nevada Power Company, a Nevada Corporation, d/b/a NV Energy ("**Utility**") and **CITY OF LAS VEGAS, a(n) municipal corporation of the State of Nevada,** ("**Applicant**") (individually, a "**Party**" and collectively, the "**Parties**").

RECITALS

A. Utility owns and operates electric transmission and distribution facilities and provides electric service within Nevada, in accordance with Tariff Schedules filed with and approved by the Commission.

B. Applicant has requested Utility to relocate or alter existing Utility facilities or has requested "**Service**" or a "**Line Extension**," as defined in Rule 1, for the purpose of receiving electric service to its Development.

C. In accordance with Rule 9, applicable provisions of other portions of its Tariff Schedules and this Agreement, Utility will relocate or alter Utility facilities, as requested by Applicant.

D. Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and Utility's above-ground and underground electric transmission and distribution facilities and that Utility will only waive or approve a particular conflict through Utility's standard use agreement signed by the property owner(s) and Utility, duly notarized, and recorded.

In consideration of the above recitals, mutual covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Summary of Costs and Contingencies

1.1 Line Extension. In order to provide 58 KVA of Service to Applicant and/or alter existing Utility facilities, Utility will modify its electric lines as shown on the Service design titled CLV-NEON SINAGE PHASE 2 and attached as Exhibit A.

1.2 Estimated Costs. Utility estimates that the Costs of the Line Extension Project are **$12,613.00**, as summarized on Exhibit B.

1.3 Estimated Advance. The estimated Advance is **$11,570.00**, consisting of:

(A) CIAC. An estimated CIAC in the amount of **$.00** ("**Estimated CIAC**"). This amount includes a non-taxable, non-refundable cost of **$.00** and a taxable, non-refundable cost of **$.00**. If the Estimated CIAC is greater than $20,000, it is subject to Cost True-up.

(B) Advance Subject to Refund. An Advance Subject to Refund in the amount of **$7,559.00**. This amount includes Applicant's responsibility for proportionate share attachments per Rule 9, Section A.16 and any Commission Order in the amount of **$.00**.

(C) Tax Effect. The estimated Tax Effect is:

(1) Advance Subject to Refund. A Tax Effect relating to the Advance Subject to Refund in the amount of **$2,646.00**. This Tax Effect is subject to refund.

(2) CIAC. A Tax Effect relating to CIAC in the amount of **$.00**. This Tax Effect is subject to adjustment in connection with a Cost True-Up.

(3) Non-Cash Contributions. A Tax Effect relating to Applicant's non-cash contributions to Utility under Rule 9, Section A.12 (such as trenching and

substructures performed by Applicant, its contractors or its subcontractors) in the amount of **$1,365.00**. This Tax Effect is not subject to refund.

1.4 Estimated Line Extension Project Allowance and Initial Allowance. The estimated Allowance for the Line Extension Project on the Effective Date is **$7,776.00** ("**Estimated Line Extension Project Allowance**"). Applicant's Initial Allowance is **$5,054.00**. A worksheet supporting the Estimated Line Extension Project Allowance and the Initial Allowance is attached as Exhibit C.

1.5 Payment; Purchase Order. When delivering the signed Agreement to Utility, Applicant must (in Utility's discretion) either pay Utility – or deliver a purchase order to Utility in the amount of – **$11,570.00**. When calculating this amount, Utility applied the Initial Allowance and, if applicable, a credit for the Utility Betterment.

1.6 Related Projects and Contracts

(A) Related Projects. If any project to which this Line Extension Project will connect is not constructed and/or energized, such as those identified in this Subsection, Utility will not perform under this Agreement until after the Parties, in accordance with Section 13.8, revise this Agreement to incorporate changes to the Design and the Costs:

Project No.	Initiated	Title

(B) Proportionate Share Contracts. If Applicant attaches to other line extensions, such as those identified in this Subsection, Applicant must pay Proportionate Share Costs:

Contract No.	Dated	Expiration	Title

(C) Master Planned Community Contracts. This Agreement is associated with the following master planned community contracts:

Contract No.	Dated	Expiration	Title

2. Description and Design of the Line Extension Project

2.1 Design for Line Extension Project; Amendment. The design for the Line Extension Project and Betterments, if any, is attached to this Agreement as Exhibit A (the "**Design**"). Applicant approves the Design and acknowledges that Applicant is bound by and must comply with all notes on the Design. The Parties may revise the Design by amending this Agreement in accordance with Section 13.8.

2.2 Condition to Providing Service. Utility does not have an obligation to provide Service to Applicant's Development until after Applicant resolves all conflicts between the Development and Utility's transmission and distribution facilities, at Applicant's Cost and to Utility's satisfaction. Applicant agrees that, if Utility provides Service to the Development even though conflicts remain, Applicant is responsible for all Costs to resolve those conflicts to Utility's satisfaction and Applicant must (at its Cost) acquire and deliver to Utility all Property Rights Utility deems necessary.

2.3 Inaccurate Information and Field Conditions. Applicant understands that inaccurate, incomplete or outdated information and that surface and subsurface field conditions could delay the In-Service Date, if any.

2.4 Providing Service to Applicant. Utility will provide Service to Applicant in accordance with this Agreement, applicable Laws and Utility's Tariff Schedules. However, if there is a Reduction of Service (as defined in Rule 1) before or after the Agreement terminates or if Applicant is not using the capacity Utility made available to Applicant in connection with this Agreement after the Agreement terminates, Utility (in its discretion) may reallocate the unused capacity to other customers.

2.5 Line Extension Project Completion. The Line Extension Project is complete after (A) Utility receives all Property Rights in accordance with this Agreement, (B) the Parties complete the Adjustments and (C) if applicable, Utility energized the Line Extension Project to provide Service to the Development.

3. Line Extension Project Cost, Cash Advance, Allowance and Refunds

3.1 Estimated Costs on Exhibit B. The estimated Line Extension Project Costs are identified on Exhibit B.

3.2 Utility and Applicant Betterments.

(A) Estimated Expense of Utility Betterment. The estimated expense for the Utility Betterment is, and Utility will credit and/or pay Applicant, **$0** ("**Betterment Expense**") unless Utility sends Applicant a Stop Work Notice. Utility will credit Applicant **$0** and, after Applicant delivers the lien releases required by Subsection (E) below, pay Applicant **$0**.

(B) Obligation to Install Utility Betterment. If the Design identifies a Utility Betterment, Applicant must install those facilities when it performs its work in connection with the Line Extension Project.

(C) Utility Betterment Scope of Work. Applicant must perform (or cause to be performed) the following in association with the Utility Betterment: not applicable.

(D) Utility's Option to Stop or Terminate Work on Utility Betterment. At any time, Utility may notify Applicant to terminate work on the Utility Betterment ("**Stop Work Notice**"). If Applicant receives a Stop Work Notice, Applicant must stop working on the Utility Betterment immediately and take action to mitigate expenses. Within 30 days after terminating work, Applicant must submit a final invoice to Utility for work performed through the termination date on the Utility Betterment. Notwithstanding Section 3.2(A), if Utility issues a Stop Work Notice, Utility is only responsible for Applicant's actual expenses for the Utility Betterment (up to the amount of the Betterment Expense). If, after receiving a Stop Work Notice, Applicant's actual expenses are less than the Betterment Expense, Utility (in its discretion and notwithstanding Section 13.8) may revise Section 1 and Exhibit B and invoice Applicant.

(E) Release of Lien or Claim for Utility Betterment. Utility cannot accept any facilities constructed and equipment installed by Applicant, including the Utility Betterment, and will not energize Applicant's Line Extension Project until after Applicant furnishes to Utility a complete release of any lien or claim.

(F) Ownership of Betterment. The design identifies any Utility Betterment and any Applicant Betterment. All Betterments installed by Applicant and Utility under this Agreement are property owned, maintained, and controlled by Utility upon Utility's Acceptance.

(G) Guarantee. The Section 7 guarantees also apply to any Betterment.

3.3 Limitation on Refunds. The Advance Subject to Refund is the maximum possible refund that Applicant may receive. The actual refund is limited by Applicant's eligible Excess Allowance and Proportionate Share Refunds and consequently Applicant might not receive a 100% refund of the Advance. Depending upon the risk, project length, certainty of Demand, and other factors pertaining to Applicant's Line Extension Project, the refund may range from $0 to the balance of the Advance Subject to Refund. The total of all refunds must not exceed the Advance Subject to Refund. Notwithstanding Section 13.2 and in accordance with Rule 9, Section A.14, Applicant may only assign its right to receive a refund by signing and delivering to Utility a properly executed assignment in a form acceptable to Utility.

3.4 Non-Refundable Tax Effect. Given that CIAC, non-cash contributions, and Applicant facilities that exceed the minimum requirements are non-refundable, the Tax Effect associated with these is also non-refundable.

3.5 Performance of Allowance True-Up. In its discretion and at any time, Utility may perform an Allowance True-Up. However, if on the Effective Date the Initial Allowance is less than the Estimated Line Extension Project Allowance, Utility will perform an Allowance True-Up 18 months after the Effective Date and calculate any Excess Allowance in accordance with the Allowance True-Up.

3.6 Performance of Cost True-Up. In its discretion and no later than five (5) years after the In-Service Date, Utility may perform a Cost True-Up. If the Estimated CIAC is greater than $20,000, Utility will perform a Cost True-Up after all Costs have been recorded.

3.7 Return of Overpayments and Invoices Associated with Accounting Adjustments. If Utility performs the accounting adjustments in Section 3.5 or Section 3.6, Utility will either invoice Applicant or return any overpayment to Applicant. If Utility does not perform an Allowance True-up and/or a Cost True-Up, Applicant is only responsible for the Costs identified on Exhibit B and as otherwise invoiced by Utility.

3.8 No Interest on Amounts Paid by Applicant. Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.

3.9 Multiple Applicants. [RESERVED]

4. Applicant's Obligations

4.1 Responsibility for Costs. Applicant is responsible for all Costs, except for those Utility is specifically responsible for under Rule 9 ("**Applicant's Cost Responsibility**").

(A) Increased Costs: Other Projects. If one or more of the projects identified in Section 1.6(A) cancels, is not completed on time, is reduced in scope or in some other manner affects Utility's ability to provide Service to the Development or changes the Cost to serve the Development, the Parties might have to revise the Design and Applicant is responsible for the increased Cost to serve the Development.

(B) Increased Costs: Applicant Delay in Completing Construction. If, within 18 months after the Effective Date, Applicant does not complete construction of the Line Extension Project, Utility may re-estimate and either terminate this Agreement or, notwithstanding Section 13.8, amend Exhibit B. Applicant must pay the invoice in accordance with Section 4.5.

(C) Purchase Order. If Utility agreed to accept a purchase order from Applicant for the amount identified in Section 1.5, Utility will invoice Applicant's Cost Responsibility against that purchase order. Applicant acknowledges that these

invoices will likely include AFUDC. At any time after Utility receives a purchase order in connection with this Agreement, Utility may send Applicant a written request to increase the purchase order. Within thirty (30) days after the date identified on that request, Applicant must deliver the modified purchase order to Utility. If Applicant does not deliver the modified purchase order to Utility before that 30-day period expires, Utility may stop work and/or not provide Service to Applicant, until after Utility receives the modified purchase order. Any delay in delivering the modified purchase order to Utility might result in a delay in completion of the Line Extension Project.

4.2 Payment of Advances. Applicant must pay all Advances based on the Costs identified initially in Exhibit B and those identified subsequently under Section 4.1(A), Section 4.1(B) or Section 4.5.

4.3 Obligation to Construct Facilities in Compliance with Laws. Applicant and its agents must, at Applicant's expense, construct and install Rule 9, Section A.12 improvements, as shown on Exhibit A, perform work associated with these improvements, and comply with and perform in accordance with all Permits, Laws, Utility Standards, the Tariff Schedules and the National Electrical Safety Code. These Rule 9, Section A.12 improvements and the work associated with these improvements include but are not limited to trenching, backfilling, excavation, pavement removal, restoration, repaving, conduits, risers, transformer pads, vaults, enclosures, boxes, work and materials relating to such structures and substructures, and other materials Utility deems necessary for the electrical facilities.

4.4 Identification and Resolution of Conflicts; Costs Associated with Conflicts. Utility is not obligated to provide Service to the Development until after Applicant meets its obligations under this Section to Utility's satisfaction:

(A) Identification of Conflicts. Applicant must identify, in writing and in a manner satisfactory to Utility, all conflicts between (1) the Development and Utility's underground and above-ground distribution and transmission facilities located within the Development, (2) the Development and Utility's underground and above-ground distribution and transmission facilities located within or adjacent to offsite improvements required for the Development (3) the Development and Utility's above-ground distribution and transmission facilities located adjacent to the Development, and (4) the Development and Utility's property rights within and adjacent to the Development, including but not limited to easements, rights-of-way, and any other use or occupancy rights.

(B) Resolution of Conflicts with Utility's Facilities and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors damage, have damaged, render unsafe or have rendered unsafe Utility's above-ground or underground distribution and transmission facilities located within or adjacent to the Development or to the offsite improvements required for the Development, Applicant must (1) pay all Costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed, and (2) provide or obtain real property rights in Utility's name for the relocated facilities and/or new facilities, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights).

(C) Resolution of Conflicts with Utility's Easements and Payment of Costs. If Utility determines that Applicant, its agents, its contractors, or its subcontractors interfered with Utility's property rights, Applicant must (1) pay all Costs incurred

by Utility that are associated with the interference and (2) either remove the interference and return the property rights area to a condition that is usable by Utility or provide or obtain replacement property rights in Utility's name, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights).

4.5 Payment of Invoices; Work Stoppage and Service Delay for Non-Payment. Applicant must pay Utility's invoices within 60 days of receipt. If mailed, Utility's invoices are deemed received three (3) days after the invoice date. Applicant must reference PID 0000193209 on any payment. If Utility does not receive timely payment of its invoices, then Utility, without liability to Applicant, may stop work and/or not provide Service to Applicant, until after Utility receives payment in full. Any delay in payment might result in a delay in completion of the Line Extension Project.

4.6 Interest. Any amount unpaid and due by Applicant under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Money Rates section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility.

4.7 Information Provided by and Needed from Applicant. Applicant acknowledges that Utility relies on information provided by Applicant when performing Utility's obligations under this Agreement. Applicant acknowledges that it has a continuing obligation to provide the most current and accurate information concerning its Development to Utility. Applicant also understands that Utility is not aware of and cannot know all surface and subsurface field conditions. Notwithstanding anything to the contrary in this Agreement, Applicant agrees to assume all responsibilities and Costs for repair, replacement, redesign, modification or other work to the facilities associated with this Agreement:

(A) Resulting from or arising out of incomplete, inaccurate or outdated data and other information supplied to Utility by Applicant; or

(B) Resulting from or arising out of changes affecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or

(C) Resulting from or arising out of surface or subsurface field conditions; or

(D) That were installed based on surveys or staking provided by Applicant or Applicant's agents that are found to be located outside the recorded Property Rights granted for such facilities.

4.8 Inspection of and Responsibility for Facilities Installed by Applicant. For facilities and equipment installed by Applicant, Applicant must:

(A) Allow Utility to inspect the construction or installation of the facilities and equipment.

(B) Maintain, repair, and (as Utility deems necessary) replace those facilities and equipment until Utility's Acceptance, in addition to providing the guarantees in Section 7. If Applicant must use conduit it installed or pre-existing conduit for Service to the Development, Applicant (in Utility's discretion and at Applicant's expense) must video inspect, re-mandrel, re-mule tape, and repair the conduit. If all or a portion the conduit cannot be repaired, Applicant (at its expense) must replace the damaged conduit.

4.9 Reduction of Service or Termination Charges; Security. Within 60 days of written notification by Utility, Applicant must pay reduction of service or termination charges in accordance with Rule 9, Section A.25 and/or provide security (such as cash or a letter of credit) in a form acceptable to Utility for the Allowance or any other credit Applicant

receives if Applicant (A) fails to complete the Development, (B) becomes less creditworthy and is at risk of not taking permanent service, as determined by Utility in its discretion, (C) terminates Service to the Development, or (D) significantly curtails or reduces Service to the Development during the depreciable life of the facilities installed under this Agreement, as determined by Utility in its discretion.

4.10 Obligation to Provide Information to Utility. Within 10 days of Utility's written request, Applicant must provide information and documentation requested by Utility, including but not limited to absorption information, information and documentation relating to the amount(s) Applicant paid, if any, for third-party Property Rights, and information and documentation relating to the actual cost of Applicant's non-cash contributions to Utility under Rule 9, Section A.12. With respect to absorption information, Applicant must, at a minimum: (A) for residential-type developments, identify the number of units, type of units (single- or multi-family), sales and cancellations (or net sales) at given time intervals and (B) for commercial-type developments, identify the number of units, square footage for each type of load (casino, retail, convention, etc.), and dates of major load blocks such as chillers or pumps, if applicable, at given time intervals.

5. Right to Set Off

5.1 Utility's Right to Set Off Amounts Owing. Utility may set off any sum or obligation (whether or not arising under this Agreement) owed by Utility to Applicant against any sum or obligation (whether or not arising under this Agreement) owed by Applicant to Utility.

5.2 Utility's Right to Withhold Additional Amount. Utility may also deduct the following from any sum or obligation (whether or not arising under this Agreement) owed by Utility to Applicant:

(A) The amount to remedy any defects and repair any damage in accordance with Section 7.2;

(B) The amount to discharge any lien filed or that could be filed in relation to the work performed and material and equipment installed by Applicant under this Agreement;

(C) The value of any claim against Utility that Applicant has failed to settle in accordance with an indemnity obligation;

(D) The amount to resolve all conflicts between the Development and Utility's distribution and transmission facilities located within or adjacent to the Development in accordance with Section 4.4(B); and

(E) The amount to resolve all conflicts between the Development and Utility's Property Rights within and adjacent to the Development in accordance with Section 4.4(C).

5.3 Other Rights and Remedies; Survival. If Utility sets off any amount in accordance with this Section, Utility may still pursue all other rights and remedies it might have. Utility's rights under this Section survive default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.

6. Property Rights; Ownership and Lien Release(s)

6.1 Obligation to Acquire and Convey Property Rights. Applicant must, without cost to Utility, grant and convey, or obtain for Utility, all Property Rights that Utility deems it requires for the Utility facilities (or any portion thereof) affected under this Agreement. In Utility's discretion and at Applicant's Cost, Utility may obtain an appraisal(s) of the Property Rights.

6.2 Condition to Commencing Construction. Utility is not obligated to commence construction of any facilities until after the required Property Rights are permanently granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the type of Property Rights, dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

6.3 Ownership of Facilities and Equipment. All facilities constructed and equipment installed by Applicant and Utility, including Utility Betterment, under this Agreement are property owned, maintained, and controlled by Utility upon Utility's Acceptance. Upon Utility's written request, Applicant will sign and deliver a Bill of Sale in a form acceptable to Utility that conveys all of Applicant's rights, title and interest in the facilities and equipment to Utility and certifies that the facilities and equipment are free of liens and other encumbrances. Utility has the right to use, and allow other Utility customers to use, those facilities and equipment for any purpose. Utility may also allow designated telecommunications carriers and cable television companies to use the facilities and equipment if Utility is required to do so by the federal Telecommunications Act or other laws. If Applicant requests that additional spare conduit be installed in connection with this Agreement (above and beyond Utility's standard requirement for spare conduit) and pays the Costs associated with that additional conduit, Utility will reserve that conduit for Applicant if requested by Applicant, and the Utility and Applicant enter into a separate agreement for the reserved additional spare conduit. If Utility and Applicant do not enter into such an agreement and Applicant still requests additional spare conduit, Utility may use any spare conduit for other Utility customers and allow designated telecommunications carriers and cable television companies to use that conduit. Further, the sources of power to the Development are subject to change, at Utility's discretion.

6.4 Release of Lien or Claim. Upon Utility's written request, Applicant must furnish to Utility a complete release of any lien or claim and receipts covering in full all labor, material, and equipment for which a lien could be filed in relation to the work performed and material and equipment installed.

7. Guarantees

7.1 Guarantee Against Defects. Applicant guarantees, regardless of Utility's Acceptance, all work Applicant and its contractors/subcontractors perform and all material and equipment they furnish under this Agreement against defects in materials and workmanship for a period of one (1) year following the In-Service Date. Applicant also guarantees any corrective work and replaced or repaired materials against defects for an additional one-year period following completion of the work.

7.2 Utility's Option to Remedy Defect. Utility may, at its option and Applicant's sole Cost, either itself remedy or require Applicant to remedy any defect in materials or workmanship provided by Applicant and its contractors/subcontractors that develop during the one-year period provided for in Section 7.1. The option and obligation to repair extend to any damage to facilities or work caused by the particular defect or repair of the defect. Applicant must remedy the defect(s) to Utility's satisfaction. Should Utility choose to remedy a defect, Applicant must pay Utility all Costs incurred within 60 days of receiving an invoice from Utility.

7.3 Modification or Relocation of Electric Facilities. If Applicant requests that Utility install electric facilities before establishment of final grade or the alignment of roads, streets, or alleys, or in unimproved areas and a conflict arises, Applicant must pay all Costs associated with the relocation or modification of any electric facilities and, at Applicant's expense, must grant or obtain for Utility all Property Rights Utility deems it requires for the relocated/modified facilities, in accordance with Rule 9, Section A.10. The Property Rights must be granted to Utility in a manner that is satisfactory to Utility as to both

location and form (including but not limited to the dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

8. Default

8.1 Procedure. If a Party ("**Defaulting Party**") fails to comply with the terms and conditions of this Agreement and the failure continues for 30 days after the Defaulting Party receives written notice of such failure from the other Party ("**Non-Defaulting Party**"), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date is not an event of default.

8.2 Notice to Utility's Legal Department. In addition to sending written notice to Utility's Project Coordinator regarding Utility's failure to comply with the terms and conditions of this Agreement, Applicant must also send a copy of the notice to Utility's Legal Department at the address specified in the "Notices" Section of the Agreement.

9. Confidentiality

9.1 Exchanging Information. Utility might provide Applicant with information to be used in complying with the Agreement. Some or all of this information, including, but not limited to, oral information, documents, supplier information, files, drawings, and data, might be confidential.

9.2 Labeling Information Confidential. If Utility wants information to be treated as confidential, Utility must label the written information as "CONFIDENTIAL" ("**Confidential Information**").

9.3 Procedures for Protection of Confidential Information. To the extent allowed by Law, Applicant must keep all information designated as "Confidential Information" strictly confidential and not disclose any Confidential Information to any person or entity except as expressly provided in these procedures or as otherwise approved in writing in advance by Utility. Applicant must establish commercially reasonable procedures designed to maintain the confidentiality of Confidential Information, which procedures must include, but are not limited to.

(A) Not permitting or making any copies of, or otherwise duplicating, any Confidential Information; and

(B) Keeping all Confidential Information obtained or possessed by Applicant in a secure location.

9.4 Return or Destruction of Confidential Information. Upon Utility's request, Applicant must promptly either return to Utility, or certify the destruction of, all Confidential Information that Applicant received, together with all copies, excerpts, notes and documents derived or generated from the Confidential Information.

9.5 Sharing Confidential Information. Applicant may disclose Confidential Information to its affiliates, attorneys, consultants, contractors and subcontractors (collectively, "**Third Parties**"). Applicant will ensure that these Third Parties abide by the terms of this Confidentiality Section.

9.6 Request for Confidential Information Through Legal Process. Notwithstanding anything to the contrary in this Confidentiality Section, if Applicant is requested by a third party or may be legally compelled to disclose Confidential Information (or portions of it), it must provide Utility with immediate written notice, as soon as practicable in the circumstances, after Applicant learns that a disclosure is requested or may be compelled, so that Utility may seek a protective order, injunction, or any other remedy. The written notice must identify with particularity the Confidential Information that is the subject of the request or

for which disclosure may be compelled. If a protective order, injunction, or other remedy is not obtained, Applicant will furnish only that portion of the Confidential Information that Applicant is legally required to disclose. Applicant will cooperate with Utility's counsel if Utility seeks to obtain a protective order, injunction, or other remedy or other reliable assurance that confidential treatment will be accorded the Confidential Information.

9.7 Rights and Limitations. Utility does not grant any right or license, by implication or otherwise, to Applicant as a result of Utility's disclosure or discussion of Confidential Information. Utility makes no representation or warranties regarding the accuracy or completeness of this information. Applicant expressly recognizes that this information is provided "AS IS, with all faults" and Utility makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.

10. Force Majeure

10.1 Notice of Force Majeure. If any delay due to Force Majeure occurs or is anticipated, the affected Party must promptly notify the other Party in writing of the delay. This notice must include a description of the delay and the cause and estimated duration of the delay. Regardless of the cause, Applicant's failure or inability to pay some or all of the Costs is not a Force Majeure event.

10.2 Duty to Mitigate Effects of Delay. The affected Party must exercise due diligence to shorten, avoid, and mitigate the effects of the delay.

10.3 Notice of Resumption of Performance. The affected Party must promptly notify the other Party in writing when the Force Majeure event has ended and when performance will resume.

10.4 Liability; Termination Option. Utility is not liable to Applicant for Costs incurred as a result of any delay or failure to perform as a result of Force Majeure. In the event of any delay due to Force Majeure, Utility may terminate the Agreement without liability upon 30-days notice to Applicant.

10.5 Notice to Utility's Legal Department. In addition to sending written notice to the Project Coordinator for delay, anticipated delay, and resumption of performance in relation to Force Majeure, Applicant must also send a copy of the notice to Utility's Legal Department at the address specified in the Section 15.2 of the Agreement.

11. Representations

11.1 No Pending Actions, Suits or Proceedings. Applicant represents that to its knowledge as of the date of this Agreement, there are no actions, suits or proceedings pending or threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Agreement.

11.2 Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The persons executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

12. Precedence

12.1 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties in accordance with Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties, and supersede any portion of this Agreement should a conflict arise. Notwithstanding Section 13.8, this Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction. This Section survives default,

expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.

12.2 Integration. This Agreement, together with documents executed with the same formality as this Agreement, represents the entire and integrated agreement between Utility and Applicant and supersedes all prior and contemporaneous oral and written communications, representations, and agreements relating to the subject matter of the Agreement.

13. Miscellaneous Provisions

13.1 Insurance. Applicant must require that the contractor and subcontractors performing work in connection with this Agreement to procure and maintain in effect the insurance coverages set forth in Exhibit D-1 until after Utility's Acceptance of the work. If Applicant performs any work in connection with this Agreement, Applicant must procure and maintain in effect the insurance coverages set forth in Exhibit D-2 until after Utility's Acceptance of the work. The requirements of this "Insurance" Section are not intended to and will not in any manner limit or qualify the liabilities and obligations of Applicant under this Agreement.

13.2 Assignment. This Agreement will be binding upon the successors and assigns of both Parties effective upon receipt of written consent of the non-assigning Party, such consent not to be unreasonably withheld. But either Party may assign this Agreement with written notice, but without the consent of the other Party, to any successor corporation in any merger. However, no assignment is effective until after Applicant's successor or assignee agrees in writing to assume all obligations and liabilities under this Agreement and, in Utility's discretion, provides security in a form acceptable to Utility (such as cash or a letter of credit) for the Allowance or any other credit Applicant receives.

13.3 Limitation of Damages. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any consequential, indirect, exemplary or incidental damages, including but not limited to damages based upon delay, lost revenues or profits. This Section survives default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.

13.4 Choice of Law and Venue. The Agreement is governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of laws provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. Applicant agrees it will not initiate an action against Utility in any other jurisdiction.

13.5 No Waiver. The failure of either Party to enforce any of the provisions of the Agreement at any time, or to require performance by the other Party of any of the provisions of the Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of the Agreement, or the right of any Party to enforce each and every provision.

13.6 Independent Contractor. Applicant is an independent contractor for all purposes of the Agreement, and all persons engaged in fulfilling Applicant's obligation under the Agreement are employees, agents, contractors, or subcontractors of Applicant and not the employees, agents, contractors, or subcontractors of Utility. Nothing in the Agreement or any contract/subcontract by Applicant will create any contractual relationship between Applicant's contractor/subcontractor and Utility.

13.7 Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed the Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any

ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.

13.8 Amendments. Any change, modification, or amendment to the Agreement is not enforceable unless consented to in writing by the Parties and executed with same formality as this Agreement.

13.9 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

13.10 Remedies. All rights and remedies of Utility provided for in the Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to Utility at law, in equity, or otherwise.

13.11 Headings; Exhibits; Cross References. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All exhibits attached to this Agreement are incorporated into the Agreement by reference. All references in this Agreement to Sections, Subsections, and Exhibits are to Sections, Subsections, and Exhibits of or to this Agreement, unless otherwise specified. And, unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine.

13.12 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including but not limited to any standard of custom, "good faith" or reasonableness.

13.13 Severability. If any portion or provision of the Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of the Agreement void, the other portions or provisions of the Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from the Agreement, and the balance of the Agreement will be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

13.14 Counterparts. The Parties may execute this Agreement in counterparts. Each counterpart, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.

13.15 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.

13.16 Joint and Several Liability. [RESERVED].

14. Term and Termination

14.1 Term of Agreement. This Agreement is effective on the Effective Date and will continue for a term of five (5) years unless otherwise terminated under the provisions of this

Agreement. Applicant will not be entitled to any refunds, returns of overpayments, or moneys after the termination of this Agreement.

14.2 Surviving Obligations. Any default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise does not release Applicant from any liability or obligation to Utility for:

(A) Obligations under Section 4.3;

(B) Obligations under Section 4.4;

(C) Obligations under Section 4.7;

(D) Payment of reduction of service or termination charges or providing security in accordance with Section 4.9;

(E) Obligations under Section 6;

(F) Obligations under Section 7;

(G) Obligations under Section 9;

(H) Obligations that arise under Section 13.1; and

(I) Payment of all Costs, whether incurred before or after default, expiration or termination or excuse of performance, and payment of all Costs that result from termination or excuse of performance.

The provisions of Section 3.8, Section 4.5, Section 4.6 and Section 15 continue to apply to this Section.

15. Notices

15.1 Method of Delivery; Contacts. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally or sent by certified mail (postage prepaid, return receipt requested), by facsimile (with electronic confirmation of receipt), or by a recognized international courier, and addressed to the Party's Project Coordinator as follows:

Utility:
NV Energy
JANE KING
Physical Address: NORTH DISTRICT OFFICE
7155 LINDELL ROAD
LAS VEGAS, NV 89118

Mailing Address: 6226 W. SAHARA AVE
P.O. BOX 98910
LAS VEGAS NV 89151-0001
MS B90SD
Telephone No.: 702/402-6806
Fax No.: 702-657-4321
Email Address: JKing@nvenergy.com

Applicant:
JEREMY LEAVITT
JEREMY LEAVITT
Physical Address: 400 N. STEWART AVE

LAS VEGAS, NV 89101

Mailing Address:

Telephone No.: 229-6278
Fax No.:
Email Address:

15.2 Notice to Utility's Legal Department. For any notice given by Applicant to Utility under Section 8 and Section 10, Applicant must also send a copy to:

NV Energy
Attn: Legal Department
6226 West Sahara Avenue, M/S 3A
Las Vegas, Nevada 89146
Fax No.: (702) 402-2069

15.3 Receipt of Notice; Change of Information. Each notice, consent, request, or other communication is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; (C) on the first business day after the facsimile transmission if delivered by facsimile; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its Project Coordinator or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

16. Definitions

In addition to other terms defined elsewhere in this Agreement, the terms below have the following meanings.

16.1 Acceptance: Utility's written acknowledgement that a particular component of applicable drawings or work is, to the best of its knowledge, compliant with applicable Utility Standards.

16.2 Adjustment: Any addition to, alteration, relocation or removal of Utility facilities as might be further described in Exhibit A. Adjustments include without limitation Betterments.

16.3 Advance: Three components consisting of CIAC, Advances Subject to Refund and the Tax Effect.

16.4 Advance Subject to Refund: The portion of the Advance that is eligible for refund.

16.5 Allowance: The amount that, in accordance with Rule 9, Section B.3, reduces the Advance through a credit and possibly a refund.

16.6 Allowance True-Up: The accounting process in which Utility recalculates the Allowance based on Applicant's actual meter sets/units or Applicant's actual Demand and compares this recalculated Allowance to the Initial Allowance.

16.7 Betterment: Any deviation or upgrade in the Adjustment to a Utility facility, made primarily for the benefit and at a Party's voluntary election, that Utility determines is not in accordance with:

(A) Utility's normal design and construction practices with respect to size, type and quality of materials used that is adequate to accommodate Development's Demand, or

(B) The shortest practical route that Utility deems suitable.

16.8 Commission: Public Utilities Commission of Nevada.

16.9 Contributions in Aid of Construction ("**CIAC**"): The portion of the Advance that is not eligible to be offset by the Allowance (other than as specified in Rule 9, Section A.6), and is not eligible for a refund, including but not limited to those Costs referred to in Rule 9, Sections A.3, A.5, A.6, A.9, and A.10.

16.10 Cost or Costs: Direct and related indirect costs associated with this Agreement, including those incurred by Utility in good faith before the Effective Date. Cost or Costs include but are not limited to: permitting; labor; engineering; surveys; material acquisition, handling and storage; contractors and subcontractors; third-party attachments to Utility facilities; administrative and general overheads; local, state and federal taxes and assessments; Allowance for Funds Used During Construction (AFUDC); Proportionate Share Costs; amount(s) the Commission orders Applicant to pay; appraisals; compensation for Property Rights; expenses associated with acquiring easements for Utility facilities whether through negotiation or a condemnation lawsuits; Tax Effect; and improvements to real property that are related to the Utility facilities but not directly related to electrical requirements, such as fencing and landscaping, reduced by any applicable salvage value.

16.11 Cost True-Up: The accounting process in which Utility compares actual Costs to the estimated Costs.

16.12 Demand: Applicant's highest energy consumption recorded within a given period of time after the In-Service Date.

16.13 Development: Applicant's project on the Property for which Applicant has requested Service from Utility which might include new Service and/or the relocation or alteration of existing Utility facilities. Utility will assign a project identification number ("**PID**") to this project.

16.14 Effective Date: Button: The date this Agreement is last signed below.

16.15 Excess Allowance: If Utility performs an Allowance True-Up, the amount Utility will remit to Applicant if the recalculated Allowance is greater than the Initial Allowance (subject to Section 3.3, Limitation on Refunds).

16.16 Force Majeure: An event or condition that is beyond the affected Party's control and occurs without the fault or negligence of the affected Party. Force Majeure may include, but is not limited to, government agency orders, war, riots, acts of terrorism, civil insurrection, fires, floods, earthquakes, epidemics, weather, strikes, lock-outs, work stoppages and other labor difficulties.

16.17 Initial Allowance: The credit for the Allowance that Utility provides Applicant on the Effective Date based on Applicant's representation and Utility's reasonable expectation that the supporting number of meters and/or Demand will be initiated within the 12-month period following the In-Service Date, if any.

16.18 In-Service Date: The date on which Utility energizes the Line Extension Project to provide Service to the Development.

16.19 Laws: Any federal, state, or local code, ordinance, rule, statute, enactment, regulation, or order. Any specific reference to a Law in this Agreement refers to the Law as amended from time to time unless otherwise specified.

16.20 Line Extension Project: The Utility facilities that will be added, altered, relocated or removed in order to provide Service to the Development, as shown on Exhibit A.

16.21 Permit: Any applicable approval, permit, consent, waiver, exemption, variance, franchise, order, authorization, right, action, or license required from any federal, state, or local governmental authority, agency, court or other governmental body having jurisdiction over the matter in question which is necessary for the Parties to perform their obligations under this Agreement and under the applicable Laws. Any specific reference to a Permit in this Agreement refers to the Permit as amended from time to time unless otherwise specified.

16.22 Project Coordinator: The individual with authority to act on behalf of Utility or Applicant for purposes of the Agreement, as identified in Section 15.1.

16.23 Property: The premises owned or controlled by Applicant commonly known as LAS VEGAS BL. AND STEWART and further described as being within 13934512001, 13927804001.

16.24 Property Rights: Real property rights, including but not limited to easements, rights of entry, subordination agreements, conveyances, deeds, transmission use agreements, Permits, prescriptive rights, and rights-of-way.

16.25 Proportionate Share Costs: The amount(s) Applicant must pay in accordance with Rule 9, Section A.16.

16.26 Proportionate Share Refund: The refund Applicant receives if other Utility customers connect to Applicant's line extension and Applicant does not waive the refund, in accordance with Rule 9, Section A.16.

16.27 Rule 1: Utility's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.

16.28 Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules.

16.29 Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of Utility as set forth in its rate schedules and rules for electric customers, as those rates, charges, and rules are amended or supplemented from time to time. However, Rule 9 is the version in effect on the Effective Date.

16.30 Tax Effect: The amount of any gross-up on Utility tax liability under Section 118 of the Internal Revenue Service Code for Advances Subject to Refund, CIAC, and Applicant's

non-cash contributions that Applicant must pay in accordance with NAC § 704.6532 and Rule 9. Any applicable Tax Effect will be payable and applied at the rate in effect in Rule 9 as of the date this Agreement was prepared, which is 07/16/2010.

16.31 Utility Standards: Utility's required design, construction, material, and testing specifications as provided in writing to Applicant on Utility's website, as subsequently revised as deemed appropriate in Utility's discretion.

[signature page to follow]

NVEnergy

RULE 9
LINE EXTENSION AGREEMENT

Agreement No.: GLEA0000193209A
PID: 0000193209
Date Prepared: 07/16/**2010**

UTILITY:

Nevada Power Company d/b/a NV Energy

By: _____

Printed Name: KEITH JACKSON

Title: Suprv Design, New Business LVN

Date: 7/29/10

APPLICANT:

CITY OF LAS VEGAS

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to form

_____ 8/16/10
John S. Ridilla Date
Deputy City Attorney

Exhibit A
Design

[Attached]

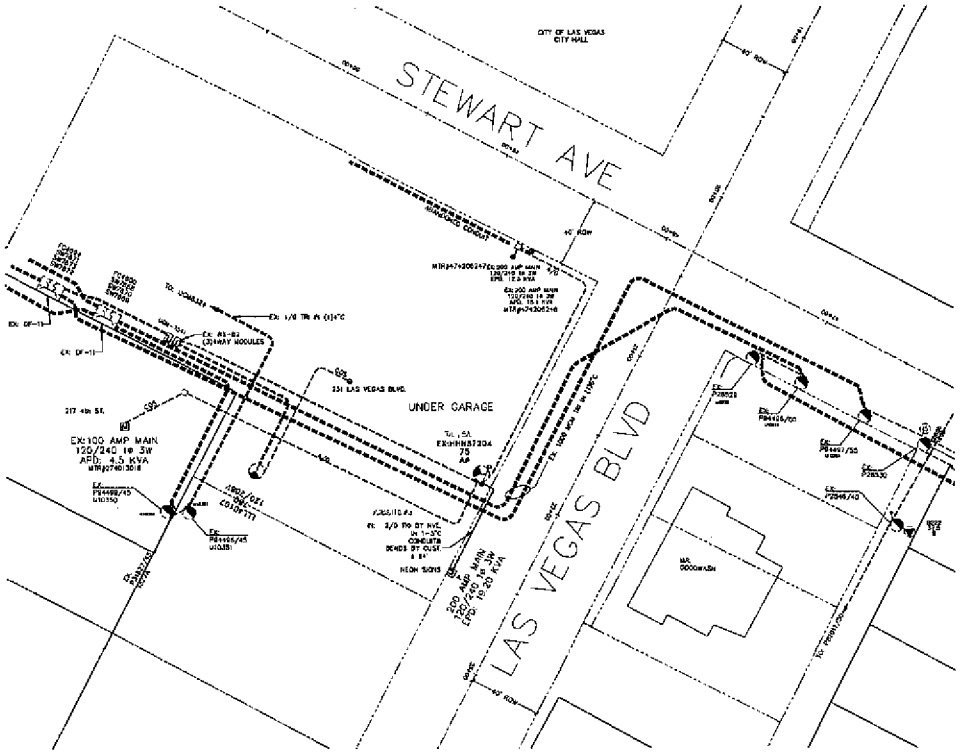

STEWART AVE
LAS VEGAS BLVD
CITY OF LAS VEGAS CITY HALL
231 LAS VEGAS BLVD.
UNDER GARAGE
217 4th ST.
EX. 100 AMP MAIN 120/240 1Φ 3W APP. 4.5 kVA
EX. A1-82 CARWAY MODULES
EX. 1/0 TRI 4% GIOC
EX. DF-11
EX. DF-11
EX. 3/0 TRI DT NVE UN 1-3/C CONDUITS BEND ST OUST 4 EA
NEON SIGNS
EX. 200 AMP MAIN 120/240 1Φ 3W APP. 15.5 kVA
EX. 200 AMP MAIN 120/240 1Φ 3W APP. 15.5 kVA
EX. 1/0 TRI 4% GIOC
EX. 1/0 TRI 4% GIOC
EX. 3/0 TRI DT NVE UN 1-3/C CONDUITS BEND ST OUST 4 EA
EX. 1/0 TRI 4% GIOC
EX. 1/0 TRI 4% GIOC
EX. 1/0 TRI 4% GIOC

Exhibit B
Cost Worksheet

[Attached]

NV ENERGY
PROJECT COST WORKSHEET ("Exhibit B")

Project ID: 0000193209 Title: CLV-NEON SINAGE PHASE 2 Units: 3 KVA: 58

Contract Type: Government LEA Coordinator: JANE KING Version Nbr 1

COST ESTIMATE SUMMARY

Cost Estimate Category	Total Cost Estimate	Total Applicant Cost	Applicant Non-Refundable	NPC Responsibility
Labor & Overhead	$6,060	$6,060	$0	$0
Material & Overhead	$6,553	$6,553	$0	$0
DCA	$0	$0	$0	$0
Trenching	$0	$0	$0	$0
Permits	$0	$0	$0	$0
Salvage	$0	$0	$0	$0
Total	**$12,613**	**$12,613**	**$0**	**$0**

ADVANCE CALCULATION

Cost Item	Cost Subject to Refund	Cost Item	Non-Refundable Cost
Applicant Cost Subject to Refund	$12,613	Applicant Non-Refundable Cost	$0
Equal Participant	$0	Amount Not Subject To Excess Allowance (app. upgrade/relocation, temp power)	$0
Proportionate Share	$0	**Amount Subject to Excess Allowance**	**$0**
Refund Subject To Allowance	$12,613	Excess Allowance	$0
Allowance	$5,054	**Remaining Non-Refundable (Subject to Excess Allowance)**	**$0**
Adjusted Applicant Cost	**$7,559**		
		Amount Not Subject to Excess Allowance	$0
		Attachments To Existing (LE/MP)	$0
Total Subject to Refund	**$7,559**	**Total Non-Refundable Cost**	**$0**
		Non-Taxable Installation Costs	$0
		Removal of Existing Facilities	$0
		Total Non-Taxable Non-Refundable Cost	**$0**
		Total Taxable Non-Refundable Cost	**$0**

ADVANCE SUMMARY

Advance Subject to Refund	
Non-Taxable Advance	$0
Taxable Advance	$7,559
Tax	$2,646
Total Advance Subject to Refund	**$10,205**
Non-Refundable Advance	
Non-Taxable Advance	$0
Taxable Advance	$0
Tax	$0
Trench Tax	$1,365
Total Non-Refundable Advance	**$1,365**
Total Advance	**$11,570**

Current Tax Rate 35.0000%

Total Non-Taxable	$7,559
Total Taxable (Less Tax)	$4,011
Total Tax	
Total Advance	**$11,570**
DIA Credit	0
Total Advance Due	**$11,570**

Date Printed 7/13/2010

Exhibit C
Allowance Worksheet

[Attached]

NEVADA POWER COMPANY
Allowance Calculations ("Exhibit C")

Project ID - 0000193209 **Project Title --** CLV-NEON SINAGE PHASE 2

Existing LoadSw	Schedule Type								
N	LGS-1	Large General Service Commercial	57.60KVA	X	$135.00	(Allowance Multiplier)	=	ELEPA	$7,776.00
	65%	(Build-Out Factor)	37.44KVA	X	$135.00	(Allowance Multiplier)	=	Initial Allowance	$5,054.00
			37.44KVA	X	$0.00	(MP RefundMultiplier)	=	MP Refund Amount	$0.00

Total ELEPA	**$7,776.00**
Total Initial Allowance	**$5,054.00**
Total MP Refund	**$0.00**

ELEPA: Estimated Line Extension Project Allowance

Initial Allowance
The credit for the Allowance that Utility provides Applicant on the Effective Date based on Applicant's representation and Utility's reasonable expectation that the supporting number of meters and/or Demand will be initiated within the 12-month period following the In-Service Date, if any.
Initial Allowance = ELEPA x Build-Out Factor

Build-Out Factor
A multiplier established by Utility to determine the percentage of ELEPA that shall be applied as Initial Allowance in accordance with Rule 9, Section B.3. The multiplier varies by service type and rate class.

Exhibit D-1
Insurance Coverages
(Applicant's Contractors and Subcontractors)

1. Types of Insurance Required. In accordance with the "Insurance" Section of the Agreement, Applicant must cause its contractors and subcontractors who are performing any work in connection with this Agreement to procure and maintain in effect the following (required limits can be met by use of primary, underlying, and umbrella/excess combinations):

   (A) Workers' Compensation and Employer's Liability. Workers' compensation insurance in the form and manner required by the State of Nevada. Employer's liability insurance with the following limits: (1) one million dollars ($1,000,000.00) per each accident; (2) one million dollars ($1,000,000.00) per each employee disease; and (3) one million dollars ($1,000,000.00) in the annual aggregate per each occupational disease.

   (B) Commercial General Liability Insurance. Comprehensive general liability providing bodily injury, property damage, personal injury/advertising injury, premises/operations, and products/completed operations coverage with a per occurrence limit of not less than two million dollars ($2,000,000.00) and an aggregate limit of not less than two million dollars ($2,000,000.00).

   (C) Comprehensive automobile liability with a combined single limit of one million dollars ($1,000,000.00) or a limit of one million dollars ($1,000,000.00) each person and one million dollars ($1,000,000.00) each occurrence.

   (D) Excess or Umbrella Liability Insurance. Excess or umbrella liability with a limit of not less than three million dollars ($3,000,000.00) per occurrence. Except with respect to the workers' compensation insurance, these limits apply in excess of each of the above-mentioned policies.

2. Insurer and Policy Requirements. Each contract of insurance must be with an insurer approved to do business in the State of Nevada, is A-Rated or better by A.M. Best Company and must include the following provisions or endorsements:

   (A) Additional Insured. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability insurance policies and excess/umbrella liability insurance.

   (B) Primary Insurance. Stating that the insurance is primary insurance with respect to the interest of Utility and that any insurance maintained by Utility is excess and not contributory insurance.

   (C) Subrogation Waivers. Providing Utility with waivers of subrogation on all coverages.

   (D) Severability and Cross Liability. Providing for severability of interest or cross liability coverage in the general liability, automobile liability insurance policies and excess/umbrella liability insurance.

   (E) Notice Requirement. Providing that Utility is entitled to 30-days prior written notice before cancellation of the coverage provided above.

3. Notice Requirement. Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.

4. Deductible and Retention Limits. Deductible or retention amounts under the policies described above must not exceed 5% of the per occurrence coverage limits, without the express written consent of Utility.

5. Certificate of Insurance. Before Applicant's contractors or subcontractors commence any work in connection with this Agreement, Applicant must cause its contractors and subcontractors to provide Utility with certificates of insurance that name Utility as additional insured and evidence the coverage required above, including additional insured endorsement numbers. Applicant must cause its contractors and subcontractors to provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.

Exhibit D-2
Insurance Coverages
(Applicant)

1. Types of Insurance Required. In accordance with the "Insurance" Section of the Agreement, Applicant must procure and maintain in effect the following (required limits can be met by use of primary, underlying, and umbrella/excess combinations):

   (A) Workers' Compensation and Employer's Liability. Workers' compensation insurance in the form and manner required by the State of Nevada. Employer's liability insurance with the following limits: (1) one million dollars ($1,000,000.00) per each accident; (2) one million dollars ($1,000,000.00) per each employee disease; and (3) one million dollars ($1,000,000.00) in the annual aggregate per each occupational disease.

   (B) Commercial General Liability Insurance. Comprehensive general liability providing bodily injury, property damage, personal injury/advertising injury, premises/operations, and products/completed operations coverage with a per occurrence limit of not less than two million dollars ($2,000,000.00) and an aggregate limit of not less than two million dollars ($2,000,000.00).

   (C) Automobile Liability Insurance. Comprehensive automobile liability with a combined single limit of one million dollars ($1,000,000.00) or a limit of one million dollars ($1,000,000.00) each person and one million dollars ($1,000,000.00) each occurrence.

   (D) Excess or Umbrella Liability Insurance. Excess or umbrella liability with a limit of not less than three million dollars ($3,000,000.00) per occurrence. Except with respect to the workers' compensation insurance, these limits apply in excess of each of the above-mentioned policies.

2. Insurer and Policy Requirements. Each contract of insurance must be with an insurer approved to do business in the State of Nevada, is A-Rated or better by A.M. Best Company and must include the following provisions or endorsements:

   (A) Additional Insured. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability insurance policies and excess/umbrella liability insurance.

   (B) Primary Insurance. Stating that the insurance is primary insurance with respect to the interest of Utility and that any insurance maintained by Utility is excess and not contributory insurance unless Utility is solely negligent.

   (C) Subrogation Waivers. Providing Utility with waivers of subrogation on all coverages.

   (D) Severability and Cross Liability. Providing for severability of interest or cross liability coverage in the general liability, automobile liability insurance policies and excess/umbrella liability insurance.

   (E) Notice Requirement. Providing that Utility is entitled to 10-days prior written notice before cancellation of the coverage provided above.

3. Notice Requirement. Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.

4. Deductible and Retention Limits. Deductible or retention amounts under the policies described above must not exceed 5% of the per occurrence coverage limits, without the express written consent of Utility.

5. Certificate of Insurance. Before Applicant commences any work in connection with this Agreement, Applicant must provide Utility with certificates of insurance that name Utility as

additional insured and evidence the coverage required above, including additional insured endorsement numbers. Applicant must provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of the Third Amendment to Interlocal Agreement between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding in the amount of $500,000 and extend the project completion date to June 30, 2011 for the design and construction of the Downtown Connector project located along Grand Central Parkway, Casino Center Boulevard, 3rd Street, Main Street, St. Louis Avenue and Paradise Road. This Third Amendment is contingent upon approval at the September 9, 2010 RTC board meeting ($500,000 - RTC) - Wards 3 and 5 (Reese and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $500,000
Funding Source: RTC
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an Interlocal Agreement with the Regional Transportation Commission of Southern Nevada (RTC) on April 18, 2007, a First Amendment to Interlocal Agreement on July 16, 2008 and a Second Amendment to Interlocal Agreement on March 17, 2010 to design and construct the Downtown Connector Bus Rapid Transit project. This Third Amendment to Interlocal Agreement will increase project funding in the amount of $500,000 to cover additional project expenditures, and it will extend project completion date to June 30, 2011. Total cost of the agreement shall not exceed $47,300,000. The Third Amendment to Interlocal Agreement is contingent upon RTC's approval at their September 9, 2010 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Third Amendment to Interlocal Agreement

THIRD AMENDMENT TO INTERLOCAL AGREEMENT

This Amendment to the Interlocal Agreement, made and entered into on September 9, 2010 by and between the City of Las Vegas, Nevada, a political subdivision of the state of Nevada, acting by and through the City Council which is its governing body (hereinafter called "CITY"), and Regional Transportation Commission of Southern Nevada, a political subdivision of the State of Nevada (hereinafter called "RTC").

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another agency; and

WHEREAS, the RTC and the City have entered into several interlocal agreements to enable the RTC to implement a Downtown Connector Project a portion of which will provide rapid transit vehicle roadway improvements along Grand Central Parkway, Casino Center Boulevard, Third Street, Main Street, St. Louis Avenue, and Paradise Road; and

WHEREAS, the RTC intends to add an additional transit station on Grand Central Parkway to facilitate improved access and enhance service to the system's patrons; and

WHEREAS, the CITY and the RTC mutually wish to amend the existing Interlocal Agreement, as originally set forth in the Agreement dated April 18, 2007 and a subsequent Amendments dated July 16, 2008 and March 17, 2010; and

NOW THEREFORE, in consideration of the premises and of the mutual covenants and conditions contained it is agreed as follows:

1. Replace the language of ARTICLE I, RTC AGREES, with the following language: To provide funding for the total cost of the Design Project, Construction Project and Neon Sign Artwork Design, Fabrication and Installation Project according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC. The total cost for engineering design and right-of way engineering of the Design Project shall not exceed forty seven million three hundred thousand dollars ($47,300,000.00). This total cost reimbursement amount supersedes all previous total costs referenced in other interlocal agreements related to this project, dated December 7, 2005 and June 22, 2006. The agreement for $500,000.00 associated with cost increases as a result of construction work are included in and part of the total amount of $47,300,000.00 for the project. By this agreement the parties agree that the total cost reimbursement for this project is intended to be the "not to exceed" amount of $47,300,000.00, inclusive of any other amounts previously authorized in this or other related interlocal agreements referenced above.

2. Extend the term of this agreement in ARTICLE III, IT IS MUTUALLY AGREED, paragraph 2 through June 30, 2011.
3. All the other existing terms and conditions set forth in the original Agreement dated April 18, 2007 and subsequent Amendments dated July 16, 2008 and March 17, 2010 shall remain in full force and effect.

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

APPROVED AS TO LEGALITY AND FORM:

ZEV KAPLAN, General Counsel

DATE OF COUNCIL ACTION:

CITY OF LAS VEGAS

By:_____
OSCAR B. GOODMAN, Mayor

ATTEST:

BEVERLY K. BRIDGES, MMC, City Clerk

APPROVED AS TO FORM:

JOHN S. RIDILLA, Deputy City Attorney

****

DATE OF COMMISSION ACTION:

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

By:_____
LAWRENCE L. BROWN III,
Chairman

ATTEST:

LISA MAGNUSSON, Executive Assistant

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Substructure Installation Agreement between the City of Las Vegas and Nevada Power d/b/a NV Energy for relocation of overhead transmission lines for the City Hall project located at Main Street between Lewis Avenue and Clark Avenue ($84,638.13 - City Facilities Capital Project Fund (CPF) - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $84,638.13
Funding Source: City Facilities CPF
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas is currently in construction for these utility improvements concerning the City Hall project. The utility improvements associated with this agreement will provide for the installation of a substructure for the future relocation of overhead transmission lines. The cost of this project is $84,638.13 and is being funded by City Facilities CPF (Certificate of Participation Bonds [COPS]).

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Substructure Installation Agreement

SUBSTRUCTURE INSTALLATION AGREEMENT

This Substructure Installation Agreement ("**SIA**" or "**Agreement**") is made and entered by and between Nevada Power Company, a Nevada corporation, d/b/a NV Energy ("**Utility**") and City of Las Vegas, a municipal corporation of the State of Nevada, ("**Applicant**"). Utility and Applicant are individually referred to as a "**Party**" and collectively as the "**Parties**."

RECITALS

(A) Applicant owns certain real property currently known as Clark County Assessor parcel numbers (APNs) 139-34-299-002, 139-34-299-009, 139-34-299-010, 139-34-299-012, 139-34-299-025, 139-34-299-026, and 139-34-299-028 and PQ Las Vegas, LLC owns certain real property currently known as APN 139-34-201-022 located in the Las Vegas, Nevada (the "**Property**"). Applicant is developing that property and other property for the City of Las Vegas City Hall Project ("**City Hall Project**").

(B) At Applicant's request and expense and through a Facilities Relocation Agreement dated March 9, 2009 between Utility and Forest City Commercial Development, Inc., a California corporation, (contract no. 08-02161), Utility relocated a portion of the Lewis-Shadow and Garces-Lewis 69kV transmission lines from Garces Substation, then north crossing Garces Ave. and Main St., then northeast along the west side of Main St., past Lewis Ave., crossing Main St., then continuing southeast to Lewis Substation ("**Rerouted Overhead TL Facilities**").

(C) In the future, Applicant would like Utility to underground the Rerouted Overhead TL Facilities ("**Garces-Lewis Relocation**"). Before Utility will underground those facilities, Utility must receive all Property Rights it deems necessary for the Garces-Lewis Relocation, the Parties must sign a relocation agreement for the Garces-Lewis Relocation acceptable to Utility ("**FRA U/G**") and certain property owners must sign Utility's then current, standard Transmission Use Agreement.

(D) Before Utility performs design work for the Garces-Lewis Relocation and the Parties sign the FRA U/G, Applicant would like to trench, install conduit, splice vaults, manholes and pull boxes, backfill, and perform other substructure work associated with the future Garces-Lewis Relocation in accordance with the drawings attached to this SIA as Exhibit C on a portion of the Property between Lewis Avenue and Clark Avenue ("**Substructure Installation**").

(E) At the request of and to accommodate the Applicant's construction schedule for the City Hall Project, Utility agrees that Applicant may perform the Substructure Installation provided Applicant complies with this SIA.

(F) Applicant agrees to pay for all Costs associated with the Substructure Installation, to provide Utility with all Property Rights Utility deems necessary for the Garces-Lewis Relocation, including an easement in the form attached as Exhibit D-2, and to obtain or cause third parties to provide Property Rights Utility deems necessary for the Garces-Lewis Relocation, including easement(s) in the form attached as Exhibit D-1.

(G) Applicant acknowledges that Utility might not use any of the Substructure Installation installed under this SIA for the Garces-Lewis Relocation or any other project.

(H) Applicant acknowledges that (1) it must follow Utility's procedures for identifying and resolving conflicts between the City Hall Project and Utility's above-ground and underground electric transmission and distribution facilities, (2) Applicant must (at Applicant's expense) remove any improvements that Utility, in its discretion, determines are in conflict and (3) Utility will only waive or approve a particular conflict through Utility's standard use agreement signed by the property owner(s) and Utility, duly notarized, and recorded.

In consideration of the above recitals, mutual covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

AGREEMENT

DEFINITIONS

In addition to other terms defined elsewhere in this Agreement, when the following terms appear, whether used in the singular or plural, they have the following meanings.

1.1 Conduit Systems: All facilities constructed and equipment installed under this Agreement in connection with the Substructure Installation, including but not limited to conduit, splice vaults, manholes, and pull boxes.

1.2 Contributions in Aid of Construction ("**CIAC**"): Costs including, but not limited to, those referred to in Rule 9, Sections A.3, A.5, A.6, A.9, and A.10.

1.3 Costs: Direct and related indirect costs associated with this Agreement, including but not limited to: permitting; labor; inspection; engineering; contractors and subcontractors; third-party attachments to Utility facilities; administrative and general overheads; local, state and federal taxes and assessments; Allowance for Funds Used During Construction [AFUDC]; litigation guarantees; appraisals; attorneys' fees and expenses; acquisition of and compensation for Property Rights; expenses associated with acquiring an easement(s) for the Garces-Lewis Relocation whether through negotiation or a condemnation lawsuit(s); proportionate share attachments; and improvements to real property that are related to the Garces-Lewis Relocation but not directly related to electrical requirements, such as fencing and landscaping, reduced by any applicable salvage value.

1.4 CTO Package: Construction turnover package that generally contains a copy of Exhibit C and Utility's installation specifications for the Substructure Installation.

1.5 Effective Date: The date this Agreement is last signed below.

1.6 Laws: Any federal, state, or local code, ordinance, rule, statute, enactment, regulation, or order. Any specific reference to a Law in this Agreement refers to the Law as amended from time to time unless otherwise specified.

1.7 Permit: Any applicable approval, permit, consent, waiver, exemption, variance, franchise, order, authorization, right, action, or license required from any federal, state, or local governmental authority, agency, court or other governmental body having jurisdiction over the matter in question which is necessary for the Parties to perform their obligations under this Agreement and under the applicable Laws. Any

specific reference to a Permit in this Agreement refers to the Permit as amended from time to time unless otherwise specified.

1.8 Project Manager: The individual appointed by each Party to serve as the single point of contact for all issues relating to the Agreement.

1.9 Property Rights: Real property rights such as easements, rights of entry, subordination agreements, conveyances, deeds, transmission use agreements, Permits, prescriptive rights, and rights-of-way.

1.10 Rule 1: Utility's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.

1.11 Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules and is the version in effect as of the Effective Date unless stated otherwise. The applicable provisions of Rule 9 apply to this Agreement.

1.12 Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of the Utility as set forth in its rate schedules and rules for electric customers, as those rates, charges, and rules are amended from time to time unless stated otherwise.

1.13 Tax Effect: The amount of any gross-up on Utility tax liability under Section 118 of the Internal Revenue Service Code for CIAC and Applicant's non-cash contributions that Applicant must pay in accordance with the Nevada Administrative Code (NAC) § 704.6532 and Rule 9, as amended.

1.14 Utility Standards: Utility's required design, construction, material, and testing specifications as provided in writing to Applicant on Utility's website or otherwise, as subsequently revised as deemed appropriate in Utility's discretion.

2. PROJECT SCOPE

2.1 Utility's Scope of Work. Utility will, at Applicant's Cost, perform (or cause to be performed) the following in association with this Agreement:

(A) Perform Property Rights research and, as necessary, prepare and review Property Rights documents.

(B) Review Applicant's survey data.

(C) Provide a CTO Package to Applicant within ten business (10) days after the Effective Date.

(D) Inspect the Substructure Installation.

2.2 Applicant's Scope of Work. In addition to other obligations identified in this Agreement, Applicant must (at no expense to Utility) perform the following:

(A) Construct, and cause its agents, contractors and subcontractors (all of whom must be approved in advance, in writing, by Utility) to construct, the Substructure Installation in accordance with Exhibit C, or any amendments to it, using a contractor and/or subcontractor(s) acceptable to NV Energy.

(B) Construct, and cause its agents, contractors and subcontractors to construct, the Substructure Installation in accordance with all applicable Laws (such as OSHA), Utility Standards, the Tariff Schedules, and the National Electrical Safety Code.

(C) Coordinate construction activities inside any Utility Property Rights (that are performed on Applicant's behalf) with Utility and have a Utility inspector on-site during the Substructure Installation.

(D) During Substructure Installation:

(1) Provide, within five (5) days prior to commencement of excavation, center line stakes and offset stakes at 25' intervals with grades to bottom of trench, and provide staking table with offsets and grades and control points;

(2) Provide offset stakes with grades to all corners of manholes, splice vaults and hand holes (not to corner of pad);

(3) Collect, and provide to Utility within five (5) days of its written request, as-built data at each staked location which must consist of the horizontal distance from offset stake, depth to bottom of trench, depth to top of conduit bundle and depth to top of concrete, and provide staking table with offsets and grades and control points;

(4) Collect, and provide to Utility within five (5) days of its written request, as-built data to identify the depth of all manholes, splice vaults and hand holes, and provide staking table with offsets and grades and control points;

(5) Provide Utility immediate access to site, trench, conduit, manholes, and splice vaults; and

(6) Provide Utility a minimum of 48 hours notice before installing any duct bank encasement.

(E) Prepare and, after the Substructure Installation is complete, provide Utility with as-built legal descriptions for the Conduit Systems.

3. APPLICANT'S ACTIVITIES AROUND AND DAMAGE TO UTILITY FACILITIES

3.1 Damage to Utility Facilities. If Applicant, its agents, its contractors, or its subcontractors damage, have damaged, render unsafe or have rendered unsafe Utility's above-ground or underground distribution and transmission facilities located within or adjacent to the Property or City Hall Project area, Applicant must (A) pay all Costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed, and (B) provide or obtain Property Rights in Utility's name for the relocated facilities and/or new facilities, at no expense to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights).

3.2 Resolution of Conflicts with Utility's Property Rights and Payment of Costs. If Utility determines, in its discretion, that Applicant, its agents, its contractors, or its subcontractors interfered with Utility's Property Rights located on or adjacent to the Property or City Hall Project area, Applicant must (A) pay all Costs incurred by Utility that are associated with the interference and (B) either remove the interference and return the Property Rights area to a condition that is usable by Utility or provide or obtain replacement Property rights in Utility's name, at no expense to Utility and in a location and form satisfactory to Utility (including but not limited to the type of Property Rights, the dimensions of the Property Rights area, and terms and conditions of the Property Rights).

3.3 Prohibition Against Certain Activities During the Substructure Installation. At a minimum, Applicant:

(A) Must not change the grade, install signs, construct metallic fences or other structures, or obstruct Utility's access to any Utility facilities.

(B) Must not stockpile, or allow others including its agents, contractors and subcontractors to stockpile, materials and/or equipment over or under any Utility facilities.

3.4 Prohibition Against Other Activities Inside the Utility's Property Rights and Under the Utility Facilities. At all times, Applicant must not conduct, or allow others including its agents, contractors and subcontractors to conduct, any other activities inside Utility's Property Rights and under any Utility facilities unless Applicant obtains Utility's prior written consent.

4. GUARANTEES

4.1 Guarantee Against Defects. Applicant guarantees, regardless of Utility's acceptance of the Conduit Systems, all work Applicant and its contractors/subcontractors perform and all material they furnish under this Agreement against defects in materials and workmanship beginning at the time of the installation of cable system and ending one year after the Garces-Lewis Relocation is complete and energized.

4.2 Utility's Option to Remedy Defect. Utility may, at its option and Applicant's sole Cost, either itself remedy or require Applicant to remedy any defect in materials or workmanship provided by Applicant and its contractors/subcontractors that develop during the guarantee period provided for in Section 4.1. The option and obligation to repair extend to any damage to facilities or work caused by the particular defect or repair of the defect. Applicant must remedy the defect(s) to Utility's satisfaction. Should Utility choose to remedy a defect, Applicant must pay Utility all Costs incurred within 30 days of receiving an invoice from Utility.

5. LIENS; OWNERSHIP AND USE OF THE CONDUIT SYSTEMS

5.1 Applicant Must Keep the Conduit Systems Free of Liens. Applicant must keep the Conduit Systems free and clear of any lien, claim, judgment, security interest, and encumbrance ("**Lien**") arising out of the purchase, design, installation, construction, and inspection of the Substructure Installation ("**Work**") by Applicant, its contractors,

its subcontractors of any tier, and all laborers, materialmen, mechanics, and other similar persons.

5.2 Applicant's Obligation to Discharge the Lien. If any Lien arising out of the Substructure Installation is filed before or after Work is completed, and Utility provides Applicant written notice of the Lien, Applicant must obtain the release of (or otherwise satisfy) the Lien within 10 days of receiving notice. If Applicant fails to do so, (A) Utility may take such steps and make such expenditures as, in its discretion, it deems advisable to obtain release of or otherwise satisfy the Lien or Liens, and (B) Applicant will, upon demand, reimburse Utility for all costs incurred and expenditures made by Utility in obtaining the release or satisfaction

5.3 Laws Related to Processing Liens. Except as required by applicable Law, Applicant's obligation to indemnify Utility from Liens will not in any way be rendered unenforceable, or altered, amended, eliminated, or otherwise conditioned by any Laws related to processing such Liens. Except as required by applicable Law, Utility will have no obligation to deliver a copy of any notice of claim or right to a Lien to Applicant or any other person or entity.

5.4 Ownership of Conduit Systems. The Conduit Systems will become property owned and controlled by Utility after (A) Applicant and Utility sign the FRA U/G, (B) the duct bank system for the entire Garces-Lewis Relocation is installed, (C) Utility approves the condition of the Conduit Systems and determines it will use some or all of the Conduit Systems, (D) Applicant provides Utility with lien releases Utility requests for the Work and (E) Utility receives all Property Rights it deems necessary for the Garces-Lewis Relocation. To evidence the transfer of title to Utility of the Conduit Systems, within ten (10) business days of Utility's request, Applicant must sign and deliver to Utility a bill of sale in a form acceptable to Utility.

5.5 Obligation to Maintain/Repair Conduit Systems. Applicant must maintain, repair, and (if necessary) replace the Conduit Systems. If Utility installs cable and other equipment in all or a portion of the Conduit Systems in connection with the FRA U/G, Utility will be deemed to accept that portion of the Conduit Systems in which Utility actually installs cable/other equipment. Before Utility installs cable/other equipment in the Conduit Systems, Applicant must video inspect, re-mandrel, re-mule tape, and repair the conduit, as required by Utility and at Applicant's expense. If all or a portion of the Conduit Systems cannot be repaired, Applicant (at its expense) must replace that Conduit System. At Applicant's expense, Utility's underground inspector must then inspect and release the Conduit Systems. Applicant's obligation under this Section terminates upon Utility acceptance of the Conduit Systems (as defined above).

5.6 Obligation to Maintain Buffer Around Conduit Systems. Applicant (A) must not install, or allow any third party to install, any facilities within a three (3) foot horizontal distance to the duct bank for the Conduit Systems from a point two (2) feet below the duct bank to the surface and (B) must not allow any facilities to cross over or under the Conduit Systems unless those facilities have a minimum of two (2) feet of clear space to the encasement and cross at an angle of (+/-) 45 degrees – all as

shown on the diagram attached as Exhibit F. For purposes of this Section, "duct bank" means the outer limits of the concrete encasing the embedded Conduit Systems.

5.7 No Obligation to Use Conduit Systems. Utility is not obligated to use any portion of the Conduit Systems for the Garces-Lewis Relocation or any other Utility project.

5.8 No Reimbursement Right. Applicant is not entitled to reimbursement of any money paid under this Agreement even if Utility uses none or only some of the Conduit Systems for the Garces-Lewis Relocation or another Utility project.

6. SITE ACCESS, INFORMATION REQUESTED BY UTILITY, PROPERTY RIGHTS, AND APPLICABLE PERMITS

6.1 Access on Applicant's Property. Applicant must permit Utility access to, over, and across, any property owned or controlled by Applicant, as Utility deems necessary for the purposes of carrying out this Agreement.

6.2 Obligation to Acquire and Convey Property Rights. Applicant must, without expense to Utility, grant and convey (or use commercially reasonable efforts to obtain for Utility) all Property Rights in a manner that is satisfactory to Utility as to type, location and form (including, but not limited to, the dimensions of the Property Rights area and terms and conditions relating to the Property Rights) that Utility deems it requires for the Garces-Lewis Relocation (or any portion of it). In Utility's discretion and at Applicant's Cost, Utility may obtain an appraisal(s) of the Property Rights. If Applicant cannot obtain one or more Property Rights, Utility (at Applicant's Cost) will, if permitted by Law, acquire those Property Rights so that they are satisfactory to Utility as to type, location and form (including, but not limited to, the dimensions of the Property Rights area and terms and conditions relating to the Property Rights). Applicant must deliver to Utility the original, fully signed Property Rights at the time or before the FRA U/G is signed. Utility will then record those Property Rights.

(A) Form of Easement: Non-Government Entities. With respect to easements from property owners that are non-government entities, Applicant must cause to be executed the easement in the form attached to this Agreement as Exhibit D-1.

(B) Form of Easement: Government Entities. With respect to easements from property owners that are government entities like Applicant, Applicant must execute or cause those property owners to execute the easement attached to this Agreement as Exhibit D-2.

6.3 Information Provided by and Needed from Applicant. Applicant understands that Utility relies on information provided by Applicant when performing Utility's obligations under this Agreement. Applicant understands that it has a continuing obligation to provide to Utility the most current and accurate information concerning Applicant's City Hall Project and any other project that might impact the Rerouted Overhead TL Facilities, the Garces-Lewis Relocation and any other Utility facilities. Applicant also understands that Utility is not aware of and cannot know all surface and subsurface field conditions. Notwithstanding anything to the contrary in this Agreement, Applicant assumes all responsibilities, liabilities, and Costs for repair,

replacement, redesign, modification or other work to the facilities associated with this Agreement: (a) resulting from or arising out of incomplete, inaccurate or outdated data and other information supplied to Utility by Applicant; (b) resulting from or arising out of changes affecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; (c) resulting from or arising out of surface or subsurface field conditions; or (d) that were installed based on surveys or staking provided by Applicant or Applicant's contractors, subcontractors, or agents that are found to be located outside the recorded Property Rights granted for such facilities.

6.4 Obligation to Provide Information to Utility. Within ten (10) business days after Utility's written request, Applicant must provide information and documentation requested by Utility, such as information and documentation relating to the City Hall Project, to the amount(s) Applicant paid, if any, for third-party Property Rights, and, to the actual cost of Applicant's non-cash contributions to Utility pursuant to Rule 9, Section A.12.

7. COST RESPONSIBILITY, PAYMENT AND SETTLEMENT

7.1 Responsibility for Costs.

(A) General Obligation. Applicant is responsible for all Costs associated with this Agreement.

(B) Purchase Order. Applicant must deliver a purchase order to Utility in the amount of the Estimated Cost. Utility has no obligation to continue or begin any work in connection with this Agreement until after it receives the purchase order from Applicant.

(C) Modified Purchase Order. At any time after Utility receives the purchase order required by Section 7.1(B), Utility may send Applicant a written request to increase the purchase order. Within thirty (30) days after the date identified on that request, Applicant must deliver the modified purchase order to Utility. If Applicant does not deliver the modified purchase order to Utility before that 30-day period expires, Utility (without liability to Applicant) may stop performing under this Agreement.

(D) Increased Costs. If a condition in the field or some other event (such as surface or subsurface field conditions or conditions in a Permit) affects construction of the Substructure Installation, affects Utility's ability to perform its Section 2.1 scope of work or increases the Cost of the Substructure Installation, Applicant is responsible for those increased Costs.

7.2. Estimated Cost. The estimated Cost is $84,638.13 ("**Estimated Cost**"). The actual Costs might be more or less than the Estimated Cost and it is possible that not all Costs are identified on Exhibit B; however, Applicant is required to pay the actual Costs. Any applicable Tax Effect is not being calculated currently but will be payable by Applicant under the FRA U/G and applied using the rate in effect in Rule 9 as of the date the subsequent FRA U/G is signed.

7.3. Cost True-Up. No later than 60 days after the In-Service Date and after all Costs have been recorded, Utility will conduct a project audit and true-up to compare the Estimated Cost to the actual Costs associated with this Agreement, as amended, and with the Design Cost Agreement ("**Cost True-up**"). Utility will either invoice or refund the difference to Applicant.

7.4. Invoicing. Utility may periodically invoice Applicant for its Costs under this Agreement. Applicant must pay all invoices, even if Utility sends Applicant an invoice after Utility performed a Cost True-up and even if Utility provided a refund.

7.5. Payment of Invoices; Work Stoppage for Non-Payment. No later than thirty (30) days after receiving an invoice from Utility, Applicant must pay the invoice in full. If Utility does not receive timely payment, then Utility, in its discretion and without liability to Applicant, may stop performing under this Agreement. Any delay in payment might result in a delay in completion of the Substructure Agreement or cause Utility not to accept the Substructure Installation.

7.6. No Interest on Amounts Paid by Applicant. Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.

7.7. Interest on Amounts Due Utility. Any amount unpaid by Applicant and due under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Money Rates section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility.

7.8. Right to Set Off.

(A) Utility's Right to Set Off Amounts Owing. Utility may set off any sum or obligation (whether or not arising under this Agreement) owed by Utility to Applicant against any sum or obligation (whether or not arising under this Agreement) owed by Applicant to Utility.

(B) Utility's Right to Withhold Additional Amount. Utility may also deduct the following from any sum or obligation (whether or not arising under this Agreement) owed by Utility to Applicant:

(1) The value of any claim against Utility that Applicant has failed to settle in accordance with an indemnity obligation; and

(2) The amount to resolve all conflicts between the City Hall Project and any Utility facilities located within or adjacent to the Property or City Hall Project area (see Section 3.1).

(3) The amount to resolve all conflicts between the City Hall Project and Utility's Property Rights located within and adjacent to the City Hall Project (see Section 3.2).

(C) Other Rights and Remedies. If Utility offsets any amount in accordance with this Section, Utility may still pursue all other rights and remedies it may have.

8. DEFAULT, TERM, AND OBLIGATIONS SURVIVING TERMINATION

8.1 Default.

(A) Procedure. If a Party ("**Defaulting Party**") fails to comply with the terms and conditions of this Agreement and the failure continues for 30 days after the Defaulting Party receives written notice of the particular failure from the other Party ("**Non-Defaulting Party**"), then the Non-Defaulting Party is entitled to declare a default. The Non-Defaulting Party is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date is not an event of default.

(B) Notice to Utility's Legal Department. In addition to sending written notice to Utility's Project Manager, Applicant must also send a copy of that notice to Utility's Legal Department at the address specified in the "Notices" Section of this Agreement.

8.2. Term of Agreement. This Agreement is effective on the Effective Date. Unless termination occurs as may be provided for in any other section in this Agreement, this Agreement terminates five (5) years from the Effective Date.

8.3. Section 8.3 True Up. If the Agreement terminates and Utility has not performed a Section 7.3 Cost True-up, then no later than sixty (60) days after all Costs have been recorded, Utility will conduct a project audit and true-up to compare the Estimated Cost to the actual Costs associated with this Agreement. Utility will either invoice or refund the difference to Applicant. This Section survives termination of this Agreement.

8.4. Obligations Surviving Default or Termination. Any default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise does not release Applicant from any liability or obligation to Utility for:

(A) Paying all Costs associated with the Agreement, whether incurred before or after excuse of performance, default or termination, and paying all Costs that result from excuse of performance, termination or a Party's default.

(B) Resolving all conflicts between Applicant's City Hall Project and Utility's distribution and transmission facilities located within or adjacent to Applicant's project, at Applicant's Cost.

(C) Resolving all conflicts between Applicant's City Hall Project and Utility's Property Rights within and adjacent to Applicant's City Hall Project.

(D) Applicant's obligations under Section 3.

(E) Applicant's obligations under Section 4.

(F) Applicant's obligations under Section 5.

(G) Applicant's obligations under Section 6.

(H) Applicant's obligations under Section 10.

(I) Applicant's obligations under Section 11.

The provisions of Section 7.4, Section 7.5, Section 7.6, Section 7.7 and Section 7.8 continue to apply to Section 8.4.

9. PRECEDENCE

9.1 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties pursuant to Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties, and supersede any portion of this Agreement should a conflict arise. However, the applicable portions of Rule 1 and Rule 9 that relate to Section 7 of this Agreement are the versions of those rules that are in effect as of the Effective Date. This Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction.

9.2 Integration. This Agreement, together with all other written agreements executed with the same formality as this instrument directly in connection with the City Hall Project such as the Design Cost Agreement, represent the entire and integrated agreement between Utility and Applicant and supersede all prior and contemporaneous oral and written communications, representations, and agreements relating to the subject matter of the Agreement.

10. CONFIDENTIALITY

10.1 Exchanging Information. Utility might provide Applicant with information to be used in complying with the Agreement. Some or all of this information, including, but not limited to, oral information, documents, supplier information, files, drawings, and data, might be confidential.

10.2 Labeling Information Confidential. If Utility wants information to be treated as confidential, Utility must label the written information as "CONFIDENTIAL" ("**Confidential Information**").

10.3 Procedures for Protection of Confidential Information. To the extent allowed by Law, Applicant must keep all information designated as "Confidential Information" strictly confidential and not disclose any Confidential Information to any person or entity except as expressly provided in these procedures or as otherwise approved in writing in advance by Utility. Applicant must establish commercially reasonable procedures designed to maintain the confidentiality of Confidential Information, which procedures must include, but are not limited to.

(A) Not permitting or making any copies of, or otherwise duplicating, any Confidential Information; and

(B) Keeping all Confidential Information obtained or possessed by Applicant in a secure location.

10.4 Return or Destruction of Confidential Information. Upon Utility's request, Applicant must promptly either return to Utility, or certify the destruction of, all Confidential Information that Applicant received, together with all copies, excerpts, notes and documents derived or generated from the Confidential Information.

10.5 Sharing Confidential Information. Applicant may disclose Confidential Information to its affiliates, attorneys, consultants, contractors and subcontractors (collectively, "**Third Parties**"). Applicant will ensure that these Third Parties abide by the terms of this Confidentiality Section.

10.6 Request for Confidential Information Through Legal Process. Notwithstanding anything to the contrary in this Confidentiality Section, if Applicant is requested by a third party or may be legally compelled to disclose Confidential Information (or portions of it), it must provide Utility with immediate written notice, as soon as practicable in the circumstances, after Applicant learns that a disclosure is requested or may be compelled, so that Utility may seek a protective order, injunction, or any other remedy. The written notice must identify with particularity the Confidential Information that is the subject of the request or for which disclosure may be compelled. If a protective order, injunction, or other remedy is not obtained, Applicant will furnish only that portion of the Confidential Information that Applicant is legally required to disclose. Applicant will cooperate with Utility's counsel if Utility seeks to obtain a protective order, injunction, or other remedy or other reliable assurance that confidential treatment will be accorded the Confidential Information.

10.7 Rights and Limitations. Utility does not grant any right or license, by implication or otherwise, to Applicant as a result of Utility's disclosure or discussion of Confidential Information. Utility makes no representation or warranties regarding the accuracy or completeness of this information. Applicant expressly recognizes that this information is provided "AS IS, with all faults" and Utility makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.

11. INSURANCE AND INDEMNIFICATION

11.1 Insurance. Applicant must procure and maintain in effect and provide, and cause its contractors and subcontractors who are performing work in connection with this Agreement to procure and maintain in effect, the insurance coverages set forth in Exhibit E until after construction of the Substructure Installation is complete. The requirements of this "Insurance" Section are not intended to and will not in any manner limit or qualify the liabilities and obligations of Applicant under this Agreement.

11.2 [INTENTIONALLY OMITTED]

12. REPRESENTATIONS

12.1 Utility's Standing in Nevada. Utility represents that, as of the date of this Agreement, it is duly organized, validly existing and in good standing under the laws of the State

of Nevada with the valid corporate power to enter into and perform all of its obligations under this Agreement.

12.2 Applicant's Standing in Nevada. Applicant represents that, as of the date of this Agreement, it (A) is duly organized, validly existing and in good standing under the laws of the State of California, (B) is registered as a foreign corporation, if applicable, and (C) is licensed to do business in the State of Nevada, and (D) has valid corporate or governmental power to enter into and perform all of its obligations under this Agreement.

12.3 Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The persons executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

13. NOTICES

13.1 Method of Delivery. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally or sent by certified mail (postage prepaid, return receipt requested), by facsimile (with electronic confirmation of receipt), or by a recognized international courier, and addressed to the Party's Project Manager as identified in Exhibit A.

13.2 Receipt of Notice; Change of Information. Each notice, consent, request, or other communication is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; (C) on the first business day after the facsimile transmission if delivered by facsimile; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its Project Manager or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

13.3 Reference to Contract Number. Applicant must include a reference to contract number 10-00212 in any notice to Utility and when paying any invoice.

13.4 Notice to Utility's Legal Department. For all notices given by Applicant to Utility under Section 8, Section 10, Section 13, or Section 14.5, Applicant must also send a copy of the notice to:

NV Energy
Attn: Legal Department
6226 West Sahara Avenue, M/S 3A
Las Vegas, NV 89146
FAX: (702) 402-2069

14. MISCELLANEOUS PROVISIONS

14.1 Limitation of Damages. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any consequential, indirect, exemplary or incidental damages, including, but not limited to, damages based upon delay, lost revenues or profits.

14.2 No Waiver. The failure of either Party to enforce any of the provisions of the Agreement at any time, or to require performance by the other Party of any of the provisions of the Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of the Agreement, or the right of any Party to enforce each and every provision.

14.3 Amendments. Any changes, modifications, or amendments to this Agreement are not enforceable unless consented to in writing by the Parties and executed with the same formality as this Agreement.

14.4 Counterparts. The Parties may execute this Agreement in counterparts. Each of these counterparts, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.

14.5 Assignment. This Agreement is binding upon the successors and assigns of both Parties effective upon receipt of written consent of the non-assigning Party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement with written notice, but without the consent of the other Party, to any successor corporation in any merger. Applicant's successor or assignee must agree in writing to assume all obligations and liabilities under this Agreement.

14.6 Choice of Law and Venue. This Agreement is governed by and will be construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of laws provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. Applicant agrees it will not initiate an action against Utility in any other jurisdiction.

14.7 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. This discretion is not subject to any external standard, including, but not limited to, any standard of custom, "good faith" or reasonableness.

14.8 Commercially Reasonable Efforts. Reference in this Agreement to the "commercially reasonable efforts" of a Party means that, with respect to a given goal, the efforts that a reasonable person in the position of that Party would use so as to achieve that goal as expeditiously as possible.

14.9 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

14.10 Remedies. All rights and remedies of the Parties provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other available remedies at law, in equity, or otherwise.

14.11 Headings; Exhibits; Cross References. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All exhibits attached to this Agreement are incorporated into the Agreement by reference. All references in this Agreement to Sections, Subsections, and Exhibits are to Sections, Subsections, and Exhibits of or to this Agreement, unless otherwise specified.

14.12 Severability. If any portion or provision of the Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of the Agreement void, the other portions or provisions of the Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from the Agreement, and the balance of the Agreement will be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

14.13 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.

14.14 Independent Contractors. Each Party is not and will not be deemed to be, for any purpose, the agent, representative, contractor or employee of the other by reason of this Agreement.

[signature page to follow]

SUBSTRUCTURE INSTALLATION AGREEMENT

NEVADA POWER COMPANY
d/b/a NV Energy

By: _____
Adelma Thom
Sr. Project Manager

Date: _____

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman
Mayor

Date: _____

ATTEST:

By: _____
Beverly K. Bridges, MMC
City Clerk

Date: _____

APPROVED as to form:

By: John S. Ridilla
John S. Ridilla
Deputy City Attorney

Date: 8/19/10

SUBSTRUCTURE INSTALLATION AGREEMENT

Exhibit A

Agreement Contacts

Utility (Nevada Power Company d/b/a NV Energy)	
Address	6226 W. Sahara Ave. Las Vegas, NV 89146
Mailing Address	P.O. Box 98910, M/S 10 Las Vegas, NV 89151-0001
Project Manager	Adelma Thom
Telephone	(702) 402-5033
FAX	(702) 402-5489
Email	AThom@nvenergy.com

Applicant (City of Las Vegas, Department of Public Works)	
Address	400 Stewart Avenue Las Vegas, Nevada 89101
Project Manager	Jeremy P. Leavitt, P.E.
Telephone	(702) 229-6278
Cellular Telephone	(702) 376-7098
FAX	(702) 382-3232
Email	jeleavitt@lasvegasnevada.gov

Exhibit B

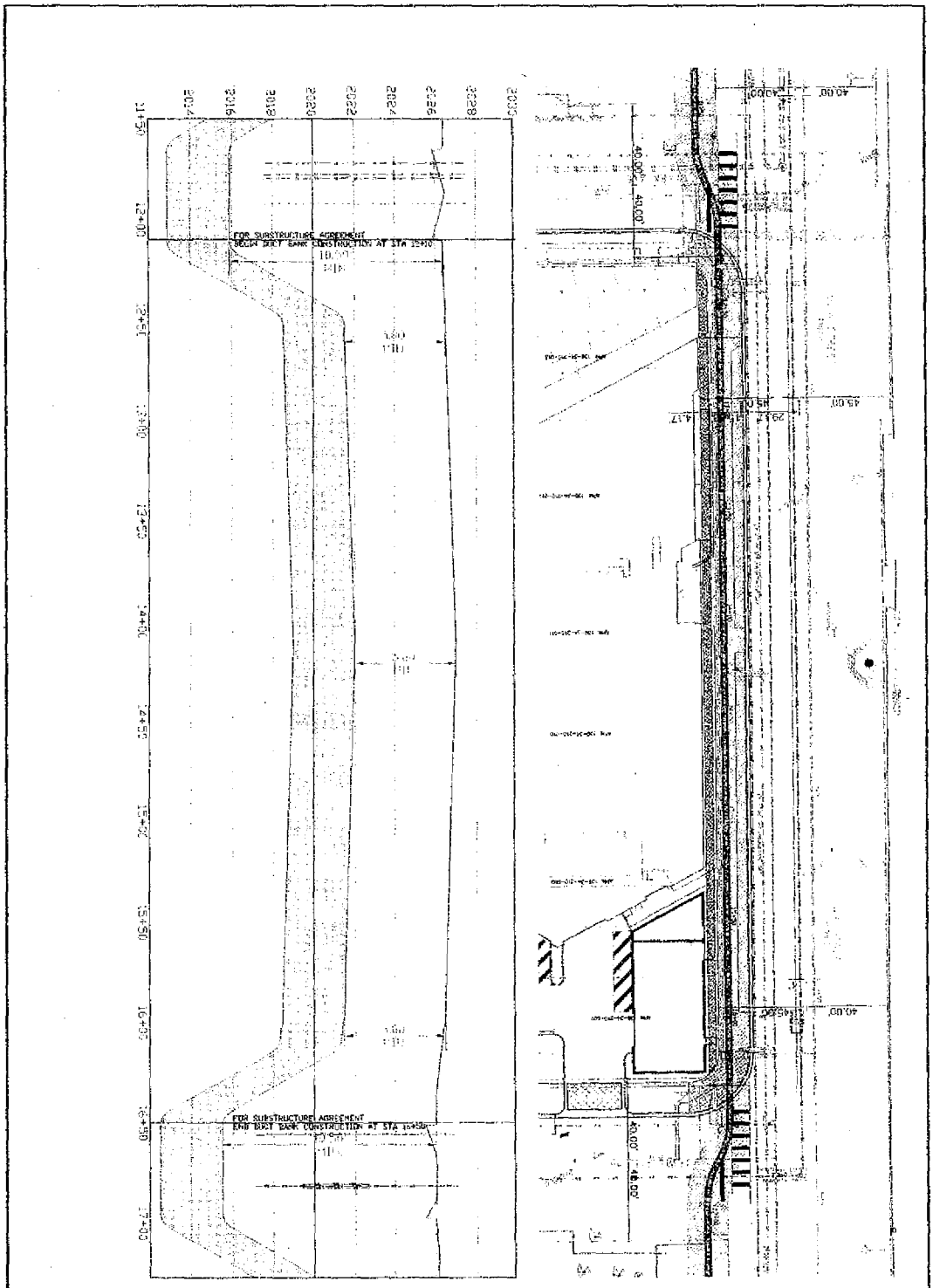
Estimated Cost

Description	Amount
Construction Management	$15,562.65
Land Services and Survey	$7,242.41
Transmission Engineering	$7,028.57
Labor and Transportation Overheads	$29,860.62
A & G Loading	$1,031.00
Project Supervision (clearing)	$4,381
Sub Total	**$65,106.25**
30% Contingency	**$19,531.88**
Estimated Cost	**$84,638.13**

Exhibit C

Drawings (Sheet 1)

[Attached]



GARCES-LEWIS-SHADOW 69kV LINE

DUCT BANK PLAN and PROFILE
CLARK AVE to LEWIS AVE
LAS VEGAS CITY HALL PROJECT

NVEnergy.

DESCRIPTION REVISION RECORD

ISSUED FOR: REVIEW BID CONSTRUCTION

Exhibit D1

(Form) Grant of Easement
(Underground Electrical and Communication Facilities)

[Attached]

APN: {insert APN or APNs}

WHEN RECORDED MAIL TO:

Land Services
NV Energy
P.O. Box 98910 MS 9
Las Vegas, NV 89151-0001

GRANT OF EASEMENT

{insert Grantor's legal name}, a {insert state} {insert type of entity}, ("**Grantor**") for One Dollar ($1.00) and other and good valuable consideration, receipt of which is hereby acknowledged, grants and conveys to Nevada Power Company, a Nevada corporation, d/b/a NV Energy ("**Grantee**"), its successors and assigns, a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements ("**Utility Facilities**") upon, over, under and through the property described in Exhibit "A" hereto and by this reference made a part of this Grant of Easement ("**Easement Area**");

2. for the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Area; and

3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area; and

4. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the electric line systems and communication facilities in the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused when Grantee exercises its rights under numbered paragraph 4 above.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee (which Grantee will not unreasonably withhold), such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. Grantee and Grantor must document Grantee's

consent by both signing Grantee's standard, recordable use agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

GRANTOR:

{insert Grantor's legal name}

_____

By:
Title:

STATE OF _____)
COUNTY OF _____)

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

_____
Signature of Notarial Officer

Seal Area →

APN:
RW#
Proj. #
Project Name:
Reference Document:
GOE

Exhibit A

{insert legal description for and drawing of Easement Area}.

APN:
RW#
Proj. #
Project Name:
Reference Document:
GOE

Exhibit D2

(Form) Grant of Easement
Government Agency
(Underground Electrical and Communication Facilities)

[Attached]

APN: {insert APN or APNs}

WHEN RECORDED MAIL TO:

Land Services
NV Energy
P.O. Box 98910 MS 9
Las Vegas, NV 89151-0001

GRANT OF EASEMENT

{insert Grantor's legal name}, a {insert state} {insert type of entity}, ("**Grantor**") for One Dollar ($1.00) and other and good valuable consideration, receipt of which is hereby acknowledged, grants and conveys to Nevada Power Company, a Nevada corporation, d/b/a NV Energy ("**Grantee**"), its successors and assigns, a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements ("**Utility Facilities**") upon, over, under and through the property described in Exhibit "A" hereto and by this reference made a part of this Grant of Easement ("**Easement Area**");

2. for the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Area and;

3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area and

4. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the electric line systems and communication facilities in the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any improvements owned by Grantor and to any tangible personal property. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused to obstructions or materials being removed, cleared, cut or trimmed when Grantee exercises its rights under numbered paragraph 4 above. Nor does this paragraph apply to, and Grantee is not responsible for, any damages proximately caused by Grantor's negligent or intentional actions or omissions, including but not limited to Grantor's failure to comply with the National Electrical Safety Code, Occupational Safety and Health Administration requirements and chapter 455 of the Nevada Revised Statutes.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee (which Grantee will not unreasonably withhold), such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

This Grant of Easement is not subject to the Franchise Agreement between Grantor and Grantee and, in relation to Grantor, Grantee is deemed to have prior rights in the Easement Area.

GRANTOR:

{insert Grantor's legal name}

_____

By:
Title:

STATE OF _____)
COUNTY OF _____)

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

_____
Signature of Notarial Officer

Seal Area →

APN:
RW#
Project. #
Project Name:
Reference Document:
GOE

Exhibit A

{insert legal description for and drawing of Easement Area}.

APN:
RW#
Project. #
Project Name:
Reference Document:
GOE

Exhibit E

Insurance Coverages

1. Types of Insurance Required. In accordance with the "Insurance" Section of the Agreement, Applicant must procure and maintain in effect and provide, and cause its contractors and subcontractors who are performing work on the Substructure Installation to procure and maintain in effect the following (required limits can be met by use of primary, underlying, and umbrella/excess combinations):

   (A) Workers' Compensation and Employer's Liability. Workers' compensation insurance in the form and manner required by the State of Nevada. Employer's liability insurance with the following limits: (1) one million dollars ($1,000,000.00) per each accident; (2) one million dollars ($1,000,000.00) per each employee disease; and (3) one million dollars ($1,000,000.00) in the annual aggregate per each occupational disease.

   (B) Commercial General Liability Insurance. Comprehensive general liability providing bodily injury, property damage, personal injury/advertising injury, premises/operations, and products/completed operations coverage with a per occurrence limit of not less than two million dollars ($2,000,000.00) and an aggregate limit of not less than two million dollars ($2,000,000.00).

   (C) Automobile Liability Insurance. Comprehensive automobile liability with a combined single limit of one million dollars ($1,000,000.00) for each person and one million dollars ($1,000,000.00) for each occurrence.

   (D) Excess or Umbrella Liability Insurance. Excess or umbrella liability with a combined single limit of not less than three million dollars ($3,000,000.00) per occurrence. Except with respect to the workers' compensation insurance, these limits apply in excess of each of the above-mentioned policies.

2. Insurer and Policy Requirements. Each contract of insurance must be with an insurer approved to do business in the State of Nevada, is A-Rated or better by A.M. Best Company and must include the following provisions or endorsements:

   (A) Additional Insured. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability insurance policies and excess/umbrella liability insurance.

   (B) Primary Insurance. Stating that the insurance is primary insurance with respect to the interest of Utility and that any insurance maintained by Utility is excess and not contributory insurance.

(C) Subrogation Waivers. Providing Utility with waivers of subrogation on all coverages.

(D) Severability and Cross Liability. Providing for severability of interest and providing cross liability coverage in the general liability, automobile liability insurance policies and excess/umbrella liability insurance.

(E) Notice Requirement. Providing that Utility is entitled to 30-days prior written notice before cancellation of the coverage provided above.

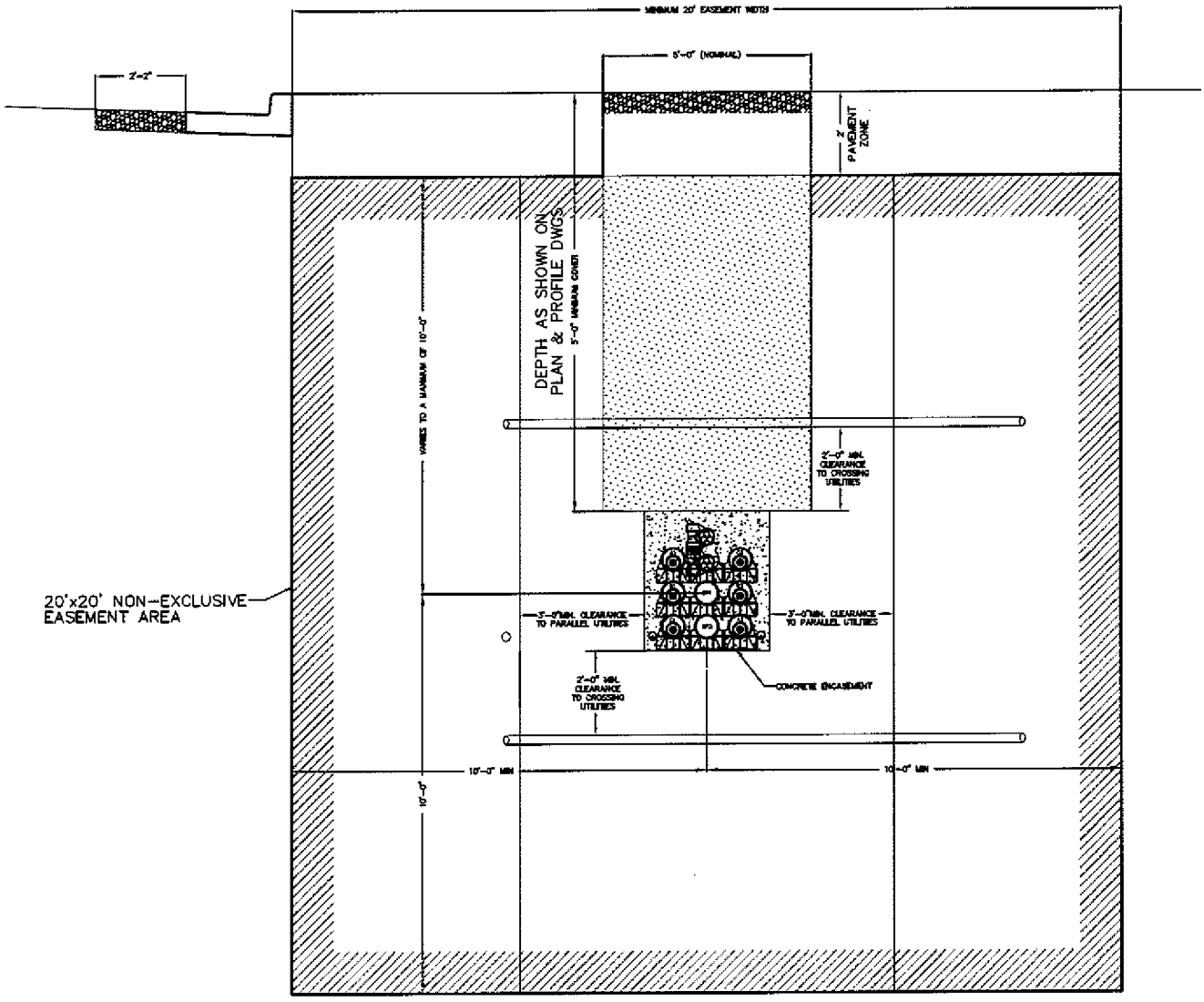
3. Notice Requirement. Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.

4. Deductible and Retention Limits. Deductible or retention amounts under the policies described above must not exceed 5% of the per occurrence coverage limits, without the express written consent of Utility.

5. Certificate of Insurance. Applicant must provide Utility with certificates of insurance, naming Utility as additional insured, evidencing the coverage required above including additional insured endorsement numbers before Applicant, its contractors or subcontractors commence any work on the Substructure Installation. Applicant must provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.

Exhibit F

Diagram of Conduit Systems Buffer



DRAWING INFO.		
DRAWN	7/6/10	DLM
DESIGNED	7/6/10	MIA
CHECKED	7/6/10	DLM
APPROVED	–	–
REV.	DATE	BY
0		

NVEnergy.

TRANSMISSION ENGINEERING STANDARDS

UNDERGROUND TRANSMISSION
PARALLEL AND CROSSING UTILITY CLEARANCE REQUIREMENTS TO TRANSMISSION DUCT BANKS
LAS VEGAS CITY HALL PROJECT

SHEET: 1 OF 1 | DWG. NO.: EXHIBIT F

PLOT DATE/TIME: 7/6/2010 2:00 PM PLOTTED BY: MCANINCH, DENNIS

U:\NPC\TD\VOL1\TRANSCOM\PROJECTS\CURRENT_PROJS\CAPITAL\TL661 LPLCG LV CITY HALL UG\CTG SUBSTR AGREEMENT LEWIS TO CLARK\7-P&P DETAILS\EXHIBIT F 7-6-10.DWG

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTION:

R-57-2010 – Approval of a resolution to terminate the City's participation in and administration of the Economic Adjustment Assistance Grant that funded the Revolving Loan Fund between 1983 through 1999 – All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
This resolution will authorize the City Manager to terminate the City's participation in and administration of the Economic Adjustment Assistance Grant and to authorize the closure of the Revolving Loan Fund.

RECOMMENDATION:
Staff recommends that the City Council approve and adopt a Resolution authorizing the City Manager or the City Manager's designee to terminate the City's participation in and administration of the Economic Adjustment Assistance Grant and to close the Revolving Loan Fund.

BACKUP DOCUMENTATION:
Resolution No. R-57-2010

RESOLUTION R-57-2010

RESOLUTION AUTHORIZING THE CITY MANAGER TO TERMINATE THE CITY'S PARTICIPATION IN AND ADMINSITRATION OF THE ECONOMIC ADJUSTMENT ASSISTANCE GRANT AND CLOSE THE REVOLVING LOAN FUND RELATED THERETO

WHEREAS, on September 6, 1979, the Economic Development Administration ("EDA") of the United States Department of Commerce awarded the Economic Adjustment Assistance Grant to Southern Nevada Economic Development Council; and

WHEREAS, on June 7, 1982, the Assistant Secretary for the EDA substituted the City of Las Vegas, Clark County, Nevada for the Southern Nevada Economic Development Council, Inc. as the grantee responsible for administering the Economic Adjustment Assistance Grant; and

WHEREAS, the Revolving Loan Fund was established to disburse funds available to the City of Las Vegas under the Economic Adjustment Assistance Act to low and moderate income businesses by providing business loans for the purpose of starting or expandind a business enterprise; and

WHEREAS, from 1983 through 1999, the City of Las Vegas provided loans in the amount of $684,944 from the Revolving Loan Fund to 23 small business, which loans have exhausted the balance of the Revolving Loan Fund; and

WHEREAS, the Revolving Loan Fund was no viable due to economic conditions at the time; and

WHEREAS, the City Council, by adoption of this Resolution, intends to formally terminate the City's participation in and administration of the Economic Adjustment Assistance Grant, and to authorize the closure of the Revolving Loan Fund related thereto.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada, the following:

1. The City Manager, or the City Manager's designee, is hereby authorized to terminate the City's participation in, and administration of, the Economic Adjustment Assistance Grant and to close the Revolving Loan Fund related thereto.

...

...

2. The City Manager, or the City Manager's designee, is hereby authorized to execute any and all documents necessary to implement the intent of this Resolution.

PASSED, ADOPTED AND APPROVED THIS_____DAY OF_____, 2010.

_____
OSCAR B. GOODMAN, MAYOR

ATTEST:

_____
BEVERLY K. BRIDGES, MMC DATE
CITY CLERK

APPROVED AS TO FORM:

Robert S. Sylvain 6-12-10
ROBERT S. SYLVAIN, DATE
DEPUTY CITY ATTORNEY

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding the Fifth Amended and Restated Disposition and Development Agreement by and between the City of Las Vegas, a municipal corporation of the State of Nevada, the City of Las Vegas Redevelopment Agency (RDA), a Public Body, and Alpha Omega Strategies, LLC., pertaining to the disposition of the real property located at 1501 North Decatur Boulevard (APN 138-25-518-002) ($325,000 – to be determined) - Ward 5 (Barlow) [NOTE: This is a related item to RDA Item 7]

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $325,000
Funding Source: TBD
Dept. / Division: City of Las Vegas Redevelopment Agency

PURPOSE/BACKGROUND:
This amendment serves multiple purposes. First, it amends the development schedule due to ongoing legal actions regarding the site and the Mutual Parking Agreement. The second part of this amendment would allow for refund of the Developer's deposit in the amount of $325,000 to be used to move the project forward.

RECOMMENDATION:
Denial.

BACKUP DOCUMENTATION:
Fifth Amended and Restated Disposition and Development Agreement

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
Discussion and possible action regarding a Review of a Alcoholic Beverage Caterer License, Michael Angelo's Renaissance Catering, dba Renaissance Catering, 4465 Wagon Trail Avenue, Michael Napolitano, Pres, Secy, 100% - County

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Review of a Alcoholic Beverage Caterer License.

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.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action on the Neighborhood Partners Fund (NPF) Board recommendations to allocate $55,000 (General Fund) for 19 neighborhood projects - All Wards

Fiscal Impact

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

Amount: $55,000
Funding Source: General Fund
Dept./Division: Neighborhood Services/Neighborhood Initiatives Division

PURPOSE/BACKGROUND:
The Neighborhood Partners Fund (NPF) Program was designed to assist neighborhoods by providing matching funds for neighborhood improvement projects. The program grants up to $5,000 to registered neighborhood groups (neighborhood associations and HOA's). These matching grants are given for projects that will improve the physical, public safety, cultural, recreational or educational conditions of a neighborhood.

RECOMMENDATION:
The Neighborhood Partners Fund Board recommends that the City Council approve the funding of 19 neighborhood projects totaling $55,000 with a match of $135,019 in cash, volunteer labor, materials, and professional services.

BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2010
DEPARTMENT: NEIGHBORHOOD SERVICES
ITEM DESCRIPTION: Discussion and possible action on the Neighborhood Partners Fund (NPF) Board recommendations to allocate $55,000 (General Fund) for 19 neighborhood projects - All Wards

NPF BOARD RECOMMENDATIONS:

	Association Name	Ward	Award	Match
1.	*Artesian Heights N.A.* Hinson Avenue Beautification III Project	1	600	$1,355
2.	*James Down Towers Resident Council* Senior Engagement	1	5,000	7,945
3.	*Pinto Palomino Residents N.A.* Pinto Lane Island Beautification	1	1,400	2,715
4.	*Quail Estates West HOA* Neighborhood Safety Project	1	4,700	6,174
5.	*Rancho Springs N.A.* Rancho Road Beautification	1	1,000	1,201
6.	*Sartini Plaza Resident Council* Senior Engagement	1	1,200	1,995
7.	*Lakes Association HOA* 2010 Lakes Festival of Lights	2	4,200	33,825
8.	*Gateway District Association* Gateway Gallery—A Public Arts Collection	3	4,000	10,648
9.	*Team Millennium* Safe Millennium (safety project)	3	1,100	3,090
10.	*Washington Square N.A.* Communications Project	3	1,200	2,320
11.	*Buena Vista HOA* Community Safety Improvements	4	4,500	7,160
12.	*Cultural Corridor Coalition* December to Remember	5	4,600	17,009
13.	*Rancho Manor N.A.* Paint Perimeter Wall	5	1,100	1,438
14.	*Robert Gordon Plaza Resident Council* Food for Robert Gordon Seniors	5	1,900	3,984
15.	*West Las Vegas N.A. #1* Light the Night Neighborhood Awareness	5	4,100	7,485
16.	*Westchester Manor HOA* Landscaping Revitalization	5	4,500	6,808
17.	*Four Winds* Four Winds Monument	6	2,800	3,845
18.	*Mystic Canyon HOA* Community Beautification	6	2,800	7,968
19.	*Willowdale Estates* Community Security	6	4,300	8,054
	TOTAL		**$55,000**	**$135,019**

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESOLUTIONS:

R-58-2010 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and Las Vegas Natural History Museum, a Nevada nonprofit corporation (CVIP Participant), located at 900 North Las Vegas Boulevard (139-26-301-005 and 006) to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 5 (Barlow) [NOTE: This item is related to RDA Item 4 (RA-14-2010)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This is a related item to discussion and possible action regarding assisting the Las Vegas Natural History Museum, a Nevada nonprofit (CVIP Participant), with the cost of exterior improvements to the property located at 900 North Las Vegas Boulevard. Approval will adopt findings that the CVIP Agreement is in compliance with and in furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Resolution No. R-58-2010
2. Before Photos and After Rendering of Project
3. Site Map

RESOLUTION NO. R-58-2010

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND CITY OF LAS VEGAS ("OWNER") AND THE MUSEUM OF NATURAL HISTORY DBA LAS VEGAS NATURAL HISTORY MUSEUM ("TENANT" AND "CVIP PARTICIPANT") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-26-301-005 & 006

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Program Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and;

WHEREAS, CITY OF LAS VEGAS (the "OWNER") the owner of real property and improvements located at 900 NORTH LAS VEGAS BOULEVARD, and which parcel is commonly known as APN 139-26-301-005 & 006 (the "Site"); and

WHEREAS, MUSEUM OF NATURAL HISTORY DBA LAS VEGAS NATURAL HISTORY MUSEUM (the "CVIP PARTICIPANT") is a tenant of the real property located at 900 NORTH LAS VEGAS BOULEVARD and is undertaking certain exterior improvements to the property or the redevelopment of an underdeveloped property in accordance with the Commercial VIP Program;

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to MUSEUM OF NATURAL HISTORY DBA LAS VEGAS NATURAL HISTROY MUSEUM for making physical, visual improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities,

structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the "Owner" and "Tenant" for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2010.

CITY OF LAS VEGAS

By_____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
CITY CLERK

APPROVED AS TO FORM:

J. Pantiello 8/18/10
Date

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2010, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and MUSEUM OF NATURAL HISTORY d/b/a LAS VEGAS NATURAL HISTORY MUSEUM, a Nevada non-profit corporation ("CVIP Participant").

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the Redevelopment Area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Tenant for any Pre-approved Qualified Exterior Improvements to a maximum of **$39,790.00**, and the Tenant has provided a 100% matching cash contribution to the Agency's participation to ensure that the Tenant has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the PARTICIPANT desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY and PARTICIPANT do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference (the "Property" or "Site"). Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and

responsibilities. The PARTICIPANT warrants it has a valid and binding leasehold interest in (as defined hereinafter), the Site and as demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "PARTICIPANT", as used in this Agreement, includes not only the PARTICIPANT as identified in the opening paragraph of this Agreement, but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the PARTICIPANT individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The PARTICIPANT shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 3 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 30 days of execution of this Agreement by the Agency, PARTICIPANT agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site,-pursuant to the plans and other documents submitted by PARTICIPANT and approved by Agency in accordance with the CVIP Guidelines. PARTICIPANT shall complete the improvements within 120 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the Site also shall be referred to as the "Project" or "Improvements" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the PARTICIPANT a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the PARTICIPANT in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the PARTICIPANT is unable to obtain (3) or more competitive bids, the PARTICIPANT shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 5: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the PARTICIPANT to make changes to the proposed Scope of Work.

SECTION 6: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The PARTICIPANT must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 7: FAILURE TO COMPLETE WORK. If the contractor selected by the PARTICIPANT fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all legal and equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 8: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the PARTICIPANT from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 9: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The PARTICIPANT has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the PARTICIPANT would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the PARTICIPANT pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 5 " and by this reference made a part hereof.

The PARTICIPANT has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment "5 " and by this reference is made a part hereof. The PARTICIPANT, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the PARTICIPANT shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 10: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The PARTICIPANT warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the PARTICIPANT in the event of any default or breach by the Agency or for any amount which may become due to the PARTICIPANT or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, PARTICIPANT warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 4 " and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in PARTICIPANT or any principal member of PARTICIPANT.

Throughout the term hereof, PARTICIPANT shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 11: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the PARTICIPANT or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a PARTICIPANT Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the PARTICIPANT or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the PARTICIPANT agrees to return any and all Agency Funds heretofore paid to the PARTICIPANT pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the PARTICPANT shall entitle the Agency to sue the PARTICPANT for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 12: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 13: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 14: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 15: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 16: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the PARTICIPANT and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar

days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 17: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 18: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 5 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the PARTICIPANT and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner.

SECTION 19: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2010 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2010.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, CHAIRMAN
"Agency"

ATTEST:

_____
BEVERLY BRIDGES, MMC
Secretary

APPROVED AS TO FORM:

D. Roberts 8/18/10
Counsel to the Agency Date

MUSEUM OF NATURAL HISTORY D/B/A LAS VEGAS NATURAL HISTORY MUSEUM

By: _____
MARILYN GILLESPIE
Its: EXECUTIVE DIRECTOR

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 4 "	DISCLOSURE OF PRINCIPALS
ATTACHMENT " 5 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

That portion of the Southwest Quarter (SW 1/4) of Section 26 and the Southeast Quarter (SE 1/4) of Section 27 in Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being that portion of PARCEL 2 as shown on that certain parcel map on file in File 66 of Parcel Maps, Page 53 of Clark County, Nevada Records, described as follows:

BEGINNING at the Southwest corner of PARCEL 2 as shown on said File 66 of Parcel Maps, Page 53; thence along the Westerly boundary line of said PARCEL 2, the following three (3) courses: 1) North 16°41'39" East a distance of 277.42 feet to the TRUE POINT OF BEGINNING; 2) thence North 16°41'39" East a distance of 182.73 feet to the beginning of a tangent curve concave Westerly and having a radius of 3050.00 feet; 3) thence Northerly along said tangent curve through a central angle of 00°25'31", an arc distance of 22.65 feet to the Northwest corner of said PARCEL 2, a radial line through said point bears South 73°43'52" East; thence along the Northerly boundary line of said PARCEL 2, the following seven (7) courses: 1) thence nonradial to said curve, South 72°34'48" East a distance of 7.85 feet to the beginning of a tangent curve, concave Southwesterly, and having a radius of 40.00 feet; 2) thence Southeasterly along said curve, through a central angle of 47°22'46", an arc distance of 33.08 feet, a radial line through said point bears North 64°47'58" East; 3) thence nontangent to said curve, South 73°21'24" East a distance of 145.39 feet; 4) thence North 16°43'25" East a distance of 36.28 feet; 5) thence South 88°29'51" East a distance of 30.02 feet; 6) thence North 16°03'07" East a distance of 9.94 feet; 7) thence South 73°56'53" East a distance of 73.71 feet; thence departing the Northerly boundary line of said PARCEL 2, South 16°41'39" West a distance of 247.03 feet; thence North 73°18'21" West a distance of 285.00 feet to the TRUE POINT OF BEGINNING.

The above described parcel of land contains an area of 60,288 square feet or 1.384 acres, more or less.

ATTACHMENT 2

LEASEHOLD INTEREST

Copy of Lease By and Between

City of Las Vegas (Landlord)

and

Museum of Natural History d/b/a Las Vegas Natural History Museum (Tenant)

is on file with the City of Las Vegas - Office of Business Development

ATTACHMENT 3

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1.	**Grand Entrance, Fossil Images, Floor Tiles**	**$27,279.00**
2.	**Demolition of old tile and installation of new tile**	**$31,768.00**
3.	**Installation of Trellis**	**$11,338.00**
4.	**Installation of efis and wall**	**$1,000.00**
5.	**Landscape**	**$8,195.00**
	TOTAL ESTIMATED PROJECT COSTS	**$79,580.00**

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work will begin 30 days after approval of Agreement and should be complete within 120 days, depending on contractor's work schedule/work load.

ATTACHMENT 4

Please Print Legibly

VIP Disclosure of Ownership/Principals

Business - Page 1 of 2

VIP Contracting Entity Information

Name Las Vegas Natural History Museum

Mailing Address 900 Las Vegas Blcd North, Las Vegas, NV 89101

Business Phone 384-1912

Tax ID or Social Security Number 88-0256489

Type of Business

Sole Proprietor_____ Partnership_____ Limited Liability Company_____ Non-Profit Corporation ✓

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the business.

Full Name & Title	Business Address	Business Phone
Denny Weddle, Chairman	3900 Paradise Rd., Suite 151, LV 89169	791-2377
Anthony Guenther Secretary	2300 W. Sahara Ave., No 10, Suite 1000 Las Vegas, NV 89102	873-4100
John Good, Vice Chairman	11398 Belmont Lake Dr., #103 Las Vegas, NV 89135	(877) 238-2846
Michael Davidson Treasurer	3320 W. Sahara Ave. Las Vegas, NV 89102	997-8353
Kiyomi A. Chandra	2461 Hampton Rd. 567-6781	567-6781
John Cole	9005 Night Owl Ct. Las Vegas, NV 89134	493-5824
Chuck Creigh	2970 W. Sahara Ave., Suite 100 Las Vegas, NV 89102	221-2500
Mike Fauci	4320 W. Desert Inn Rd., #C Las Vegas, NV 89102	873-4015
Jill Long	2310 E. Serene Ave. Las Vegas, NV 89123	270-0818
Donald T. Polednak	7371 Prairie Falcon Rd., Suite 120 Las Vegas, NV 89128	952-5200
Darrell W. Spencer	1465 Foothills Village Dr. Henderson, NV 89012	(888) 845-8572
Stephanie Stallworth	1700 Vegas Dr. Las Vegas, NV 89106	545-1003

Additional Ownership/Principals

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*:_____

VIP Disclosure of Ownership/Principals

Alternative Disclosure of Ownership/Principal

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 on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document _____

Date of Attached Document _____

Number of Pages _____

Certification of Disclosure of Ownership/Principal - Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete, and accurate.

Signature Marilyn Gillespie

Date 6-3-2010

State of Nevada
County of Clark

This instrument was acknowledged before me on

June 3 2010 (date) by

Marilyn Gillespie (name of person)

Sally Marcus
Notary Public

SALLY MARCUS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 05-06-2013
Certificate No: 97-1845-1

Please Print Legibly

VIP Participant Affidavit and Employment Plan

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Marilyn Gillespie, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the Las Vegas Natural History Museum, a company duly organized in the State of Nevada as a Nonprofit Corporation, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 900 Las Vegas Blvd N. ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

   Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☒
   b. Create jobs or other business opportunities for nearby residents; ☐
   c. Increase local revenues from desirable sources; ☒
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☒
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☒

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate or existing businesses to remain within the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner.; ☐ or
   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance. ☐ or
   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight. ☒ or
   d. The exterior improvements to the property or business do not have a direct affect on revenues therefore making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐ or

"Other" - See attachment

e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☐

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. MG (initial)

b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. MG (initial)

c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. MG (initial)

d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. MG (initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employee neighborhood residents.

Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 2nd day of June, 2010.

Authorized Signature: Marilyn G. Gillespie

SIGNED AND SWORN TO before

me this 2nd day of June, 2010, by Marilyn Gillespie.

NOTARY PUBLIC Christina Strong

My Commission Expires:

CHRISTINA STRONG
Notary Public State of Nevada
No. 07-1185-1
My appt. exp. Jan. 4, 2011

Las Vegas Natural History Museum – VIP Project
Financing Statement

The Las Vegas Natural History Museum is a non-profit, with limited funding and as such the Museum must leverage the VIP grant with another grant to undertake the exterior improvements to the facility. Without the VIP grant, the Museum would only be able to complete a portion of the project. The Museum is unable to fund the remaining portion out of the organization's operating/capital budget due to the current economic situation.

Before Photos – Las Vegas Natural History Museum
(900 North Las Vegas Blvd.)



Before Photos – Las Vegas Natural History Museum
(900 North Las Vegas Blvd.)



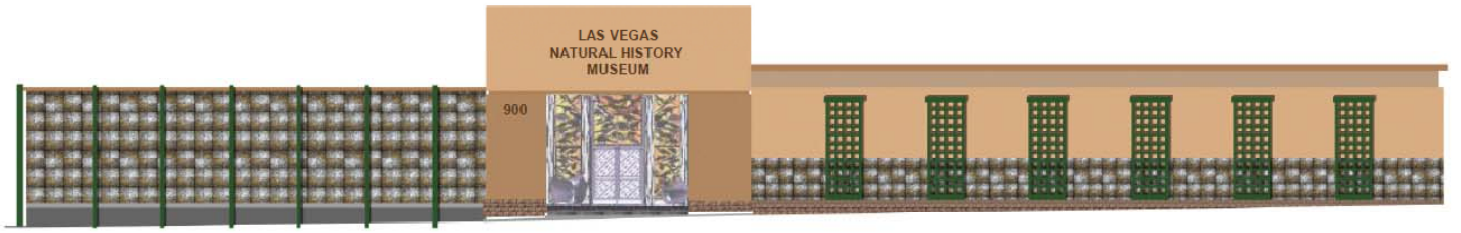
Before Photos – Las Vegas Natural History Museum
(900 North Las Vegas Blvd.)



Before Photos – Las Vegas Natural History Museum
(900 North Las Vegas Blvd.)



After Rendering – Las Vegas Natural History Museum (900 North Las Vegas Boulevard)



FRONT ELEVATION - LAS VEGAS NATURAL HISTORY MUSEUM



fossil tile



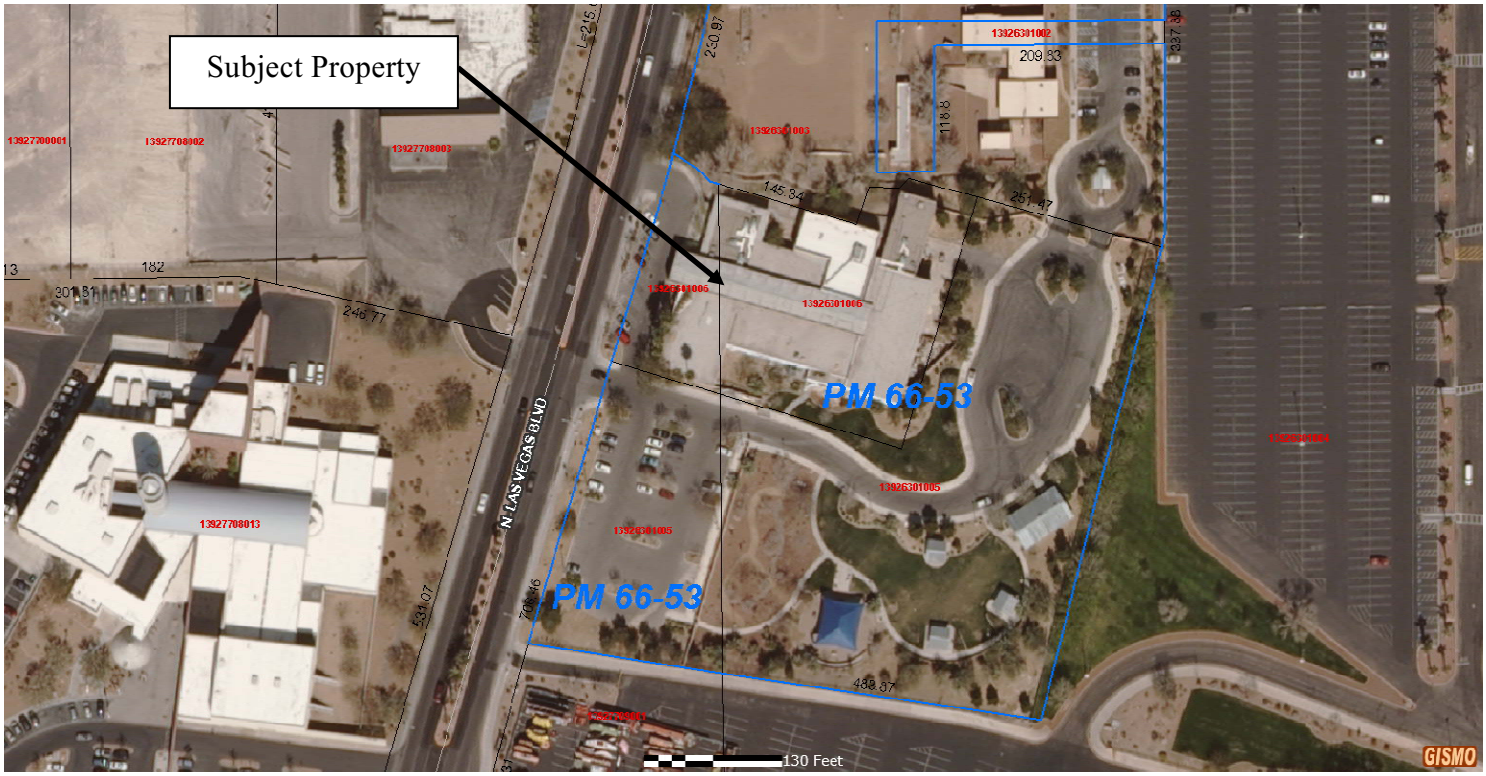
slate tile



ENTRY AND SIDE ELEVATIONS - LAS VEGAS NATURAL HISTORY MUSEUM



SITE MAP – Las Vegas Natural History Museum
(900 North Las Vegas Blvd.)



City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESOLUTIONS:

R-59-2010 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and Schiff Enterprises (Owner) and ARELNI, LLC, dba Viva Vegas Fremont II (Tenant and CVIP Participant), located at 23 Fremont Street on Fremont Street Experience (139-34-111-036) to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Reese) [NOTE: This item is related to RDA Item 5 (RA-15-2010)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This is a related item to discussion and possible action regarding assisting ARELNI, LLC, dba Viva Vegas Fremont II (CVIP Participant), with the cost of exterior improvements to the property located at 23 Fremont Street on Fremont Street Experience. Approval will adopt findings that the CVIP Agreement is in compliance with and in furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Resolution No. R-59-2010
2. Before Photos and After Rendering of Project
3. Site Map

RESOLUTION NO. R-59-2010

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND SCHIFF ENTERPRISES ("OWNER") AND ARELNI, LLC D/B/A VIVA VEGAS FREMONT II ("TENANT" AND "CVIP PARTICIPANT") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-34-111-036

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Program Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and;

WHEREAS, SCHIFF ENTERPRISES (the "OWNER") the owner of real property and improvements located at 23 FREMONT STREET, and which parcel is commonly known as APN 139-34-111-036 (the "Site"); and

WHEREAS, ARELNI, LLC D/B/A VIVA VEGAS FREMONT II (the "CVIP PARTICIPANT") is a tenant of the real property located at 23 FREMONT STREET and is undertaking certain exterior improvements to the property or the redevelopment of an underdeveloped property in accordance with the Commercial VIP Program;

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to ARELNI, LLC D/B/A VIVA VEGAS FREMONT II for making physical, visual improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the "Owner" and "Tenant" for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2010.

CITY OF LAS VEGAS

By_____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
CITY CLERK

APPROVED AS TO FORM:

J. Pandelis 8/18/10
Date

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT
AND GRANT OF FACADE EASEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this _____ day of _____, ____, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and SCHIFF ENTERPRISES ("Owner") and ARELNI, LLC D/B/A VIVA VEGAS FREMONT II. ("Tenant").

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the redevelopment area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's and Tenant's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Tenant for any Pre-approved Qualified Exterior Improvements to a maximum of **$25,000.00**, and the Tenant has provided a 100% matching cash contribution to the Agency's participation to ensure that the Tenant has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; an

WHEREAS, the Owner and Tenant desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed exterior improvements on the property, as evidenced by Attachment " 8 " – VIP Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY, OWNER and TENANT do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las

Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner and Tenant warrants that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed a maximum of twenty thousand eight hundred fifty dollars **($25,000.00)**, for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Tenant has submitted paid invoices from contractor(s) to the Agency.

b. Owner and/or Tenant shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Owner and/or Tenant the Purchase Price within forty-five (45) days after submission of paid invoices by Owner and/or Tenant for the Project improvements, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.

d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Owner and/or Tenant. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner and/or Tenant, if any, hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Façade Maintenance Agreement, Attachment " 4 " attached hereto. Owner and/or Tenant agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner and/or Tenant shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S AND/OR TENANT'S REPURCHASE OPTION. The Agency hereby grants the Owner and/or Tenant the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner and/or Tenant shall each all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's and/or Tenant's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Tenant shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 30 days of execution of this Agreement by the Agency, Tenant agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and/or Tenant and approved by Agency in accordance with the CVIP Guidelines. Tenant shall complete the improvements within 120 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the site also shall be referred to as the "Project" hereinafter. The Agency

shall maintain a right of access to the Site, provided that the Agency gives the Owner and/or Tenant a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner and/or Tenant in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner and/or Tenant is unable to obtain (3) or more competitive bids, the Owner and/or Tenant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner and/or Tenant to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner and/or Tenant must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner and/or Tenant fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner and/or Tenant from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Tenant has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner and/or Tenant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner and/or Tenant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Tenant has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Tenant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Tenant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner and/or Tenant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner and/or Tenant in the event of any default or breach by the Agency or for any amount which may become due to the Participant or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner and/or Tenant warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6-A " and Attachment "6-B" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner and/or Tenant or any principal member of Owner and/or Tenant. Throughout the term hereof, Owner and/or Tenant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Participant or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner and/or Tenant Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner and/or Tenant or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner and/or Tenant agrees to return any and all Agency Funds heretofore paid to the Owner and/or Tenant

pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner and/or Tenant shall entitle the Agency to sue the Owner and/or Tenant for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and/or Tenant and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 19: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 7 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and/or Tenant and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner and/or Tenant.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2010 by the Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2010.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, CHAIRMAN
"Agency"

APPROVED AS TO FORM:

_____ 8/18/10
Counsel to the Agency Date

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
Secretary

OWNER – SCHIFF ENTERPRISES

By: _____
ROBERT SCHIFF

Its: OWNER

TENANT – ARELNI, LLC.
D/B/A VIVA VEGAS FREMONT II

By: _____
ARIEL AKERMAN

Its: PRESIDENT

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "6-A "	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "6-B"	DISCLOSURE OF PRINCIPALS - TENANT
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT "8"	VIP REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

Lots Twenty-Eight (28) in Block Three (3) of CLARK'S LAS VEGAS TOWNSITE, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

ATTACHMENT 2

LEASEHOLD INTEREST

Copy of Lease By and Between

Schiff Enterprises & Robert Schiff (Landlord)

and

Arelni, LLC d/b/a Viva Vegas Fremont II (Tenant)

is on file with the City of Las Vegas - Office of Business Development

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the south Fremont Street right-of-way and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

APN: 139-34-111-036

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SCHIFF ENTERPRISES ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement Deed.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement Deed and shall continue until five (5) years from the date of the recordation of this Façade Easement Deed. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis

over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

...
...
...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this _____ day of _____, _____.

OWNER

SCHIFF ENTERPRISES

By:_____
ROBERT SCHIFF
"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:_____
OSCAR B. GOODMAN

Its: CHAIRMAN
"GRANTEE"

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2010 by ROBERT SCHIFF as PRINCIPAL OF SCHIFF ENTERPRISES

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2010 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots Twenty-Eight (28) in Block Three (3) of CLARK'S LAS VEGAS TOWNSITE, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the south Fremont Street right-of-way and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $25,000.00 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$25,000.00
Anytime during second year:	$20,000.00
Anytime during third year:	$15,000.00
Anytime during fourth year:	$10,000.00
Anytime during fifth year:	$5,000.00
After five full years from recordation of the Façade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 139-34-111-036

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20___, between SCHIFF ENTERPRISES hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 23 FREMONT STREET, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos.139-34-111-036; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the property facing the Facade Easement Area: Facade Easement Area: The area consisting of the building face adjoining the south Fremont Street right-of-way and the westerly and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ _____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure

that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Office of Business Development, 400 Stewart Avenue, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by Agency during the term of this agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchsets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

    d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

    e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

   In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, it's employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: SCHIFF ENTERPRISES
C/O ROBERT SCHIFF
1004 NEW ROAD
NORTHFIELD, NJ 08225-1661

TENANT: ARELNI, LLC d/b/a VIVA VEGAS FREMONT II
2000 SOUTH LAS VEGAS BLVD., #49
LAS VEGAS, NV 89104
ARIEL AKERMAN, Owner

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with 48 hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade improvements or to perform any work authorized by this agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Deed and execution of this agreement by both parties, the Agency shall record this agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the agreement showing the Recorder's stamp.

    This agreement pertains to that area of the Property covered by the Façade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Façade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this agreement resorts to a legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this agreement, or not, and stating the amount of any outstanding fees or charges.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above.

By: _____ Date: _____
Name: ROBERT SCHIFF, PRINCIPAL OF SCHIFF ENTERPRISES
Title: OWNER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
OSCAR B. GOODMAN
CHAIRMAN

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2010 by ROBER SCHIFF as PRINCIPAL OF SCHIFF ENTERPRISES.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2010 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots Twenty-Eight (28) in Block Three (3) of CLARK'S LAS VEGAS TOWNSITE, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the south Fremont Street right-of-way and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1.	**Manufacture & install neon and electrical signage**	**$41,700.00**
2.	**Install full color LED Message Unit**	**included**
3.	**Wrap existing columns with brushed aluminum panels**	**included**
	TOTAL ESTIMATED PROJECT COSTS	**$41,700.00**

Estimated CVIP Grant $20,850.00

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work will begin 30 days after approval of Agreement and should be complete within 120 days, depending on contractor's work schedule/work load.

Attachment 6-A

VIP Disclosure of Ownership/Principals

Please Print Legibly

Real Property - Page 1 of 2

VIP Contracting Entity Information

Name Schiff Enterprises

Mailing Address 25. E. Fremont St LV, NV 89101

Business Phone _____

Tax ID or Social Security Number _____

Ownership Interest

Estate in Severalty X Tenancy in Common_____ Joint Tenancy_____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
ABRAHAM SCHIFF -	1004 NEW RD. NORTHFIELD NJ	609-407-2190
ROBERT SCHIFF	1004 NEW RD. NORTHFIELD NJ	609-407-2190

Additional Ownership/Principals

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*:_____

Please Print Legibly

VIP Disclosure of Ownership/Principals

Alternative Disclosure of Ownership/Principal

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 on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document _____

Date of Attached Document _____

Number of Pages _____

Certification of Disclosure of Ownership/Principal - Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature Roberta A Lee

Date 5-12-2010

State of Nevada
County of Clark

This instrument was acknowledged before me on

May 12th 2010 (date) by

Patricia A. Washington (name of person)

Notary Public 5/12/10

PATRICIA A. WASHINGTON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 20, 2010

Attachment 6-B

AA

Please Print Legibly

VIP Disclosure of Ownership/Principals

VIP Contracting Entity Information

Name Ariel Akerman

Mailing Address 2000 Las Vegas Blvd S #49 Las Vegas, NV 89104

Business Phone 702 732-7702

Tax ID or Social Security Number 880346166

Type of Business

Sole Proprietor_____ Partnership_____ Limited Liability Company X Corporation_____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the business.

Full Name & Title	Business Address	Business Phone
Ariel Akerman Mg Dir	2000 Las Vegas Blvd S #49, LV, NV 89104	732-7702
Gurdo Akerman Mg Dir	same as above ↑	↑

Additional Ownership/Principals

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*:_____

AA

Please Print Legibly

VIP Disclosure of Ownership/Principals

Alternative Disclosure of Ownership/Principal

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 on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document _____

Date of Attached Document _____

Number of Pages _____

Certification of Disclosure of Ownership/Principal - Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete, and accurate.

Signature _____

Date 6-15-2010

State of Nevada
County of Clark

This instrument was acknowledged before me on

June 15, 2010 (date) by

Ariel Akerman (name of person)

Rebekah Salomon
Notary Public

REBEKAH SALOMON
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 07-14-13
Certificate No: 09-11190-1

Attachment 7

VIP Participant Affidavit and Employment Plan

Please Print Legibly

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Ariel Akerman, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the ARELNI, LLC, a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 21 Fremont Street ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

   Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☐
   b. Create jobs or other business opportunities for nearby residents; ☒
   c. Increase local revenues from desirable sources; ☒
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☐
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☐

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate or existing businesses to remain within the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner.; ☐ or
   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance. ☐ or
   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight. ☒ or
   d. The exterior improvements to the property or business do not have a direct affect on revenues therefore making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐ or

e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☐

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. ____(initial)

b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. ____(initial)

c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. ____(initial)

d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. ____(initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employee neighborhood residents.

Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 10 day of MARCH, 2010.

Authorized Signature: ____

STATE OF NEVADA
COUNTY OF CLARK

SIGNED AND SWORN TO before

me this 10 day of MARCH 2010, by ARIEL AKERMAN.

Laura Applegate

NOTARY PUBLIC

My Commission Expires: 11-14-2012

LAURA APPLEGATE
NOTARY PUBLIC STATE OF NEVADA
My Commission Expires: 11-14-2012
Certificate No: 09-9775-1

Attachment 8

VIP Real Property Owner Consent

Please Print Legibly

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

I, Robert Schiff, owner and/or authorized representative of APN# 139-34-111-036 also commonly known as 23 Fremont Street hereby consent to the proposed exterior improvements on the above listed property **and** consent to the participation in the Visual Improvement Program which are to be undertaken by Ariel Akerman (ARELNI, LLC, the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Las Vegas will record a non-exclusive façade easement deed and building maintenance agreement to the above listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/or business owner will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five year period.

DATED this 8 day of June, 2010.

Authorized Representative: Robert Schiff

SIGNED AND SWORN TO before
me this 8 day of June, 2010, by Janet P. Glick.

NOTARY PUBLIC
My Commission Expires: Janet Patricia Glick

JANET PATRICIA GLICK
Notary Public
State of New Jersey
My Commission Expires Jun 27, 2012

Before Photos – Viva Vegas Gift Shop
(23 Fremont Street)



Before Photos – Viva Vegas Gift Shop
(23 Fremont Street)



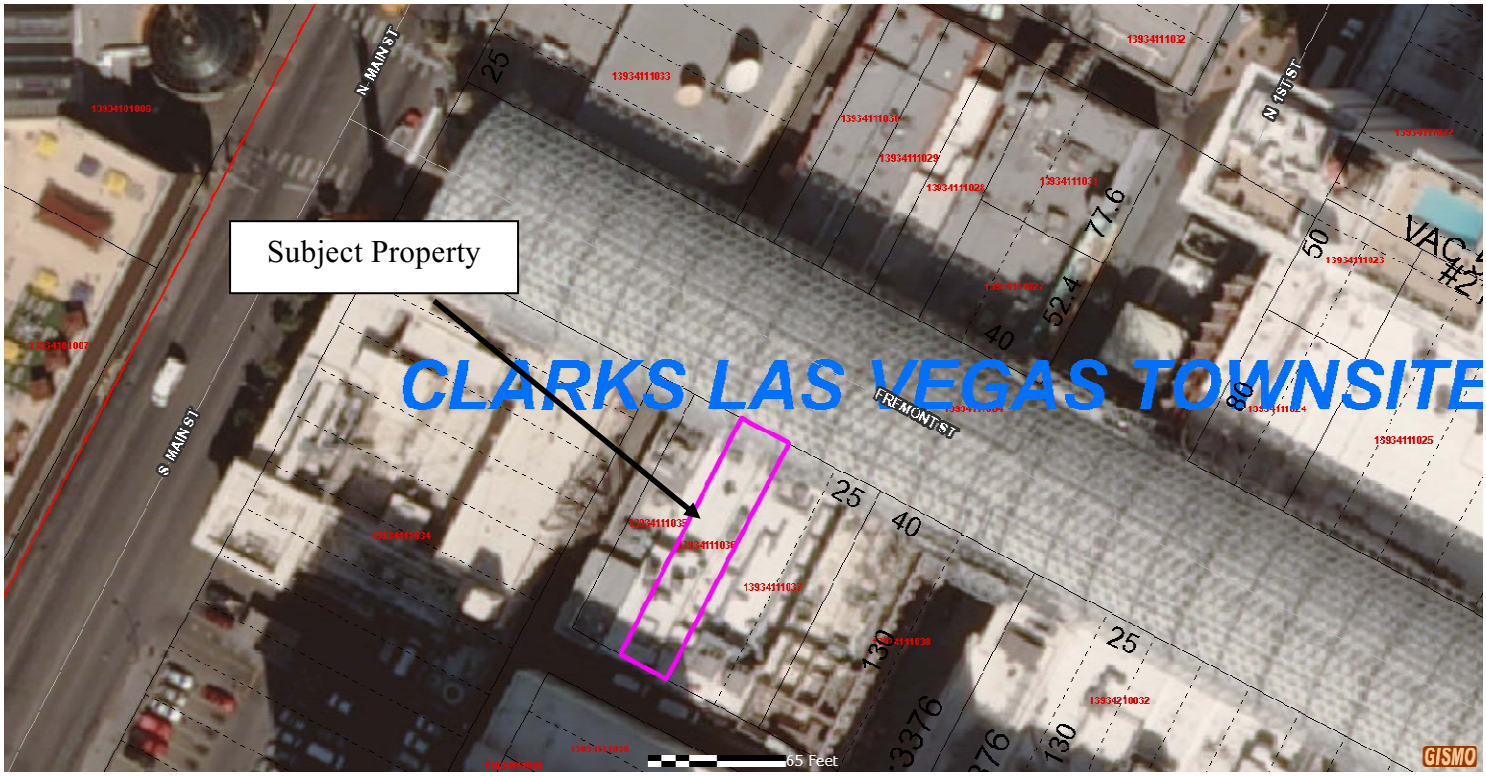
Before Photos – Viva Vegas Gift Shop
(23 Fremont Street)



After Rendering – Viva Vegas Gift Shop
(23 Fremont Street)



SITE MAP – VIVA VEGAS
(23 FREMONT STREET)



City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESOLUTIONS:

R-60-2010 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and Robert Schiff (Owner) and ARELNI, LLC, dba Viva Vegas Fremont II (Tenant and CVIP Participant), located at 319 Fremont Street on Fremont Street Experience (139-34-610-009) to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Reese) [NOTE: This item is related to RDA Item 6 (RA-16-2010)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This is a related item to discussion and possible action regarding assisting ARELNI, LLC, dba Viva Vegas Fremont II (CVIP Participant), with the cost of exterior improvements to the property located at 319 Fremont Street on Fremont Street Experience. Approval will adopt findings that the CVIP Agreement is in compliance with and in furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Resolution No. R-60-2010
2. Before Photos and After Rendering of Project
3. Site Map

RESOLUTION NO. R-60-2010

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND ROBERT SCHIFF ("OWNER") AND ARELNI, LLC D/B/A VIVA VEGAS FREMONT II ("TENANT" AND "CVIP PARTICIPANT") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-34-610-009

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Program Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and;

WHEREAS, ROBERT SCHIFF (the "OWNER") the owner of real property and improvements located at 319 FREMONT STREET, and which parcel is commonly known as APN 139-34-610-009 (the "Site"); and

WHEREAS, ARELNI, LLC D/B/A VIVA VEGAS FREMONT II (the "CVIP PARTICIPANT") is a tenant of the real property located at 319 FREMONT STREET and is undertaking certain exterior improvements to the property or the redevelopment of an underdeveloped property in accordance with the Commercial VIP Program;

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to ARELNI, LLC D/B/A VIVA VEGAS FREMONT II for making physical, visual improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the "Owner" and "Tenant" for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2010.

CITY OF LAS VEGAS

By_____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
CITY CLERK

APPROVED AS TO FORM:

_____ 8-1-10
Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT
AND GRANT OF FACADE EASEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this _____ day of _____, ____, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and ROBERT SCHIFF ("Owner") and ARELNI, LLC D/B/A VIVA VEGAS FREMONT II. ("Tenant").

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the redevelopment area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's and Tenant's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Tenant for any Pre-approved Qualified Exterior Improvements to a maximum of **$42,580.00**, and the Tenant has provided a 100% matching cash contribution to the Agency's participation to ensure that the Tenant has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; an

WHEREAS, the Owner and Tenant desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed exterior improvements on the property, as evidenced by Attachment " 8 " – VIP Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY, OWNER and TENANT do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las

Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner and Tenant warrants that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed a maximum of thirty-four thousand dollars **($50,000.00)**, for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Tenant has submitted paid invoices from contractor(s) to the Agency.

b. Owner and/or Tenant shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Owner and/or Tenant the Purchase Price within forty-five (45) days after submission of paid invoices by Owner and/or Tenant for the Project improvements, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.

d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Owner and/or Tenant. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner and/or Tenant, if any, hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Façade Maintenance Agreement, Attachment " 4 " attached hereto. Owner and/or Tenant agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner and/or Tenant shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S AND/OR TENANT'S REPURCHASE OPTION. The Agency hereby grants the Owner and/or Tenant the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner and/or Tenant shall each all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's and/or Tenant's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Tenant shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 45 days of execution of this Agreement by the Agency, Tenant agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and/or Tenant and approved by Agency in accordance with the CVIP Guidelines. Tenant shall complete the improvements within 120 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the site also shall be referred to as the "Project" hereinafter. The Agency

shall maintain a right of access to the Site, provided that the Agency gives the Owner and/or Tenant a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner and/or Tenant in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner and/or Tenant is unable to obtain (3) or more competitive bids, the Owner and/or Tenant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner and/or Tenant to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner and/or Tenant must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner and/or Tenant fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner and/or Tenant from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Tenant has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner and/or Tenant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner and/or Tenant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Tenant has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Tenant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Tenant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner and/or Tenant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner and/or Tenant in the event of any default or breach by the Agency or for any amount which may become due to the Participant or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner and/or Tenant warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6-A " and Attachment "6-B" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner and/or Tenant or any principal member of Owner and/or Tenant. Throughout the term hereof, Owner and/or Tenant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Participant or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner and/or Tenant Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner and/or Tenant or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner and/or Tenant agrees to return any and all Agency Funds heretofore paid to the Owner and/or Tenant

pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner and/or Tenant shall entitle the Agency to sue the Owner and/or Tenant for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and/or Tenant and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 19: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 7 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and/or Tenant and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner and/or Tenant.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2010 by the Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2010.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, CHAIRMAN
"Agency"

APPROVED AS TO FORM:

8-11-10

Counsel to the Agency Date

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
Secretary

OWNER – ROBERT SCHIFF

By: _____
ROBERT SCHIFF

Its: OWNER

TENANT – ARELNI, LLC.
D/B/A VIVA VEGAS FREMONT II

By: _____
ARIEL AKERMAN

Its: PRESIDENT

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "6-A "	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "6-B"	DISCLOSURE OF PRINCIPALS - TENANT
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT "8"	VIP REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

Lots Nine (9) and Ten (10) in Block Thirty (30) of CLARK'S LAS VEGAS TOWNSITE, as shon by map thereof on file in Book 1 of Plats, page 37, in the Office of the County Recorder of Clark County, Nevada.

ATTACHMENT 2

LEASEHOLD INTEREST

Copy of Lease By and Between

Schiff Enterprises & Robert Schiff (Landlord)

and

Arelni, LLC d/b/a Viva Vegas Fremont II (Tenant)

is on file with the City of Las Vegas - Office of Business Development

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the south Fremont Street right-of-way and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

APN: 139-34-610-009

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ROBERT SCHIFF("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement Deed.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement Deed and shall continue until five (5) years from the date of the recordation of this Façade Easement Deed. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis

over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

...

...

...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this _____ day of _____, _____.

OWNER

ROBERT SCHIFF

By:_____
ROBERT SCHIFF
"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:_____
OSCAR B. GOODMAN

Its: CHAIRMAN
"GRANTEE"

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2010 by ROBERT SCHIFF as OWNER OF 319 FREMONT STREET.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2010 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots Nine (9) and Ten (10) in Block Thirty (30) of CLARK'S LAS VEGAS TOWNSITE, as shon by map thereof on file in Book 1 of Plats, page 37, in the Office of the County Recorder of Clark County, Nevada.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the south Fremont Street right-of-way and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $42,580.00 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$50,000.00
Anytime during second year:	$34.064.00
Anytime during third year:	$25,548.00
Anytime during fourth year:	$17,032.00
Anytime during fifth year:	$8,516.00
After five full years from recordation of the Façade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 139-34-610-009

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20___, between ROBERT SCHIFF hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 319 FREMONT STREET, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos.139-34-610-009; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the property facing the Facade Easement Area: Facade Easement Area: The area consisting of the building face adjoining the south Fremont Street right-of-way and the westerly and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ _____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure

that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Office of Business Development, 400 Stewart Avenue, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by Agency during the term of this agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchsets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

    d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

    e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

   In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, it's employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: ROBERT SCHIFF
1004 NEW ROAD
NORTHFIELD, NJ 08225-1661

TENANT: ARELNI, LLC d/b/a VIVA VEGAS FREMONT II
2000 SOUTH LAS VEGAS BLVD., #49
LAS VEGAS, NV 89104
ARIEL AKERMAN, Owner

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with 48 hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade improvements or to perform any work authorized by this agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Deed and execution of this agreement by both parties, the Agency shall record this agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the agreement showing the Recorder's stamp.

    This agreement pertains to that area of the Property covered by the Façade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Façade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this agreement resorts to a legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this agreement, or not, and stating the amount of any outstanding fees or charges.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above.

By: _____ Date: _____
Name: ROBERT SCHIFF
Title: OWNER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
OSCAR B. GOODMAN
CHAIRMAN

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2010 by ROBER SCHIFF as OWNER.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2010 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

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The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1.	**Manufacture & install neon and electrical signage**	**$50,000.00**
2.	**Front Door remodel**	**$8,958.50**
3.	**Manufacture & install ¼" glazed clear tempered glass**	**$26,200.00**
	TOTAL ESTIMATED PROJECT COSTS	**$85,158.50**

Estimated CVIP Grant $42,580.00

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work will begin 45 days after approval of Agreement and should be complete within 120 days, depending on contractor's work schedule/work load.

Attachment 6-A

Please Print Legibly

VIP Disclosure of Ownership/Principals

Real Property - Page 1 of 2

VIP Contracting Entity Information

Name Ariel Akerman

Mailing Address 2000 Las Vegas Blvd. S #49 Las Vegas, NV 89104

Business Phone 702 732-7702

Tax ID or Social Security Number 616-10-4129

Ownership Interest

Estate in Severalty X Tenancy in Common_____ Joint Tenancy_____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
ROBERT SCHIFF	1004 NEW RD. NORTHFIELD NJ	609-407-2190

Additional Ownership/Principals

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*:_____

Please Print Legibly

VIP Disclosure of Ownership/Principals

Alternative Disclosure of Ownership/Principal

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 on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document _____

Date of Attached Document _____

Number of Pages _____

Certification of Disclosure of Ownership/Principal - Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature Rebecca Schaff

Date 5/12/2010

State of Nevada
County of Clark

This instrument was acknowledged before me on

May 12, 2010 (date) by

PATRICIA A. WASHINGTON (name of person)

Notary Public 5/12/10

PATRICIA A. WASHINGTON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 20, 2010

Attachment 6-B

AA
Please Print Legibly

VIP Disclosure of Ownership/Principals

VIP Contracting Entity Information

Name Ariel Akerman

Mailing Address 2000 Las Vegas Blvd S #49, Las Vegas, NV 89104

Business Phone 732-7702

Tax ID or Social Security Number 880346166

Type of Business

Sole Proprietor_____ Partnership_____ Limited Liability Company X Corporation_____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the business.

Full Name & Title	Business Address	Business Phone
Ariel Akerman Mg Dir	2000 Las Vegas Blvd S #49, LV, NV 89104	732-7702
Gurdo Akerman Mg Dir	same ↑	

Additional Ownership/Principals

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*:_____

AA

Please Print Legibly

VIP Disclosure of Ownership/Principals

Alternative Disclosure of Ownership/Principal

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 on the previous page. A description of such disclosure documents must be included below.

Name of Attached Document _____

Date of Attached Document _____

Number of Pages _____

Certification of Disclosure of Ownership/Principal - Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete, and accurate.

Signature _____

Date 6/15/10

State of Nevada
County of Clark

This instrument was acknowledged before me on

June 15, 2010 (date) by

Oviel Akerman (name of person)

Rebekah Salomon
Notary Public

REBEKAH SALOMON
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 07-14-13
Certificate No: 09-11190-1

Attachment 7

Please Print Legibly

VIP Participant Affidavit and Employment Plan

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Ariel Akerman, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the ARELNI LLC, a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 319 Fremont St. ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

   Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☒
   b. Create jobs or other business opportunities for nearby residents; ☐
   c. Increase local revenues from desirable sources; ☒
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☐
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☐

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate or existing businesses to remain within the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner.; ☐ or
   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance. ☐ or
   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight. ☒ or
   d. The exterior improvements to the property or business do not have a direct affect on revenues therefore making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐ or

e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☐

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. _____(initial)

b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. _____(initial)

c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. _____(initial)

d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. _____(initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employee neighborhood residents.

Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 10 day of MARCH, 2010.

Authorized Signature: _____

STATE OF NEVADA
COUNTY OF CLARK

SIGNED AND SWORN TO before

me this 10 day of MARCH, 2010, by ARIEL A KERMAN.

Laura Applegate

NOTARY PUBLIC

My Commission Expires: 11-14-2012

LAURA APPLEGATE
NOTARY PUBLIC STATE OF NEVADA
My Commission Expires: 11-14-2012
Certificate No: 09-9775-1

Attachment 8

VIP Real Property Owner Consent

Please Print Legibly

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Robert Schiff, owner and/or authorized representative of APN# 139-34-610-009 also commonly known as 319 Fremont Street hereby consent to the proposed exterior improvements on the above listed property **and** consent to the participation in the Visual Improvement Program which are to be undertaken by Ariel Akerman CARELNI, LLC the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Las Vegas will record a non-exclusive façade easement deed and building maintenance agreement to the above listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/or business owner will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five year period.

DATED this 8 day of June, 2010.

Authorized Representative: Robert Schiff

SIGNED AND SWORN TO before
me this 8 day of June, 2010, by Janet P Glick.

NOTARY PUBLIC
My Commission Expires: Janet Patricia Glick

JANET PATRICIA GLICK
Notary Public
State of New Jersey
My Commission Expires Jun 27, 2012

Before Photos – Viva Vegas Gift Shop
(319 Fremont Street)



Before Photos – Viva Vegas Gift Shop
(319 Fremont Street)



After Rendering – Viva Vegas Gift Shop
(319 Fremont Street)



Chasing lights on a red painted raceway

Black Pre-coat aluminum panels

Repaint facade

New plex face with vinyl copy

Re-lamp existing raceway

2' x 32' opening with pre-coat black aluminum

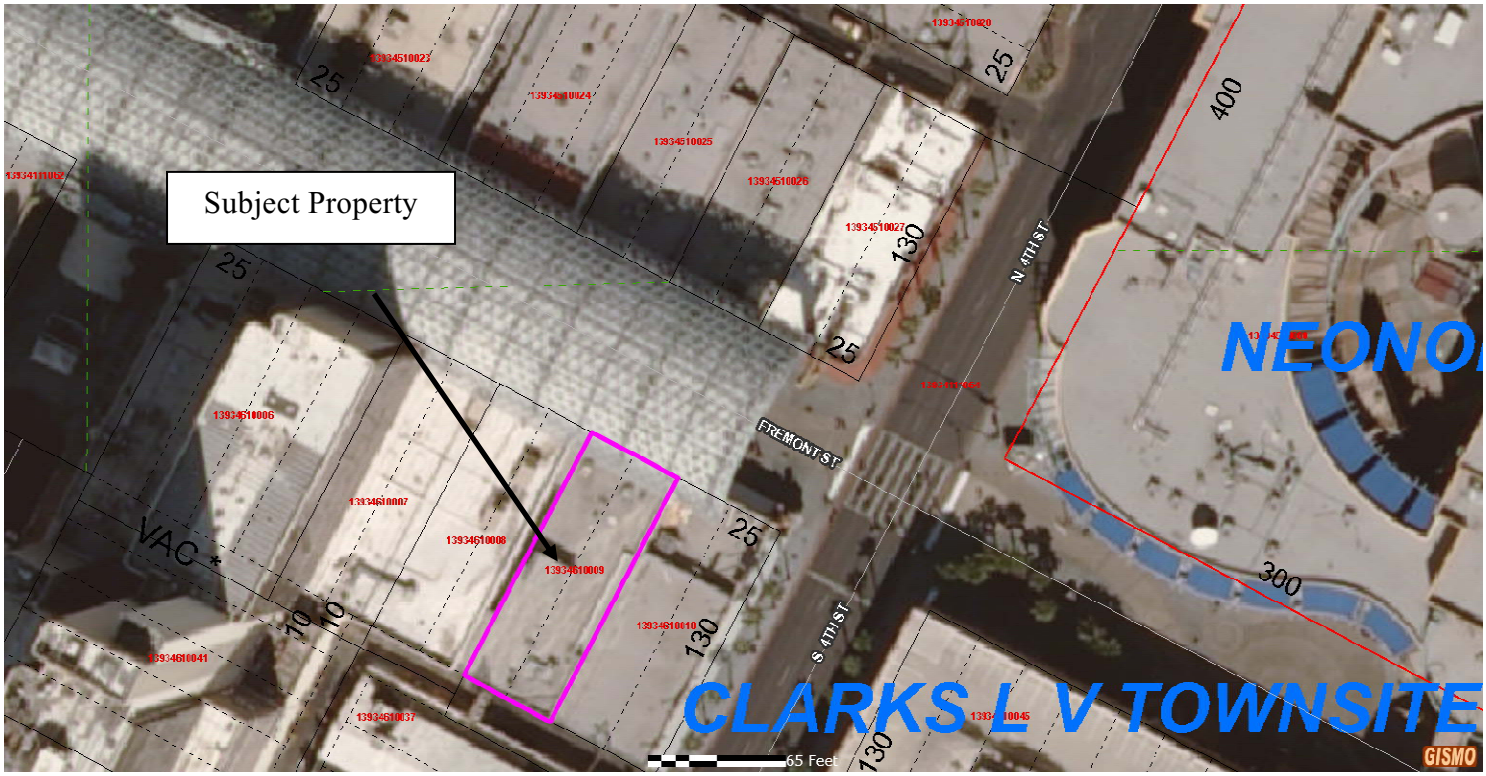
Letters painted with exposed neon yellow border neon. 11s14 clear incandescent lamps on random flash.

Face and halo lit stars with neon

Refurbish can to accept LED unit new face with 2nd surface vinyl copy

Existing columns to be cladded with brushed aluminum with stainless steel kickers

SITE MAP – VIVA VEGAS
(319 FREMONT STREET)



City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
BOARDS & COMMISSIONS:

NEON MUSEUM BOARD OF TRUSTEES – Councilwoman Lois Tarkanian, Class I Trustee – Term Expiration 9-15-2010

Fiscal Impact

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

PURPOSE/BACKGROUND:
The articles of incorporation and bylaws allow for three trustees from the City of Las Vegas, appointed by the City Council, to serve on the Board of Trustees. The term of office is for 3 years with no limit to the number of terms that may be served. Councilwoman Tarkanian is eligible and wishes to be reappointed.

RECOMMENDATION:
Procedure for this Board requires appointment by the City Council. Options are: Reappoint Councilwoman Tarkanian OR appoint a new Class I Trustee

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Board Interest Forms from Audrey Asselin and Trevor Hayes

9-2-2009

NEON MUSEUM BOARD OF TRUSTEES

MEMBERS	ADDRESS	ZIP CODE	ORIGINAL APPT.	TERM EXPIRES
CITY OF LAS VEGAS APPOINTMENTS UNDER THE NEW BY LAWS ADOPTED 8-21-2002				
1. TARKANIAN, LOIS (COUNCILWOMAN)	400 Stewart Ave. **Class I**	89101	7-20-2005 **(Reap. 8-15-2007)**	9-15-2010
2. DEANER, NANCY Bus: 229-6712, Fax: 383-6306 Bus: 300 East Charleston, Las Vegas, NV 89104	1900 Plaza Del Padre **Class II**	89102	10-27-97 **(Reap. 10-6-99) (Reap. 6-18-2003) (Reap. 10-5-2005) (Reap. 10-1-2008)**	10-27-2011
3. DUFFY, PATRICK	P.O. Box 14983 **Class III**	89131	7-11-2007 **(Reap. 9-2-2009)**	9-15-2012

AUTHORITY: N.R.S. 82.006 and 82.031 - By-Laws Amended on 8-21-2002 to remove the City of Las Vegas as the sole member of the Neon Museum Board. Three appointments are to be made by the City of Las Vegas to the Board of Trustees, Class I, Class II and Class III.

TERM: Three (3) Classes shall hold office:
Class I, **Class II, Class III -** After each initial term of office the term of office for each class of Trustee shall be three (3) years, with no limit to the number of terms.
Must fill unexpired term-if appropriate

NOTES: No City residency requirement – No Financial Disclosure Requirement

APPOINTED: 3 members appointed by the City Council.

PURPOSE: In support of the Neon Museum with regard to real property such as historical signs, fundraising and all other activities in furtherance of the goals and objectives of The Neon Museum.

MEETINGS: Meetings are set by the By-Laws of the Neon Museum.

ON AUGUST 21, 2002, BY ACTION OF THE LAS VEGAS CITY COUNCIL AS THE SOLE MEMBER OF THE NEON MUSEUM BOARD, REMOVED THE CITY OF LAS VEGAS AS THE SOLE MEMBER OF THE NEON MUSEUM BOARD. THE ARTICLES OF INCORPORATION AND THE BYLAWS WERE AMENDED TO ALLOW FOR THREE MEMBERS FROM THE CITY OF LAS VEGAS, APPOINTED BY THE COUNCIL TO SERVE ON THE BOARD OF TRUSTEES.

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Audrey Asselin

Home Street Address: 7921 Aviano Pines

City: LV **NV** **ZIP Code:** 89129

Work Street Address: 1009 Whitney Ranch

City: Henderson **ZIP Code:** 89014

Employer: TRC **Occupation:** Civil Engineer

Home Phone Number: 702.655.1002 **Work Phone Number:** 702.248.6415

Other Phone Number: 702.499.2958 (cell) **Email Address:** aasselin@trcsolutions.com

Please list the boards, commissions, or committees that you are interested in serving on:

① Community Development Recommending Board,
② Conservation District of Southern Nevada, ③ Historic Preservation Commission, ④ Neon Museum Board,
⑤ Parks & Rec Advisory Commission
⑥ Planning Commission
⑦ Redevelopment Agency
⑧ Regional Flood Control District
⑨ Traffic & Parking Commission
⑩ Bus Bench/Shelter Constr. & Maint.

For office use only

CLV Y ✓ N ___

Ward 4

Date 2/9/09

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

APWA Conference Committee

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

(See Attached as well)

I have lived in the LV area for over 30 years and I have been a part of the growth & development of this town as a Civil Engineer for over 25 years. I care & I want to help.

Please list any of your relatives or friends that work for the entity in which you would be serving:

NA

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

July 8, 2009

Attachment:

Qualifications to Serve on Boards, Commissions and or Committees:

I have lived in Las Vegas for 33 years and have been involved in the growth and development of the Las Vegas Valley Area with my career of over 25 years in the Civil Engineering and Land Development Industry.

I have been intimately involved in the Entitlement, Design and Construction Management aspects of Private Development as well as numerous Public Facilities here in the valley area.

I can bring the experience of working with Developers and Public Entities to the Boards, Commissions and Committees that I will serve on. My experience has taught me that positive, calculated growth within any entity, whether private business or community development or even personal goals, is paramount, not to just the survival of that entity, but is necessary to the well being and good health of that entity. I can hit the ground running, so to speak, with an understanding of development codes and planning experience and the understanding of what is an appropriate growth direction.

My goal of serving my community is to bring experience and leadership to a position that serves the City Council Members, my community and the greater good of the Las Vegas Valley.

I am in a position personally to be able to dedicate time and effort to the needs of my community, so I'm asking to be placed on any Board, Commission or Committee that may benefit from my experience.

Audrey Asselin, P.E.

7921 Aviano Pines Avenue
Las Vegas, Nevada 89129
702-499-2958

Experience

TRC (formerly V-Point)

Engineering Director ***4/2007 through present***

- Business Development
- Oversee of Project Entitlements, Project Design and Coordination
- Oversee of Production Group implementing Improvement Plans and all relevant reports and calculations
- Project Scheduling and Client Liaison
- Contract Negotiation, Extra Origination, Contract Management and Billing

Subdivision Acceptance LLC

Vice President of Operations ***8/2006 through 4/2007***

- Management of Company Start up and Client Base Marketing and Sales
- Business Development
- Oversee of Estimates and Cost Analysis
- General Management / Hiring

Centex Homes

Land Development Manager ***4/2004 through 7/2006***

- Oversight of Construction Management
- Management of Project Entitlements, Land Construction Budgets, Construction Schedules, Cash Flows and Contractor Performance
- Land Acquisition Analysis, Budgets, Schedules and Pro formas
- Responsibilities included:
  - Land Acquisition research and analysis to help determine profit potential
  - Land Acquisition Pro formas
  - Coordination and Management of Engineering Documents, Entitlements and schedules
  - Value Engineering of each facet of construction for Land Development
  - Contract Negotiation, Budget Management and Management of Cash Flow projections for Land Development
  - Management of Land Construction Schedule to meet the Master Schedule for Vertical Starts and Sales
  - Quarterly analysis of Budgets and the Costs to Complete the project to insure Land Costs were projected correctly through home sales
  - Bond exoneration and utility refund analysis in order to close out jobs and budgets
  - Bi-party and Tri-party contract and budget management
  - Training and protocol development for Forward Planning, Land Development Management and Field Operations

CVL Consultants, Inc

Senior Project Manager ***6/2002 through 4/2004***

- Oversee of Project Entitlements, Project Design and Coordination
- Oversee of Improvement Plans Production and all relevant reports as well as Final Maps
- Project Scheduling and Client Liaison
- Contract and Extra Origination and Contract Management

Civiltec, Inc

Project Manager ***3/1996 through 6/2002***

- Project Design and Coordination
- Tentative Map, Site Planning and Layout, Site Calc'ing and Zoning
- Field Note Reduction
- Sewer / Water Analysis with Report
- Coordination with Hydrology
- Storm Drain Calcs
- Computer Department Manager; Acad, Softdesk Standards
- Client/Architect Coordination and correspondence
- Final Mapping

At Home Mom ***2/1993 through 3/1996***

L.R. Nelson, Inc

Project Manager ***2/1991 through 2/1993***

- Project Design and Coordination
- Site Layout, Planning and Calculating
- Field Note Reduction
- Sewer / Water Analysis with Report
- Coordination with Hydrology and some Storm Drain Calcs
- Computer Department Manager; Acad, Softdesk Standards
- Construction Management in conjunction with Architect for 2 High Schools
- Client/Architect Coordination and correspondence

E. S. I.

Project Designer ***2/1989 through 2/1991***

- Project Design and Coordination
- Field Note Reduction
- Sewer / Water Analysis with Report
- Coordination with Hydrology, some Storm Drain Calcs

L.R. Nelson, Inc

Designer ***7/1987 through 2/1989***

S. E. A.
Drafter ***9/1985 through 7/1987***

J. M. Montgomery Engineers
Drafter and Runner ***9/1983 through 9/1985***

Relevant Construction Management Projects

- *Santa Bella 3 and 4 Single Family Residential (SFR) Development*
- *Tropical and Lawrence SFR*
- *Robindale Lindale North and South SFR*
- *Nelson Ranch and Nelson Ranch Pump Station SFR*
- *Edna Van Allen SFR*
- *Mesa Verde (Finished Lot Acquisition) SFR*

Relevant Design Projects

- *Mountain Falls South Master plan Residential Community, Pahrump*
- *First International Bank, Pahrump*
- *Spring Mt. Motorsports Park, Microtel, Pahrump*
- *Wheeler Pass RV Park, Pahrump*
- *Sanders Winery, Pahrump*
- *Gateway Master plan, Pahrump*
- *Duck Creek Apts*
- *Santa Bella 3 and 4 SFR*
- *Tesoro, Terracina, Terrasol Subdivisions*
- *La Cresenta and La Ventina Subdivisions*
- *Grand View Apartments*
- *Martinez Elementary School*
- *Black Mountain, Towncenter LDS Churches*
- *Copper Canyon, Willows At Sunrise, Willows At Lone Mountain Apartments Sites*
- *Edna Garden, Cottonwood At Sunrise, Cottonwood North, Horizon Heights, Fairway Pointe At Queensridge Subdivisions*
- *Horizon Marketplace, Green Valley Business Center, Simmons Market Place Commercial Sites*
- *Las Vegas, Durango, Silverado High Schools*
- *Tate and Snyder Office Building*
- *Valle Verde / Pittman Wash Bridge - Civil Design*
- *Buckingham Estates, South Shore Villas, Copper Ridge Subdivisions*
- *Pecos Road, Windmill Road, Pebble Road*

Education

University of Nevada, Las Vegas
Civil Engineering Major

Certifications / License

State Of Nevada
Professional Engineering License 18277

RECEIVED
CITY CLERK

2010 MAY 10 A 11:35

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Trevor Hayes

Home Street Address: 3108 Sonia Drive

City: Las Vegas **ZIP Code:** 89107

Work Street Address: 6060 Elton Ave, Suite A

City: Las Vegas **ZIP Code:** 89107

Employer: Cooper Levinson **Occupation:** Attorney

Home Phone Number: 308-9993 **Work Phone Number:** 366-1125

Other Phone Number: _____ **Email Address:** thayes@hayeslawnevada.com

Please list the boards, commissions, or committees that you are interested in serving on:

Planning Commission, Redevelopment Agency, CPAC, Downtown Design Review, Historic Preservation, Parks & Rec, Traffic & Parking, Community Development Recommending, Neon museum, Neighborhood Partners Fund Arts

For office use only
CLV Y ✓ N ___
Ward 1
Date 5/10/2010

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

City of Las Vegas Collaborative Team for Value Assessment Program Review

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

Please list any of your relatives or friends that work for the entity in which you would be serving:

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

Trevor Hayes
Addendum to Application

Please discuss your qualifications to serve on any boards, commissions, or committees:

I have been a Southern Nevada resident since 1992 and have always been interested in bettering the community. Many of my professional jobs have allowed me to take such a role (see attached résumé). After college, I worked as a newspaper reporter for the Associated Press and the Las Vegas Review-Journal before attending law school. After law school I began working for Lionel Sawyer & Collins as an administrative attorney, with a significant focus on local land use and state legislative matters.

The experience I gained representing the private sector before local governments has provided me with experience that would help me to serve the City of Las Vegas in a number of areas. I also represented another Southern Nevada city before the Nevada Legislature, providing me greater insight into city government. While my experience would assist me best on the Planning Commission, I am interested in serving on any of a number of boards.

Additionally, I am a 2005 graduate of the Las Vegas Citizens Leadership Academy. This program was run by the City of Las Vegas and introduced a group of citizens to a wide range of city departments.

Trevor Hayes

3108 Sonia Drive
Las Vegas, Nevada 89107
thayes@hayeslawnevada.com
(702) 308-9993

PROFESSIONAL EXPERIENCE:

Hayes Law — Las Vegas, NV
Attorney — September 2009 – Present

- Owner of a firm practicing administrative law, regulatory law, and legislative advocacy
- Representative clients include a $13 billion international technology company, a real estate developer, and a statewide trade association

Lionel Sawyer & Collins — Las Vegas, NV
Administrative Law Attorney/ Government Affairs Manager — May 2005 – September 2009

- Managed the state Legislative practice and Carson City office for the state's largest private law firm
- Represented more than 25 clients during two regular and three special sessions of the Legislature
- Drafted proposed legislation, testify before legislative committees, and work with legislators
- Advocated for clients in their interactions with state government entities, such as the Nevada Gaming Commission, Tax Commission, Transportation Authority, etc.
- Obtained permits, licenses, and entitlements from local governments
- Developed and implemented marketing strategies for the firm
- Teaching assistant to Bob Faiss in Boyd School of Law gaming law course
- *Super Lawyers* Rising Star, 2008, 2010, awarded to less than 2.5 percent of attorneys under age 40
- *Las Vegas Business Press* Rising Star of Business, 2007, one of 12 recipients
- Named a legislative standout by the Las Vegas Review-Journal, 2007

Meetings Media — San Francisco, CA
News/Features Editor — September 2001 – August 2002

- Wrote and edited stories, and managed a team of 20 freelance writers for travel industry magazines

Las Vegas Review-Journal — Las Vegas, NV
Staff Writer — January 2000 - August 2001

- As a business reporter, covered gaming, labor unions, technology, tourism, retail, and development
- As a suburban government reporter, covered Nevada's second and fourth largest cities
- Received Nevada Press Association, Honorable Mention for best business story

Associated Press — Las Vegas, NV
Reporter — October 1999 - January 2000

- Wrote breaking news and enterprise stories in Las Vegas for the world's largest news organization

The Resort at Summerlin — Las Vegas, NV
Public Relations Manager — *April 1999 – October 1999*

- Developed communication strategies, wrote press releases, and served as media contact

R & R Advertising — Las Vegas, NV
Assistant Account Executive — September 1998 – March 1999

- Wrote press releases, developed communications plans, and garnered media coverage for clients
- Received Association of Business Communicators Award of Merit for work on youth violence campaign

Freelance Writer — September 1997 - June 2003

- Wrote feature and news stories for local, regional and international publications
- Wrote a column of my experiences as a law student for vault.com

LEGAL INTERNSHIPS:

United States Attorney, Northern District of Illinois — **Chicago, IL**
Student Intern — Spring 2005
- Assisted attorneys in trial preparation through legal research and writing
- Prosecuted petty offense cases

Northwestern University School of Law — **Chicago, IL**
Bluhm Legal Clinic — Fall 2004
- Drafted motions, conducted investigations, and interviewed witnesses and clients
- Served as rapporteur at a legal aid conference in Africa, which resulted in a UN resolution

New York County (Manhattan) District Attorney — **New York, NY**
Intern — Summer 2004
- Sat second seat at a felony jury trial
- Assisted with and observed suspect interrogations, witness interviews, expert interviews, and trials
- Conducted research on substantive and procedural legal issues in preparation for trials

United States District Court, District of Nevada — **Las Vegas, NV**
Judicial Extern for Hon. James C. Mahan — Summer 2003
- Briefed the judge on civil and criminal cases and wrote bench memoranda and orders

Cook County State's Attorney — **Chicago, IL**
Legal Clerk — Summer 2003
- Honed legal research, writing and analysis by writing appellate briefs for the criminal appeals division

EDUCATION:

Northwestern University School of Law — **Chicago, IL**
Juris Doctor — May 2005
- International Team Project, visited Cuba, Thailand, and Cambodia as part of a comparative law course
- Elected by student body to serve as the Student Bar Association representative to the ABA
- Student Admissions Committee: Interviewed prospective students and planned admitted students' day
- Co-founder Media and Entertainment Law Society
- Illinois Bar Foundation scholarship recipient for Northwestern University School of Law
- Received ABA scholarship to attend the Forum on Communications Law annual conference

University of Nevada, Las Vegas — **Las Vegas, NV**
Bachelor of Arts, Communication Studies – Print Journalism
- Dean's Honor List
- President, Tau Kappa Epsilon social fraternity, named Brother of the Year and Most Inspirational
- Section-editor and staff writer for Rebel Yell student newspaper serving a student body of 20,000

PROFESSIONAL AND CIVIC AFFILIATIONS:
- Board Member, UNLV Alumni Association
- Founding Board Member, UNLV Greenspun School of Journalism Alumni Association
- Nevada Supreme Court Commission on Access to Justice, Subcommittee for Public Awareness
- Pro bono Volunteer, Children's Attorney Project at the Legal Aid Center of Southern Nevada
- Founding Board Member, Nevada Freedom of Information Coalition
- Founder and chairman, UNLV's Runnin' Rebel Ambassadors
- Co-chair of the State Bar of Nevada Young Lawyers Division Charity Golf Tournament
- Graduate, Las Vegas Citizens Leadership Academy
- Member, State Bar of Nevada

Please find attached a City of Las Vegas, board, commission, or committee interest form.

--
Trevor Hayes
3108 Sonia Drive
Las Vegas, NV 89107

Ph: 702-308-9993
Fax: 702-924-2573

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

ABEYANCE ITEM – 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:
ADOPTION as a First Amendment at 8/18/2010 City Council meeting pursuant to the 8/3/2010 Recommending Committee.

First Reading - 7/7/2010; First Publication - 8/6/2010

BACKUP DOCUMENTATION:
1. Bill No. 2010-31
2. Business Impact Statement
3. Letter and Copy of Santa Monica Municipal Code by Allen Lichtenstein
4. PowerPoint Presentation, DVD with PowerPoint, Videos and Photographs and Exhibits 1-9 by Staff
5.. Berger caselaw by Maggie McLetchie
6. Verbatim Transcript from 8/3/2010 Recommending Committee meeting
7. Bill No. 2010-31 First Amendment

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.

. . .

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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": _____

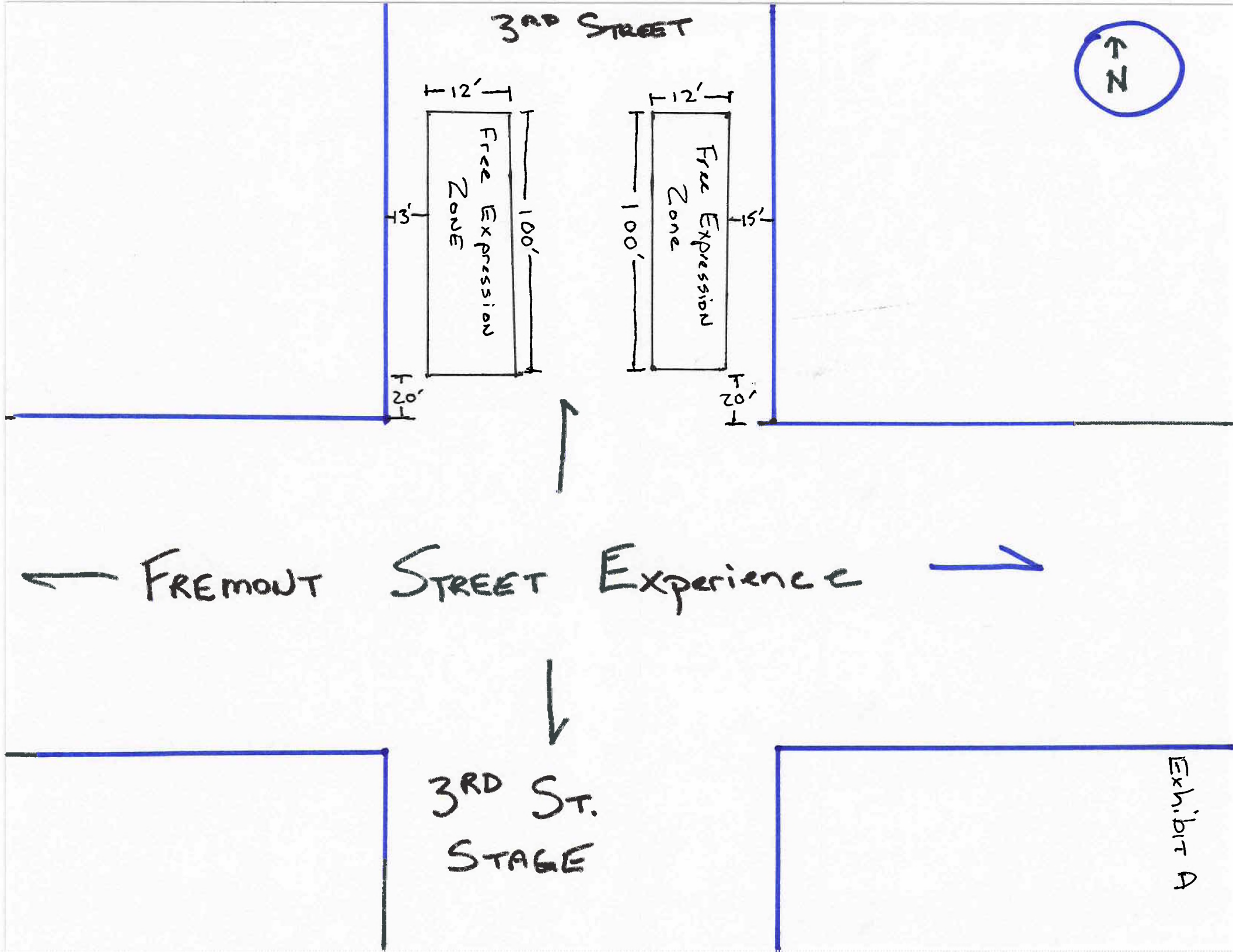
ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk


3RD STREET
N
12'
12'
Free Expression Zone
Free Expression Zone
43'
100'
100'
15'
20'
20'
← 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)

I. History of the Fremont Street Experience Project

Submitted At Meeting
Date 8/3/10
Item 3

- Conceived in the early 1990s as a way to draw more people to the ailing downtown gambling area.
- Fremont Street was closed permanently to vehicular traffic in 1994.
- Construction began in 1994 and the Fremont Street Experience (FSE) opened in 1995.
- The FSE is a cooperative venture, owned and operated by a group of downtown hotel/casino companies, with the ongoing involvement of the City of Las Vegas.

- The elements of the project were:
  - Fremont Street Experience canopy.
  - Removal of streets and sidewalks to be replaced by pedestrian mall.
  - Construction of parking garage at the Fremont Street Experience between 4th Street and Las Vegas Blvd.
  - Before the project, the sidewalks had always been open to speech.
  - The former Fremont Street had been reserved for vehicular traffic and not open to free speech.

A. Development Agreement

- October 1993-A four party Development Agreement to construct the FSE is executed between:
  - City of Las Vegas
  - City of Las Vegas Redevelopment Agency
  - Fremont Street Experience LLC
  - Fremont Street Experience Parking Garage LLC

- September 1995-Four party Development Agreement is amended and restated to reflect the final version of the Fremont Street Experience Project and parking garage.

- FSE LLC is responsible for operation and maintenance of the FSE including, but not limited to, operation and maintenance of the pedestrian mall and operation and maintenance of the canopy and light show.
- FSE Parking Garage LLC is responsible for repaying taxpayers for cost overruns in acquiring property for parking garage.
- FSE LLC derives all profits from commercial use of pedestrian mall to offset costs of operation and maintenance including, the leasing of retail space in the mall, special events and any other commercial use permitted by the development agreement.

How was the pedestrian mall funded?

- Room tax bond
- Tax increment bond
- Contribution from Fremont Street Experience LLC
- Six million dollar grant from LVCVA

Who owns the pedestrian mall?

- NRS 268.812(5) allowed the conversion of right of way to pedestrian mall without government losing its interest in controlling the underlying real property.

Is Fremont Street Experience funded using park money and is it a park?

- LVCVA is organized under NRS 244A.599(The County Fair and Recreation Boards).
- Unclear if LVCVA could fund a pedestrian mall under NRS 244A.599.
- NRS 268.816 (3) was amended in 1993 to make clear that a pedestrian mall is a recreational facility eligible for funding under NRS 244A.599.
- No park money was used to construct the Fremont Street Experience nor has FSE been a park.

B. Pedestrian Mall Ordinance

- October 1993-City adopts Ordinance 3747 establishing the FSE pedestrian mall, setting its boundaries, charges FSE LLC with managing and operating the mall. (LVMC 11.68)

C. Solicitation Ordinance

- January 1995-City adopts Ordinance 3862 creating new definitions of solicitation and coercion, limiting the places a person can solicit and prohibiting solicitation in the pedestrian mall. (LVMC 10.44)

Fremont Street Experience Today

- Currently a pedestrian mall and a major tourist attraction in Downtown Las Vegas.
- Occupies the westernmost five blocks of Fremont Street.
- Main attraction is a barrel vault canopy 90 ft. high and four blocks (app. 1,500 feet) in length.
- More than 12 million LED lamps illuminate the overhead canopy.
- Primary focus is to create an environment of entertainment, retail, and outdoor dining opportunities.
- FSE is also home to the Neon Museum which displays historic neon signs.

Conclusion

- FSE was conceived as a privately operated and managed public attraction.
- Revenue derived from the commercial operation of the mall would be used to operate the light show and maintain the mall.
- No tax payer money would ever be used to operate and maintain FSE.

II. History of Litigation

ACLU v. City of Las Vegas

U.S. District Court

Case No. 97-01419

1. ACLU filed first lawsuit in 1997.
   - ACLU alleged that the solicitation and pedestrian mall ordinances were unconstitutional by prohibiting solicitation, leafleting, unauthorized vending, and the unauthorized erection of tables and structures in the Mall.
   - Federal District Court upheld the solicitation ban and tabling restriction, but enjoined enforcement of the leafleting and vending restrictions. Each side appealed the decision, but the 9th Circuit dismissed these appeals.
   - April 2001- Federal District Court granted summary judgment for the City with regard to the solicitation and tabling ordinances and summary judgment for the ACLU with regard to their challenge to the leafleting and vending ordinances.

II. 2001-ACLU again challenges the constitutionality of provisions of the pedestrian mall ordinance relating to prohibitions involving free speech.

- Federal District Court of Nevada upholds most provisions of the ordinance. Federal District Court finds FSE is not a public forum.
- ACLU appeals to the 9th Circuit.

- 9th Circuit determined that the Pedestrian Mall should be classified as a traditional public forum for the purposes of a First Amendment analysis.
- Evaluating the ordinances under the more demanding standard applicable in a traditional public forum, the 9th Circuit upheld the injunction against the leafleting and vending ordinances and remanded the case to determine whether the solicitation ban and tabling restriction were narrowly tailored to serve significant government interest.
- The 9th Circuit recognized that all of the ordinances, including the vending restriction, were content-neutral time, place or manner restrictions.

- Back again in Federal District Court, the case re-analyzed the solicitation and tabling ordinances and upheld the solicitation ban as a valid content-neutral time, place and manner restriction, even as a public forum.
- Additionally, the Court granted summary judgment for the ACLU on its claim against the tabling ordinance.

- On appeal a third time, the 9th Circuit overturned the district court's ruling and invalidated prohibitions against solicitation, leafleting, tabling and vending in the pedestrian mall.

New Legislation

- To comply with the decision of the 9th Circuit, the City eliminated the ban on leafleting found at LVMC §11.68.100(1) and removed the exception for labor-related activities from the tabling restriction codified at LVMC §11.68.100(H).
- The City also adjusted the definition of solicitation.
- ACLU files a challenge to the new pedestrian mall ordinance.

- A Federal District Court judge grants summary judgment in March 2009.
- Result:
  - The definition of solicitation was declared unconstitutional.
  - The prohibitions against mall vending, advertising and entertainment were declared unconstitutional.
  - The prohibition against erection of tables and other structures was declared unconstitutional.
  - The prohibition against solicitation was declared unconstitutional.

III. Why are regulations necessary?

- No regulation means .. .
  - 1. No viable commercial opportunity can exist.
  - 2. Unregulated speech competes with primary purpose of pedestrian mall.
    - Light show
    - Stage shows
    - Special events
    - Retail kiosks
    - Outdoor cafes


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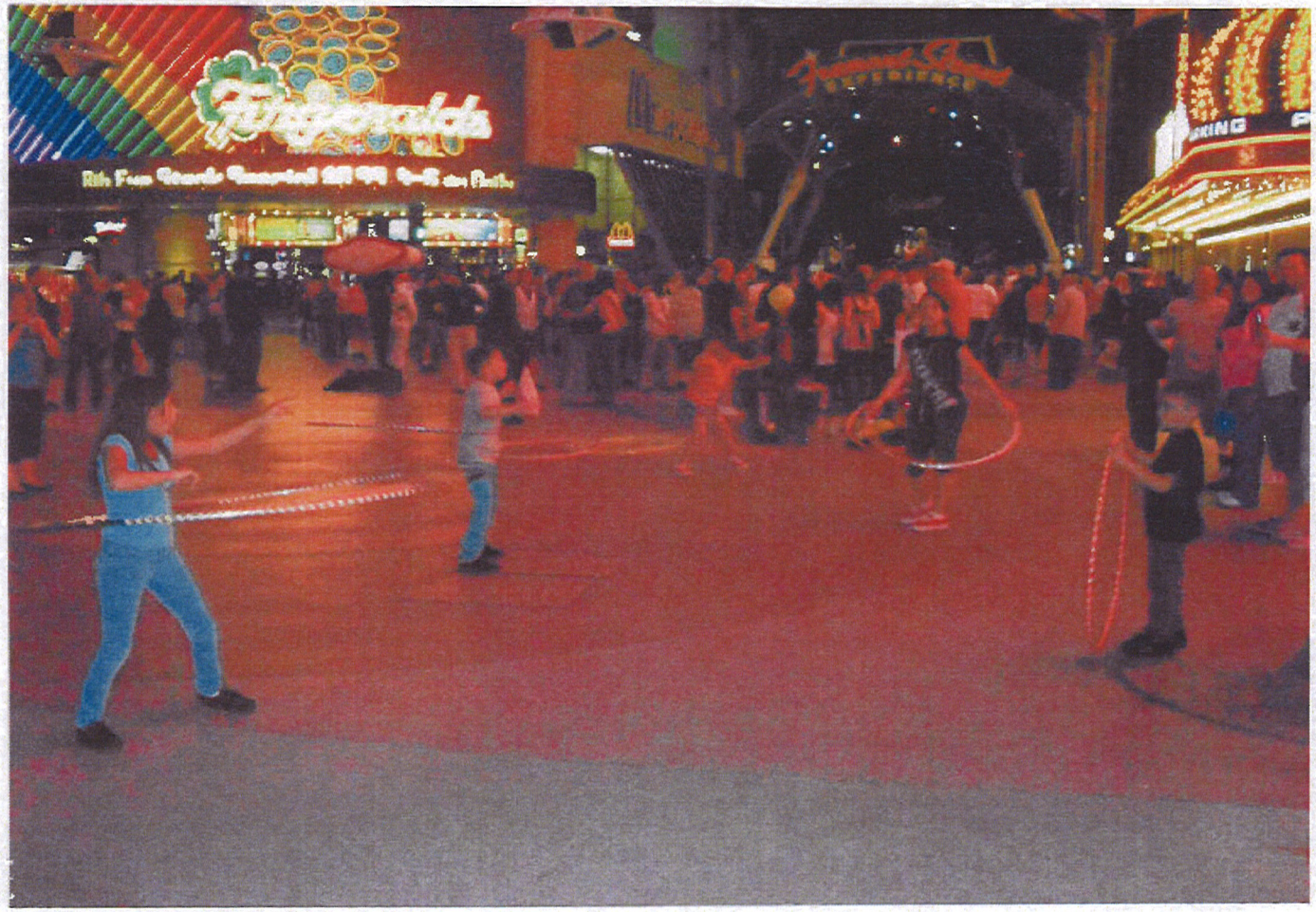
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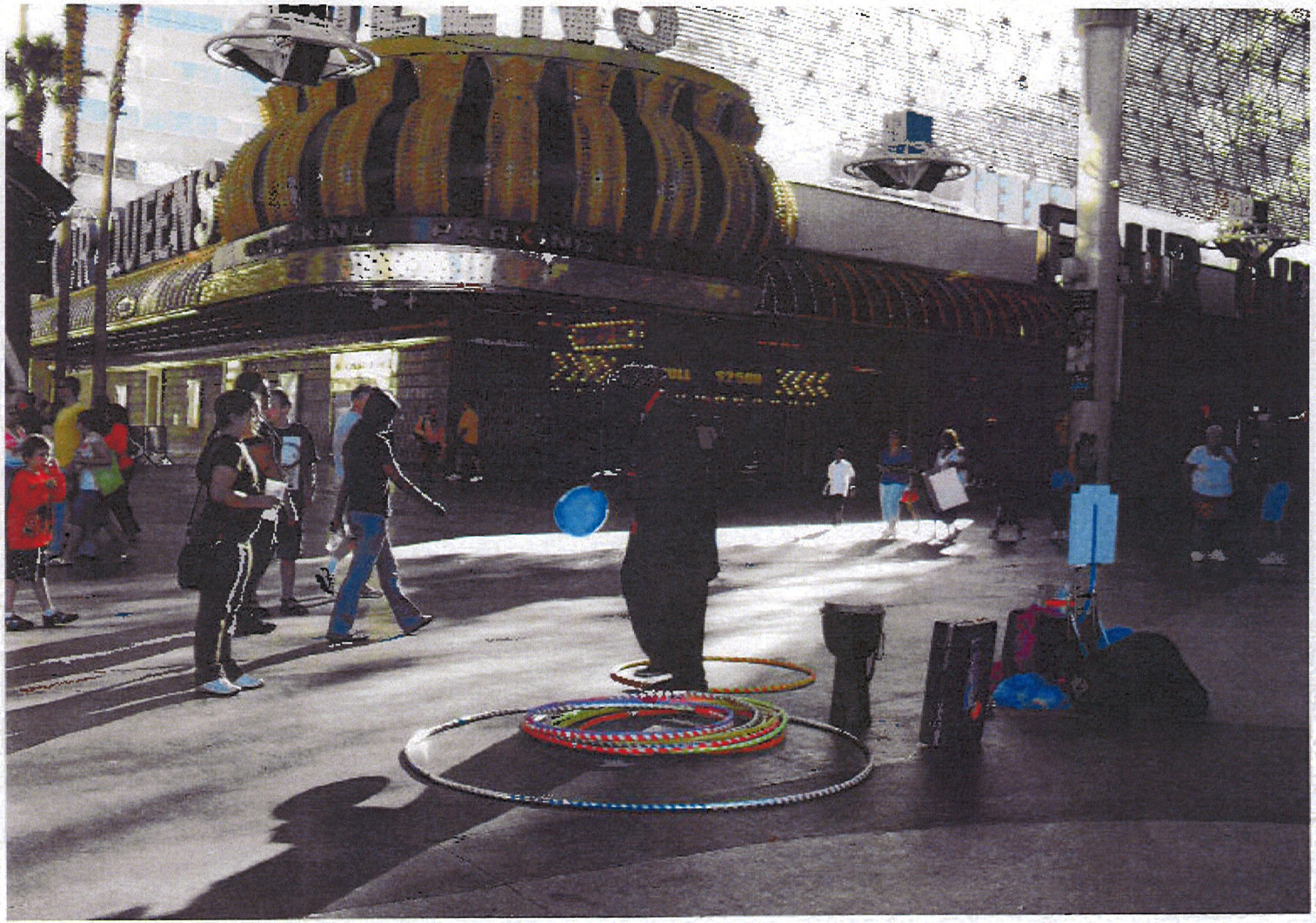


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CASINO











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REPORTING OFFICER'S SIGNATURE

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Fremont Street Las Vegas -
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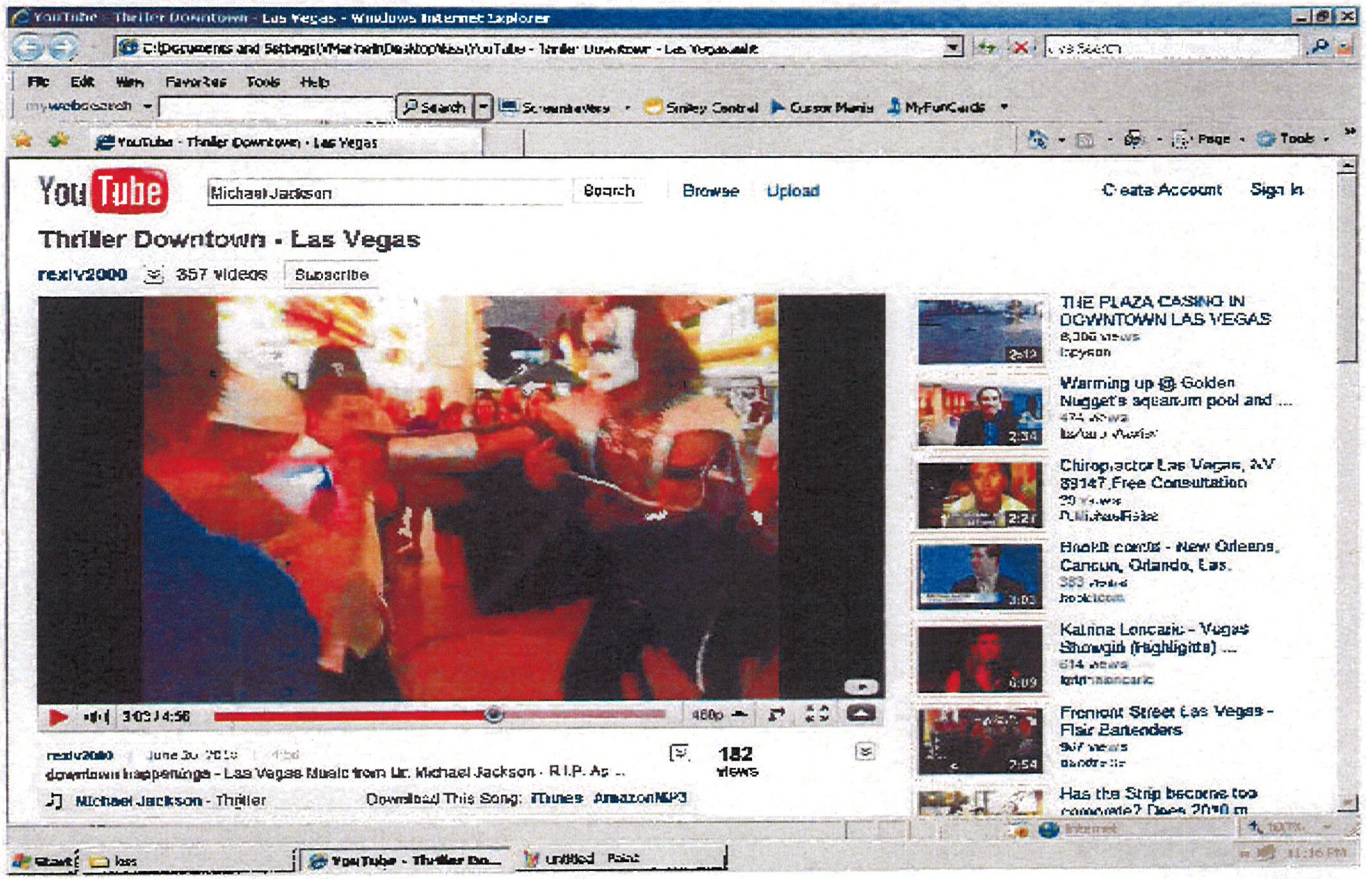
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THE PLAZA CASINO IN DOWNTOWN LAS VEGAS
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Kalina Loncaric - Vegas Showgirl (highlights) ...
Fremont Street Las Vegas - Flair Bartenders
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IV. The New Ordinance

Bill No. 2010-31

- Bill recognizes that the pedestrian mall is a traditional public forum subject to reasonable time, place and manner restrictions.
- Government must demonstrate a significant interest in such regulation.
- Restrictions must be narrowly tailored leaving alternatives available.

What can be prohibited as a matter of law

- Coercive solicitation-blocking, threatening, compelling or forcing
- Solicitation within 20 feet of an ATM or 10 feet of the entrance of a commercial building. LVMC 10.44.030 (see map)
- Solicitation in convention centers during trade shows (*Hampton International Comm. v. LVCVA*)
- Convention protesters *(Menotti v. City of Seattle)*
- Solicitors at public fairground (*Heffron v. Inter. Soc. For Krishna Consciousness*)
- Beach vendors *(One Word One Family Now v. City and County of Honolulu)*

SECTION 1

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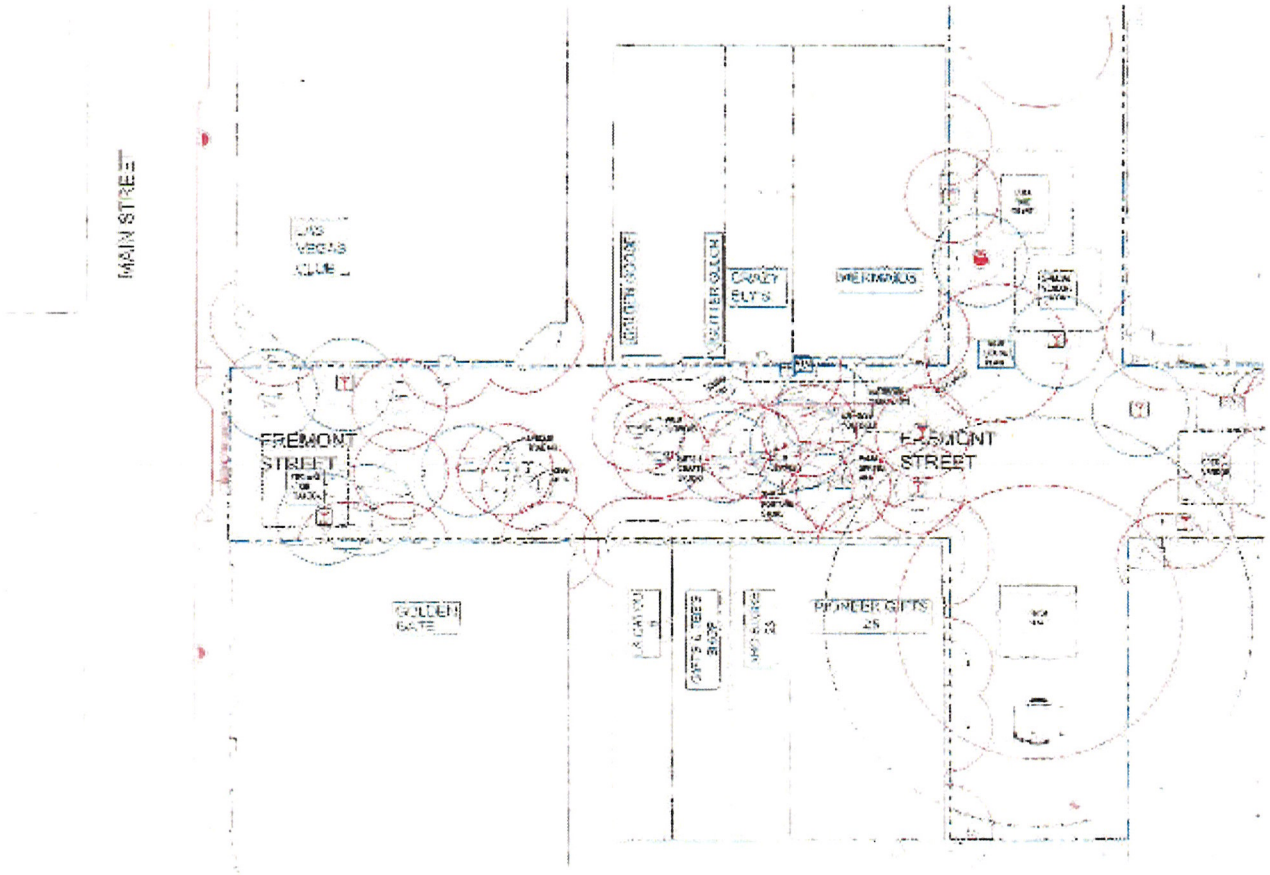

SECTION 2

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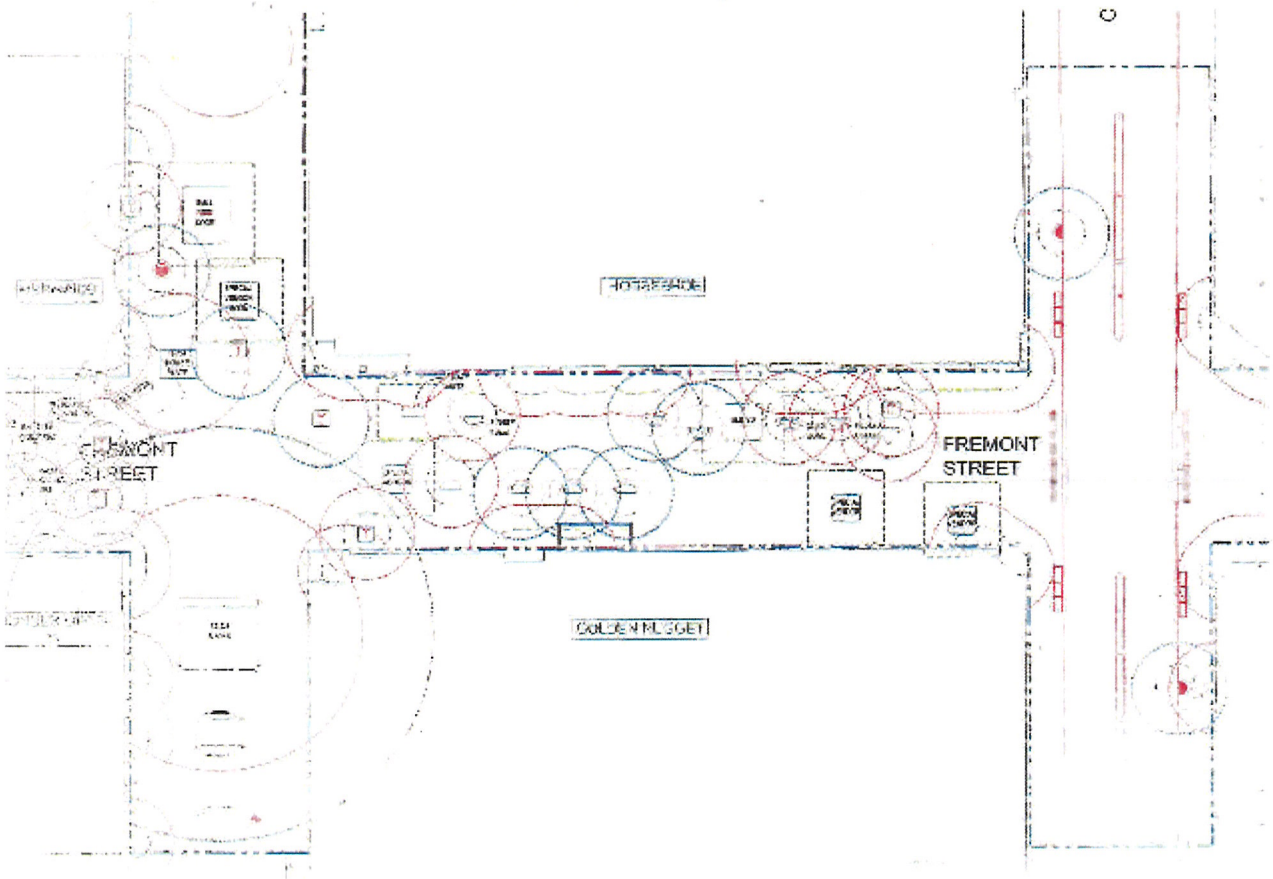

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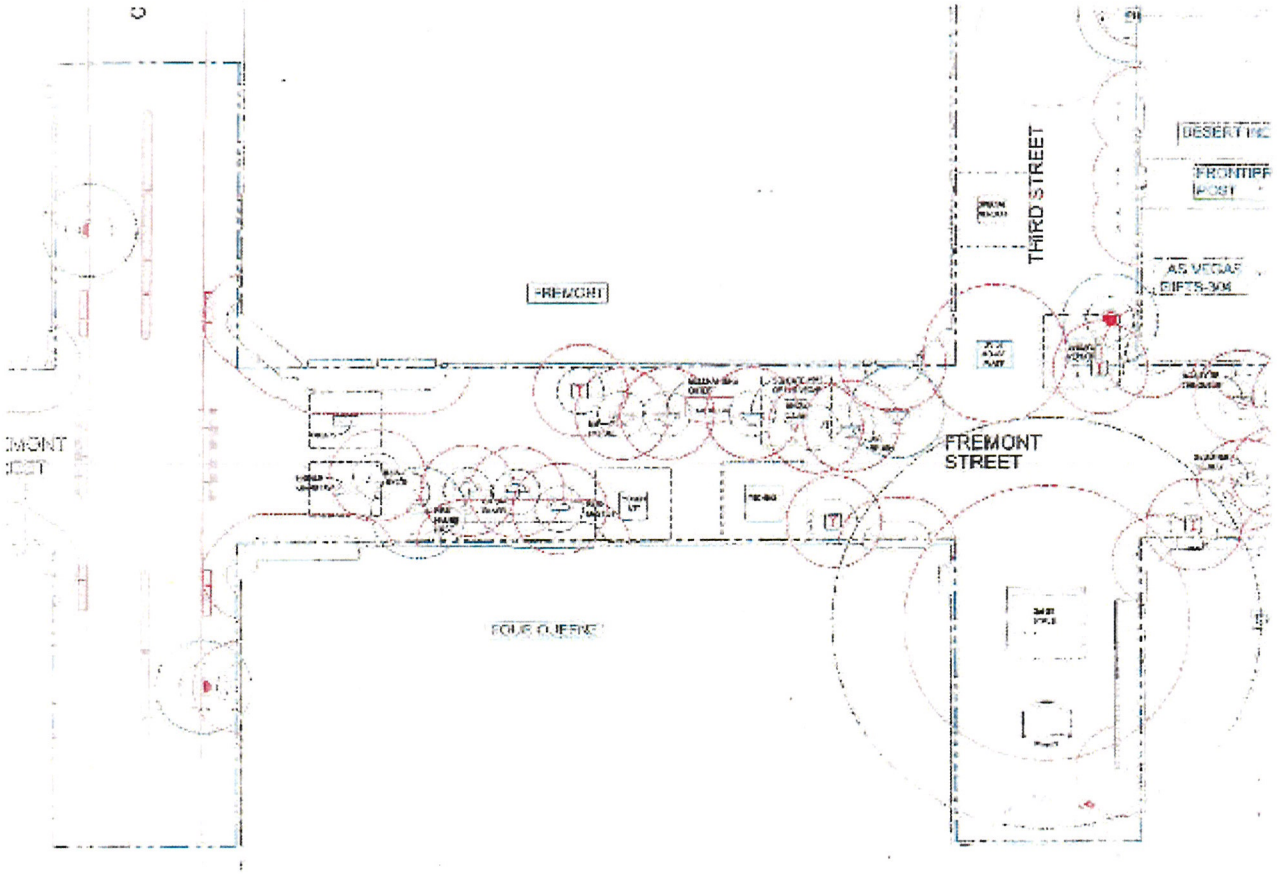

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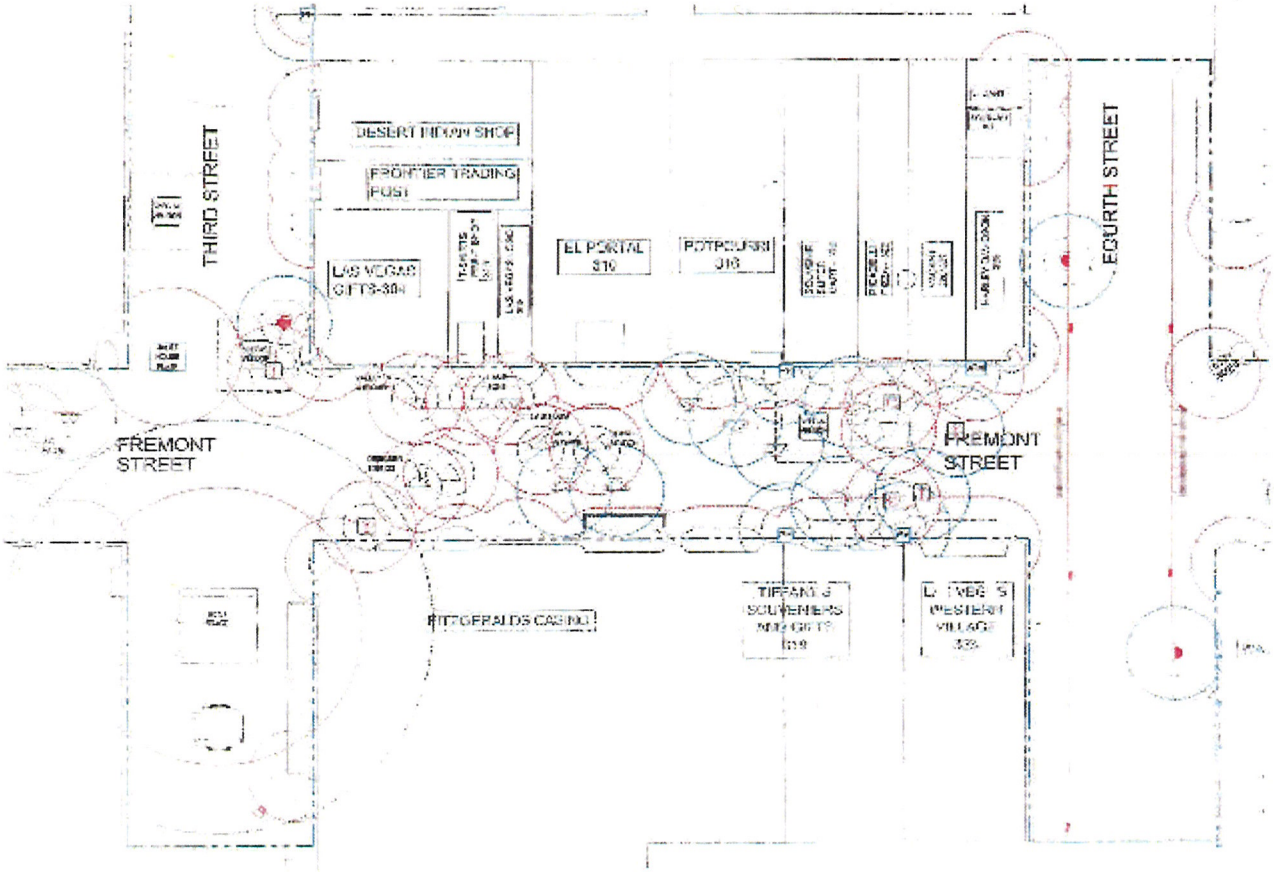

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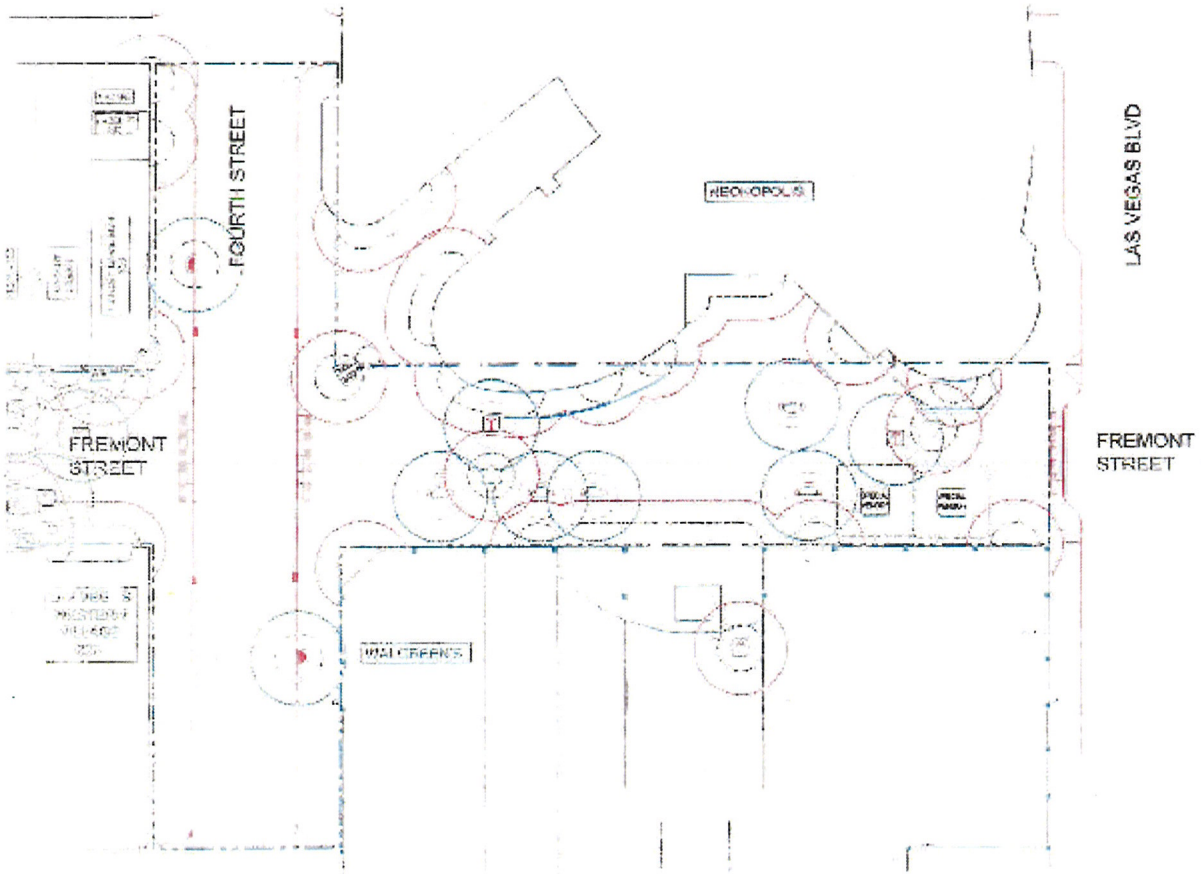

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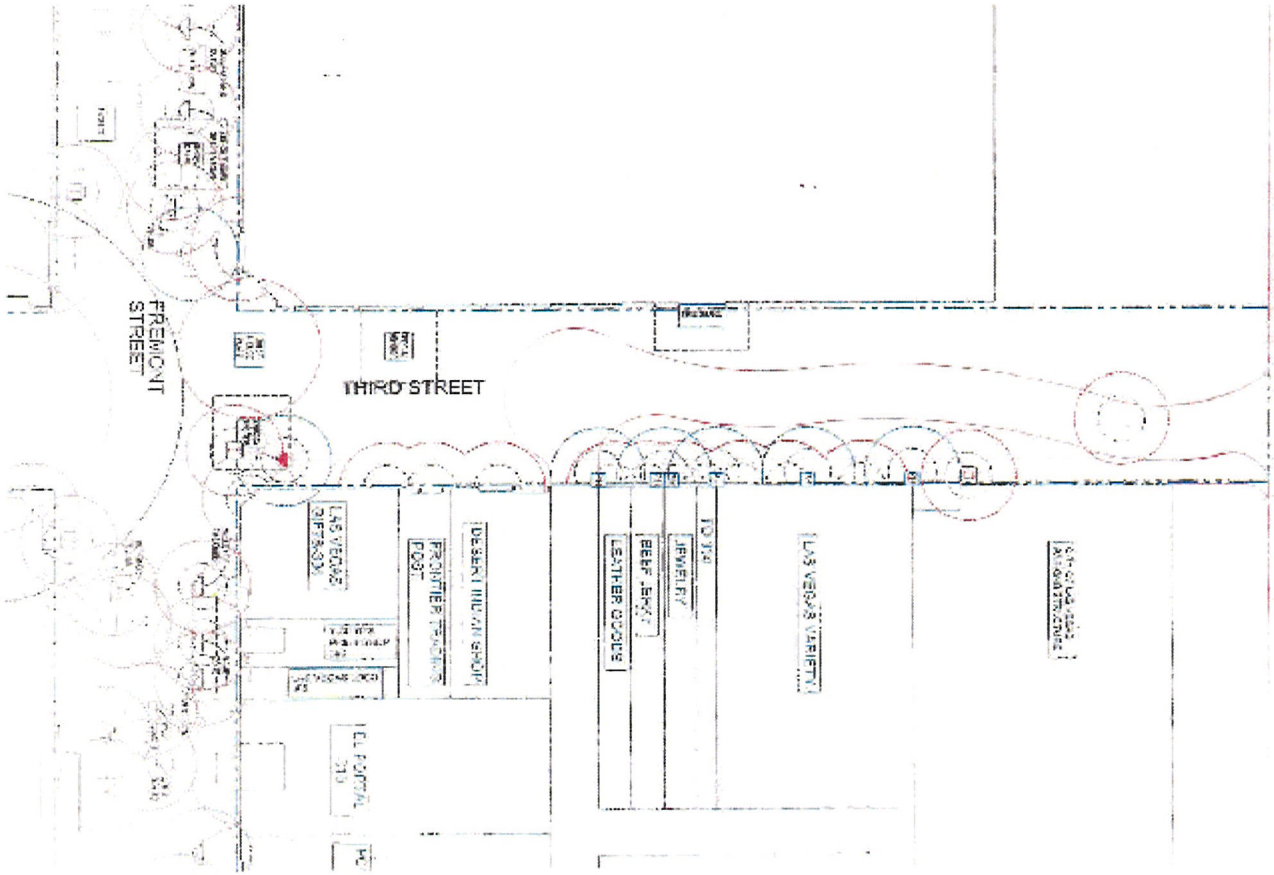

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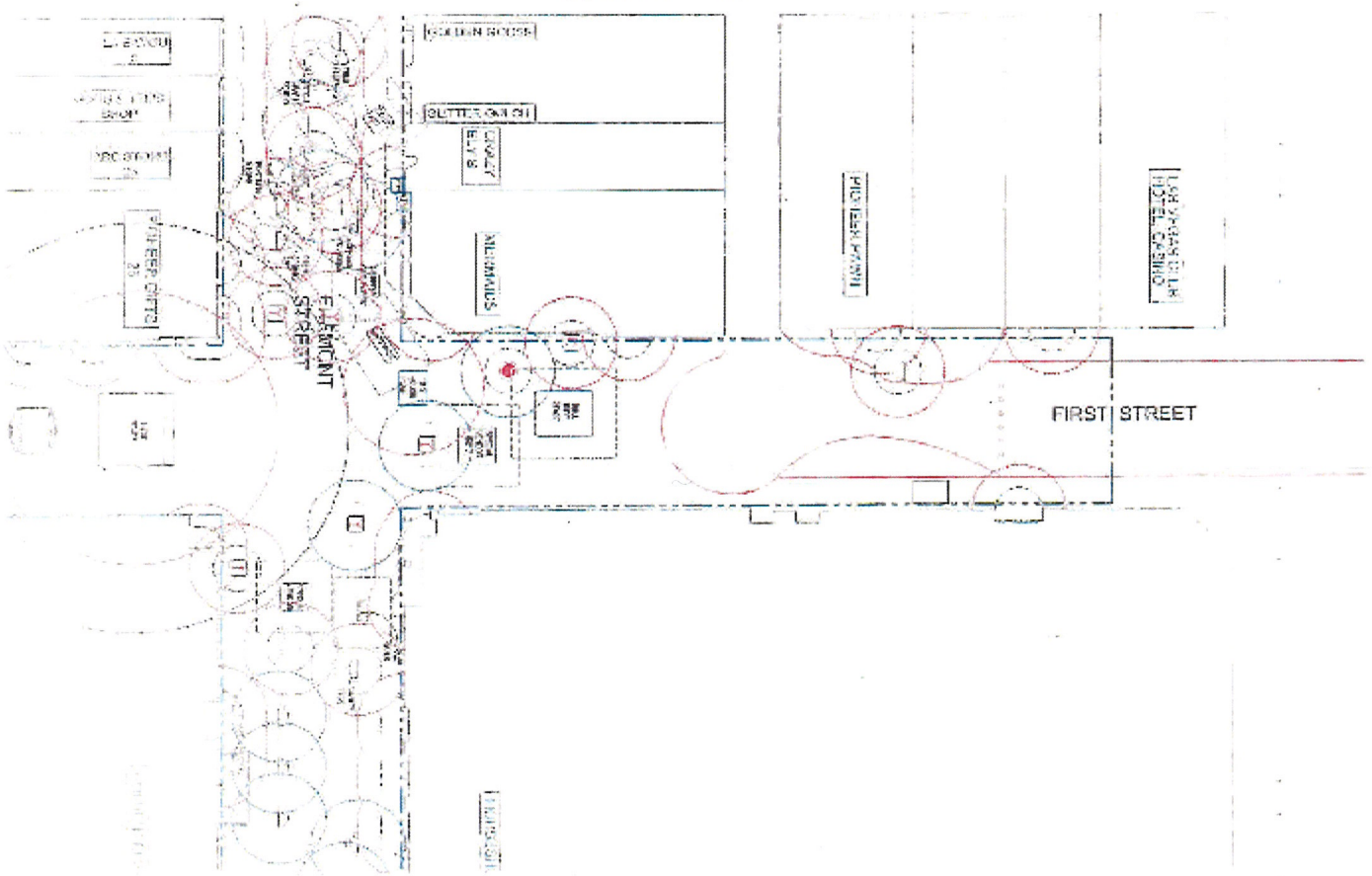
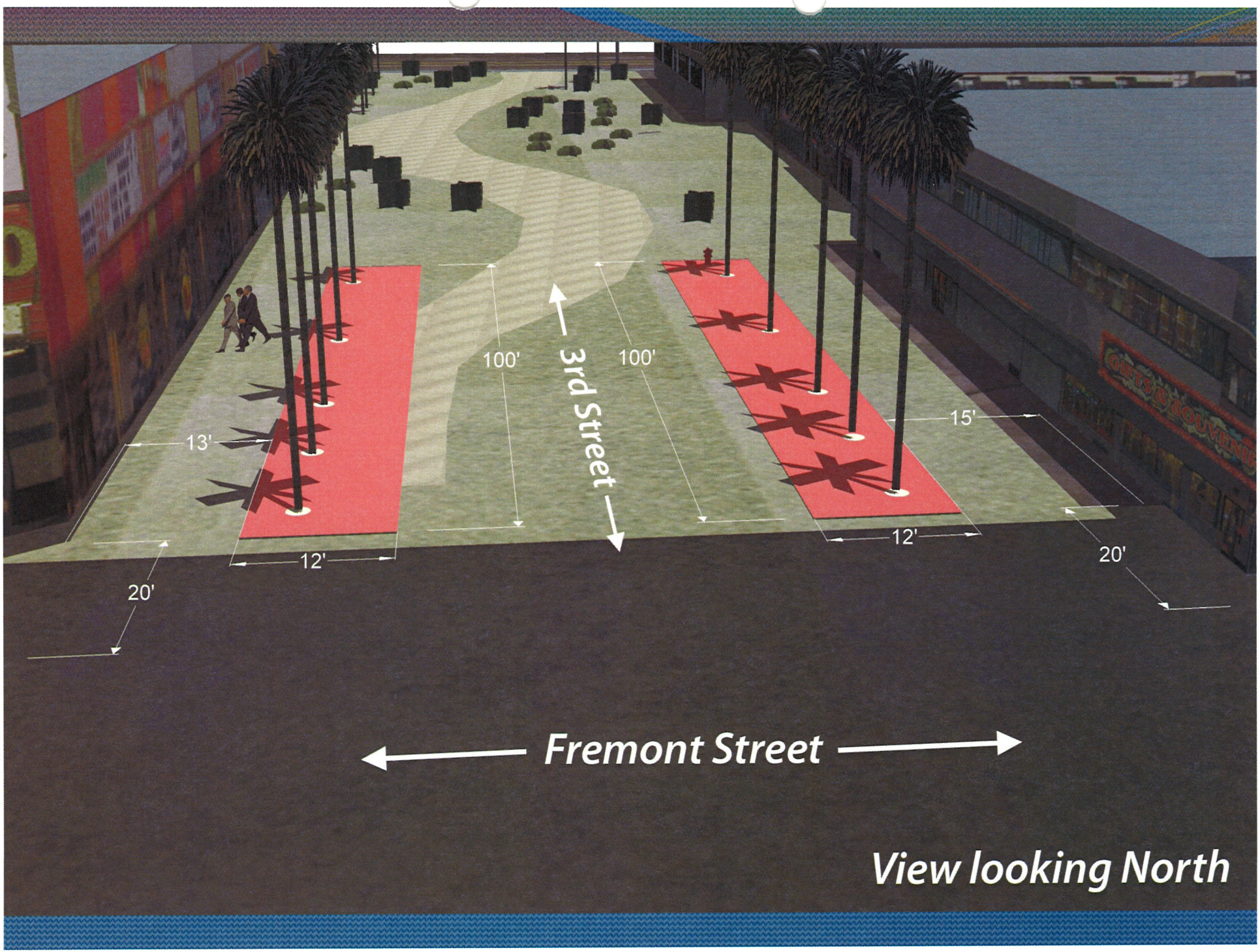


- Court decisions concerning the FSE have recognized:
  - Restrictions upon the act of solicitation are content neutral.
  - The City and FSE LLC have a significant interest in assuring safe, efficient, and orderly movement of pedestrians.
  - The City and FSE LLC have a significant interest in protecting the local merchant economy from unfair competition.
  - The City and FSE LLC have a significant interest in protecting visitors from solicitors in an environment where freedom of movement is restricted.
  - The City and FSE LLC have a significant interest in preventing the disruption of Mall entertainment and in disrupting visitors' enjoyment of the Mall experience.
  - The City and FSE LLC have a significant interest in protecting the aesthetic appearance of the Mall by eliminating visual blight caused by an unsightly vendor.

Free Expression Zones

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Fremont Street
View looking North


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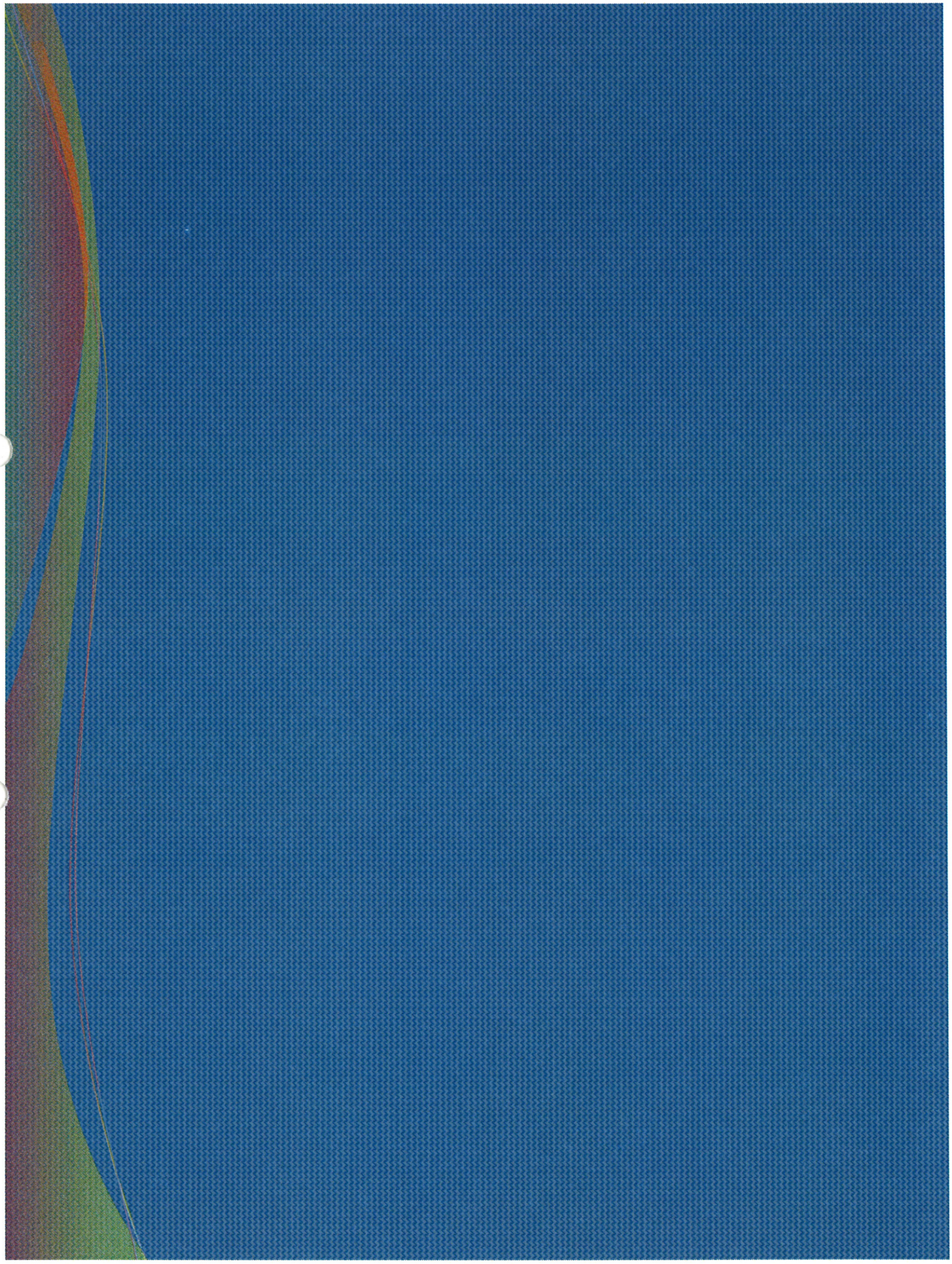
View looking South



CONCLUSION

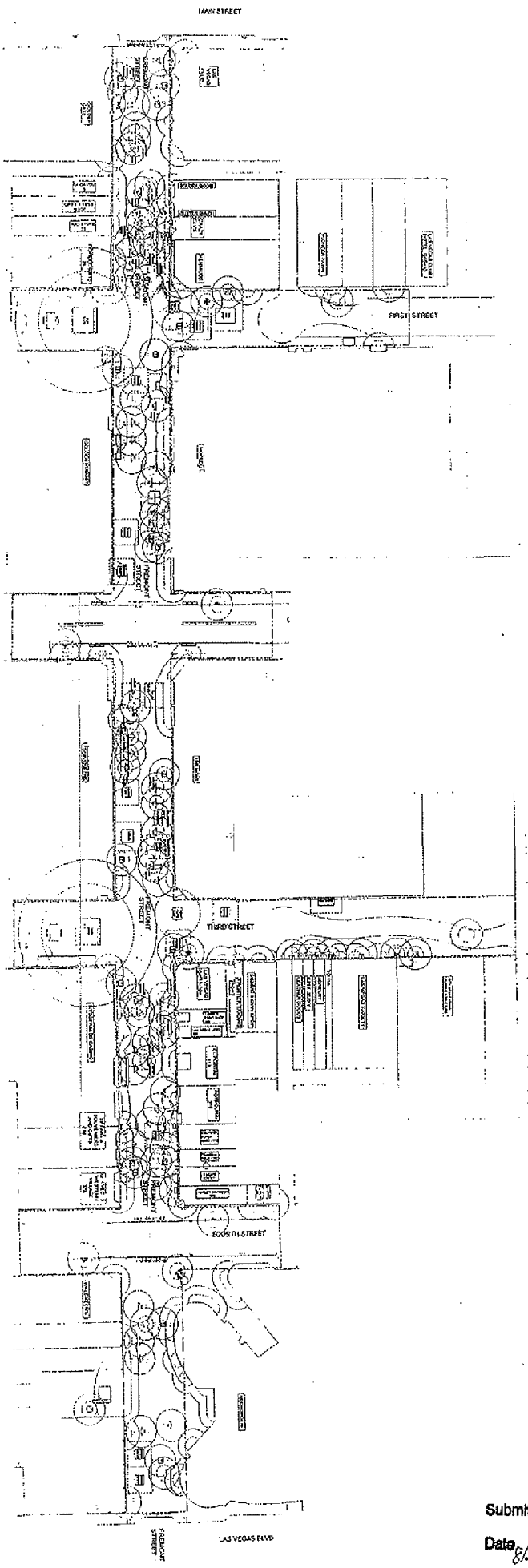


Recommending Committee Meeting of August 3, 2010

CD SUBMITTED AS BACKUP FOR ITEM 3 – FILED WITHIN MINUTE BINDER

Submitted At Meeting

Date 8/3/10 Item 3



Submitted At Meeting

Date 8/3/10 Item 3

Exhibit 1

Westlaw

913 F.Supp. 1402
(Cite as: 913 F.Supp. 1402)

C

United States District Court,
D. Nevada.

HAMPTON INTERNATIONAL COMMUNICATIONS, INC., Plaintiff,
v.
LAS VEGAS CONVENTION AND VISITORS AUTHORITY, Defendant.
No. CV-S-93-1110-HDM(RJJ).

Jan. 17, 1996.

Publisher brought suits seeking permanent injunction allowing it to distribute its "show dailies" on walkways leading to city's convention center, and actions were consolidated. On motion by convention and visitors authority for summary judgment, the District Court, McKibben, J., adopted report and recommendation of Johnston, United States Magistrate Judge, holding that: (1) tradeshow promoters, as lessees of convention center, were engaged in "state action" in prohibiting publisher's attempt to distribute its "show dailies"; but (2) walkway areas were not a public forum; (3) "show dailies" were not noncommercial speech; and (4) restrictions directly advanced substantial governmental interest.

Motion granted.

West Headnotes

[1] Federal Courts 170B ⚿13

170B Federal Courts
170BI Jurisdiction and Powers in General
170BI(A) In General
170Bk12 Case or Controversy Requirement
170Bk13 k. Particular Cases or Questions, Justiciable Controversy. Most Cited Cases
Publisher's settlement with lessee of convention center mooted its case as to alleged interference by lessee which prevented publisher from distributing its materials at convention center.

[2] Constitutional Law 92 ⚿1494

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1494 k. Applicability to Governmental or Private Action; State Action. Most Cited Cases
(Formerly 92k90(1))
First Amendment guarantee of free speech guards against undue governmental encroachment and erects no shield against merely private conduct. U.S.C.A. Const.Amend. 1.

[3] Civil Rights 78 ⚿1324

78 Civil Rights
78III Federal Remedies in General
78k1323 Color of Law
78k1324 k. In General. Most Cited Cases
(Formerly 78k196.1)

Civil Rights 78 ⚿1326(4)

78 Civil Rights
78III Federal Remedies in General
78k1323 Color of Law
78k1326 Particular Cases and Contexts
78k1326(3) Private Persons or Corporations, in General
78k1326(4) k. In General. Most Cited Cases
(Formerly 78k196.1)
Section 1983 permits liability actions where party is injured by person who, under color of state law, deprives party of any right, privilege or immunity secured by the Constitution; that is, persons violating this statute must be engaged in activity deemed to be acts of the state and not just acts of private persons or entities. 42 U.S.C.A. § 1983.

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Submitted At Meeting
Date 8/3/10 Item 3 Exhibit 2

[4] Civil Rights 78 ⚿1343

78 Civil Rights
78III Federal Remedies in General
78k1342 Liability of Municipalities and Other Governmental Bodies
78k1343 k. In General. Most Cited Cases
(Formerly 78k206(1))
Municipal corporation is "person," subject to § 1983 actions. 42 U.S.C.A. § 1983.

[5] Civil Rights 78 ⚿1325

78 Civil Rights
78III Federal Remedies in General
78k1323 Color of Law
78k1325 k. State or Territorial Action, or Individual or Private Action, in General. Most Cited Cases
(Formerly 78k197)
In determining whether state action exists, as required to support § 1983 claim, ultimate issue is whether alleged infringement of federal rights is fairly attributable to state; claimed constitutional deprivation must result from exercise of right or privilege having its source in state authority, and party charged with the deprivation must be person who fairly may be said to be a state actor. 42 U.S.C.A. § 1983.

[6] Civil Rights 78 ⚿1326(1)

78 Civil Rights
78III Federal Remedies in General
78k1323 Color of Law
78k1326 Particular Cases and Contexts
78k1326(1) k. In General. Most Cited Cases
(Formerly 78k198(1))
Trade show promoters, as lessees of convention center, were engaged in "state action," within meaning of § 1983, in prohibiting publisher's attempts to distribute its "show dailies" in walkways leading to convention center; promoters leased convention center from city and promoters were effectuating government policy as set forth in their leases. U.S.C.A. Const.Amend. 1; 42 U.S.C.A. § 1983.

[7] Constitutional Law 92 ⚿1507

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1507 k. Viewpoint or Idea Discrimination. Most Cited Cases
(Formerly 92k90(1))

Constitutional Law 92 ⚿1517

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1516 Content-Based Regulations or Restrictions
92k1517 k. In General. Most Cited Cases
(Formerly 92k90(1))
Generally, First Amendment prohibits governmental restrictions on expression due to ideas, subject matter, or content of that message. U.S.C.A. Const.Amend. 1.

[8] Constitutional Law 92 ⚿1512

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1511 Content-Neutral Regulations or Restrictions
92k1512 k. In General. Most Cited Cases
(Formerly 92k90(3))
Government may impose upon speech and conduct associated with speech reasonable time, place and manner restrictions which are content neutral.

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U.S.C.A. Const.Amend. 1.

[9] Constitutional Law 92 ⚿1730

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1730 k. In General. Most Cited Cases
(Formerly 92k90(3))
Particular standard by which federal courts determine reasonableness of government restriction on speech is determined by forum wherein speech occurs. U.S.C.A. Const.Amend. 1.

[10] Constitutional Law 92 ⚿1739

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1736 Traditional Public Forum in General
92k1739 k. Justification for Exclusion or Limitation. Most Cited Cases
(Formerly 92k90.1(4))
Governmental restrictions on speech in traditional public forum must be content neutral, narrowly tailored to serve compelling interests, and leave open alternative channels of communication. U.S.C.A. Const.Amend. 1.

[11] Constitutional Law 92 ⚿1735

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1732 Public Forum in General
92k1735 k. Justification for Exclusion or Limitation. Most Cited Cases
(Formerly 92k90.1(4))
Constitution forbids state to enforce certain exclusions from forum generally open to the public even if it was not required to create the forum in the first place, and as long as state retains open character of the facility, it is bound by same standards that apply to traditional public forum. U.S.C.A. Const.Amend. 1.

[12] Constitutional Law 92 ⚿1751

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1748 Non-Public Forum in General
92k1751 k. Justification for Exclusion or Limitation. Most Cited Cases
(Formerly 92k90.1(4))
Upon non-public forum consisting of public property which is not by tradition or designation a forum for public communication, state may, similar to other private property owners, reserve forum to its intended purposes and impose regulations that are viewpoint neutral and reasonably related to legitimate state interest. U.S.C.A. Const.Amend. 1.

[13] Constitutional Law 92 ⚿1760

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1760 k. Sidewalks. Most Cited Cases
(Formerly 92k90.1(4))
Ingress and egress walkways immediately adjacent to city's convention center were not a "public forum," for purposes of First Amendment analysis of handbilling restrictions; although walkway areas

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were open to the public at large and seemed, in all other physical regards, like a traditional public forum, walkways were created solely to manage heavy pedestrian traffic which generally accompanied large, privately-organized events for which convention center was built. U.S.C.A. Const.Amend. 1.

[14] Constitutional Law 92 ⚿1734

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1732 Public Forum in General
92k1734 k. Nature and Requisites. Most Cited Cases
(Formerly 92k90.1(4))
Government does not create public forum, for first-amendment purposes, whenever members of public are permitted freely to visit place owned or operated by the Government. U.S.C.A. Const.Amend. 1.

[15] Constitutional Law 92 ⚿1760

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1760 k. Sidewalks. Most Cited Cases
(Formerly 92k90.1(4))
Sidewalks which merely lead to entry of public, government-owned facility are not necessarily traditional public forum for First Amendment purposes. U.S.C.A. Const.Amend. 1.

[16] Constitutional Law 92 ⚿1730

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1730 k. In General. Most Cited Cases
(Formerly 92k90.1(4))
As general free speech principal, physical appearance alone does not dictate outcome of forum analysis; rather, it is combination of that appearance with consideration of property's fundamental purpose that controls. U.S.C.A. Const.Amend. 1.

[17] Constitutional Law 92 ⚿1537

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)2 Commercial Speech in General
92k1537 k. Difference in Protection Given to Other Speech. Most Cited Cases
(Formerly 92k90.2)
Even though commercial speech is usually afforded First Amendment protection equal to that of other forums of speech due to consumer's interest in free flow of commercial information, certain types of restrictions may be tolerated. U.S.C.A. Const.Amend. 1.

[18] Constitutional Law 92 ⚿1541

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)2 Commercial Speech in General
92k1541 k. Reasonableness; Relationship to Governmental Interest. Most Cited Cases
(Formerly 92k90.2)
In commercial speech cases, government regulation may be permitted if: speech concerns lawful activity and is not misleading; asserted governmental interest is substantial; regulation directly advances governmental interest asserted; and regulation is not more extensive than necessary to serve the in-

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terest. U.S.C.A. Const.Amend. 1.

[19] Constitutional Law 92 ⚿1640

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(E) Advertising and Signs
92XVIII(E)2 Advertising
92k1640 k. In General. Most Cited Cases
(Formerly 92k90.3)
Speech which contains advertisements, refers to specific product, or which is distributed with economic motivation evidences its commercial nature, for First Amendment purposes. U.S.C.A. Const.Amend. 1.

[20] Constitutional Law 92 ⚿1555

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)3 Particular Issues and Applications in General
92k1555 k. Matters of Public Concern. Most Cited Cases
(Formerly 92k90.2)

Constitutional Law 92 ⚿1640

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(E) Advertising and Signs
92XVIII(E)2 Advertising
92k1640 k. In General. Most Cited Cases
(Formerly 92k90.3, 92k90.2)
Communication can constitute commercial speech within meaning of First Amendment notwithstanding fact that it contains discussions of important issues; thus, advertising which links product to current debate is not thereby entitled to constitutional protection afforded noncommercial speech. U.S.C.A. Const.Amend. 1.

[21] Constitutional Law 92 ⚿1536

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)2 Commercial Speech in General
92k1536 k. What Is "Commercial Speech". Most Cited Cases
(Formerly 92k90.2)

Constitutional Law 92 ⚿1640

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(E) Advertising and Signs
92XVIII(E)2 Advertising
92k1640 k. In General. Most Cited Cases
(Formerly 92k90.3)

Constitutional Law 92 ⚿2079

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(U) Press in General
92k2079 k. Distribution of Materials in Public Places. Most Cited Cases
(Formerly 92k90.2)
"Show dailies" which publisher sought to distribute on grounds of convention center were not "noncommercial speech," for First Amendment purposes; publication contained mostly advertisements and editorials for products of advertisers, and publisher's desire to distribute it at tradeshows was motivated solely and undoubtedly by economic factors. U.S.C.A. Const.Amend. 1.

[22] Constitutional Law 92 ⚿1541

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and

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Press
92XVIII(A) In General
92XVIII(A)2 Commercial Speech in General
92k1541 k. Reasonableness; Relationship to Governmental Interest. Most Cited Cases
(Formerly 92k90.2)

Constitutional Law 92 ⚖2079

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(U) Press in General
92k2079 k. Distribution of Materials in Public Places. Most Cited Cases
(Formerly 92k90.2)
Prohibition against publisher's attempts to distribute its "show dailies" on walkways leading to city's convention center constituted valid regulation of commercial speech to protect city's substantial government interest in facilitating unencumbered entry and exit of visitors to the facility; moreover, regulation directly advanced governmental interest and regulation was no more extensive than necessary. U.S.C.A. Const.Amend. 1.

[23] Constitutional Law 92 ⚖1541

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)2 Commercial Speech in General
92k1541 k. Reasonableness; Relationship to Governmental Interest. Most Cited Cases
(Formerly 92k90.2)
When determining whether regulation on commercial speech is more extensive than necessary, "least-restrictive means" need not be used; rather, there must be only a reasonable fit between state's purpose and means chosen to achieve desired end. U.S.C.A. Const.Amend. 1.
***1405** Neil Beller, Las Vegas, NV, for plaintiff.

Luke Puschnig, Dickerson, Dickerson, Liberman & Consul, Las Vegas, NV, Paul E. Larsen, Lionel Sawyer & Collins, Las Vegas, NV, for defendant.

ORDER ADOPTING MAGISTRATE JUDGE'S REPORT AND RECOMMENDATION

McKIBBEN, District Judge.

The court has considered the report and recommendation of the United States Magistrate Judge (# 136) filed on December 22, 1995, wherein the magistrate judge recommends that the court enter its order granting defendant's motion for summary judgment (# 115) in that the restriction on plaintiff's commercial speech does not violate the First Amendment and no genuine issue of material fact remain. No objections to the report and recommendation have been filed and the clerk of the court has been advised that objections will not be filed. The court has considered the pleadings and memoranda of the parties and other relevant matters of record and has made a review and determination in accordance with the requirements of 28 U.S.C. § 636 and applicable case law, and good cause appearing, the court hereby

ADOPTS AND ACCEPTS the report and recommendation of the United States Magistrate Judge. It is, therefore, ORDERED that defendant's motion for summary judgment (# 115) is granted and judgment shall be entered in favor of the Las Vegas Convention and Visitors Authority and against Hampton International Communications, Inc. The trial set for January 25, 1996 is vacated.

REPORT & RECOMMENDATION OF UNITED STATES MAGISTRATE JUDGE

[December 22, 1995]

JOHNSTON, United States Magistrate Judge.

This matter was submitted to the undersigned Ma-

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gistrate Judge on Defendant Las Vegas Convention and Visitors Authority's Motion for Summary Judgment (# 115). The Court has reviewed the Motion for Summary Judgment (# 115), the Plaintiff's Opposition to the Defendant's Motion for Summary Judgment (# 116), and the Las Vegas Convention and Visitors Authority's Reply to Plaintiff's Opposition to Motion for Summary Judgment (# 118) and corresponding Supplements (# 121, # 129, # 130).

BACKGROUND

On or about October 18, 1993, the Las Vegas Convention and Visitors Authority ("LVCVA") leased the Las Vegas Convention Center to Interface Group-Nevada, Inc. ("Interface") for its annual "COMDEX" tradeshow. COMDEX promoters acquired a leasehold interest in the entire Convention Center facility, including the building, front entry, walkways leading to the Convention Center, and all parking lots in front of the facility. On or about November 8, 1993, the LVCVA leased the Las Vegas Convention Center to Electronic Industries Association ("CES") for its annual Consumer Electronics tradeshow. CES acquired a leasehold interest in essentially the identical areas of the Las Vegas Convention Center as the COMDEX promoters.

During these tradeshows, Plaintiff Hampton International Communications ("Hampton"), a for profit business which publishes various newspapers and commercial tabloids relevant to the computer industry, attempted to distribute its "show dailies" on the walkways leading to the Convention Center. ***1406** Tradeshow promoters prohibited Hampton's conduct since the distribution of commercial materials or "official dailies" [FN1] on Convention Center property was limited to designated areas and to only those organizations which had given consideration for the exclusive right to distribute commercial materials on the Las Vegas Convention Center grounds. Convention Center grounds include the ingress and egress walkways leading to the building where Plaintiff attempted to distribute its materials. No provision prohibits any person from distributing material on the municipal sidewalks which surround the Convention Center grounds.

> FN1. A convention "daily" is a profit-oriented publication which lists tradeshow events along with various paid commercial advertisements, articles, and editorials. Publishers of "official dailies" generally acquire such recognition, including the right to distribute its materials on convention premises, in exchange for a promotional fee.

On November 10, 1993, Hampton alleged a deprivation of its First Amendment right and sought a temporary restraining order and permanent injunction allowing it to distribute its commercial publication on Convention Center ingress and egress walkway areas during the COMDEX tradeshow. See, Compl. (# 1), Case No. CV-S-1110-LDG-(RLH). The injunctive request was denied. Less than two months later, on January 3, 1994, Hampton filed another Complaint for Injunctive Relief against LVCVA seeking to distribute its dailies at the CES tradeshow. Case No. CV-S-94-008-LDG-(RLH). Prior to the latter legal action, Hampton had contracted with CES to sublease a booth at the CES show in order to distribute its own materials on the Convention Center grounds. Tradeshow regulations, however, precluded Hampton both from distributing advertisements anywhere outside of its booth and from displaying or distributing its "dailies" on the Convention Center premises without the express permission of CES. Because Hampton believed such regulations were unduly restrictive, it filed the injunctive relief request before the CES tradeshow began. When the temporary restraining order was again denied, Hampton demanded a jury trial on the issue of damages. The district court subsequently consolidated the second case with the first. Order (# 22).

On November 24, 1993, Hampton filed its First Amended Complaint (# 14) alleging, *inter alia,* that (1) a prior Judgment by Consent entered into by

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LVCVA on June 30, 1993, permits a lessee to exclude only "protest or demonstration activities" from Civic Center premises and not other expressive activity, (2) Hampton was entitled to injunctive and declarative relief in that Defendant's restriction on the distribution of expressive material at the Las Vegas Convention Center violated its First and Fourteenth Amendment rights, and (3) Hampton incurred damages from Defendant's actions.

After nearly two years of pre-litigation maneuvering by the two private parties in this case, Hampton and Interface Group-Nevada, Inc. settled their dispute.[FN2] Pursuant to the Pretrial Order (# 124) and the Motion for Summary Judgment (# 115), the court must now determine whether any genuine issue of material fact exists requiring submission of the case against LVCVA to a jury.

> FN2. The controversy between Hampton and Interface became quite involved; however those matters were only peripheral to the pertinent First Amendment issues of this case. Specifically, on December 15, 1993, Interface filed its Answer and Counterclaim (# 19) against Hampton. In the counterclaim, Interface alleged, *inter alia,* that Hampton had used, without Interface's authority, the "COMDEX" service mark in soliciting advertisers for Hampton's show dailies, and on the front cover of its show dailies during the 1993 Fall COMDEX trade show. Consequently, Interface sought injunctive relief and damages for service mark infringement, unfair trade practices, and deceptive trade practices. Twice the Defendant disregarded Motions to Compel Discovery and twice the court imposed sanctions against it. See Orders (# 68) and (# 80). Then on June 28, 1995, a Stipulation and Order (# 117) was filed wherein the Complaint and Counterclaims between Hampton and Interface were dismissed.

DISCUSSION

I. STANDARD FOR MOTION FOR SUMMARY JUDGMENT

"Summary judgment may be granted when, viewing the evidence in the light most favorable to the nonmoving party, no genuine***1407** issues of fact remain and the movant is entitled to judgment as a matter of law." *Cleary v. News Corporation,* 30 F.3d 1255, 1259 (9th Cir.1994), citing Fed.R.Civ.P. 56; *Anderson v. Liberty Lobby, Inc.,* 477 U.S. 242, 247, 106 S.Ct. 2505, 2509, 91 L.Ed.2d 202 (1986). A court must grant a summary judgment motion against "a party who fails to make a showing sufficient to establish the existence of an element essential to that party's case, and on which that party will bear the burden of proof at trial." *Celotex Corp. v. Catrett,* 477 U.S. 317, 322, 106 S.Ct. 2548, 2552, 91 L.Ed.2d 265 (1986). Evidence is sufficient to establish an essential element of a party's case if that evidence "is such that a reasonable jury could return a verdict" for that party. *Hopkins v. Dow Corning Corporation,* 33 F.3d 1116, 1121 (9th Cir.1994) , citing *Liberty Lobby, Inc.,* 477 U.S. at 248, 106 S.Ct. at 2510. However, "the mere existence of *some* alleged factual dispute will not defeat an otherwise properly supported motion for summary judgment[.]" *Anderson,* 477 U.S. at 247-48, 106 S.Ct. at 2509-10. Any showing of fact made by a party will be examined through the prism of the substantive evidentiary standards that apply to the particular case. *Id.* at 254-55, 106 S.Ct. at 2513-14.

II. MOOTNESS

[1] A federal court may have jurisdiction to decide a dispute provided that a case or controversy exists as set forth in U.S. Constitution, art. III, § 2. Because Plaintiff has stipulated to a settlement with Interface, its case is moot as to the alleged interference by Interface which prevented Hampton from distributing its materials at the Convention Center. The LVCVA is the only remaining defendant against which Hampton seeks redress. Hampton maintains a damages claim pursuant to 42 U.S.C. §

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1983 for the deprivation by a state agent of rights constitutionally guaranteed by the First and Fourteenth Amendments. But for this alleged state action to deprive a constitutional right, Plaintiff's continuing request that this court determine whether the disputed walkways located on the Las Vegas Convention Center are public fora would constitute merely an advisory opinion and lie beyond the jurisdiction of a federal court.[FN3] Plaintiff's case is justiciable by a federal court, therefore, only if their civil rights damages claim legitimately involves unconstitutional state action against private conduct.

> FN3. Had Plaintiff not sought damages, Plaintiff likely could have still had his case heard and avoid mootness concerns since the case appears to be one "capable of repetition, yet evading review," where the challenged action is in its duration too short to be fully litigated prior to its cessation and a reasonable expectation exists that the Plaintiff would be subject to the same action again. *Weinstein v. Bradford,* 423 U.S. 147, 149, 96 S.Ct. 347, 349, 46 L.Ed.2d 350 (1975).

III. STATE ACTION

[2][3][4] The First Amendment guarantee of free speech guards against undue governmental encroachment and erects no shield against merely private conduct. *Shelley v. Kraemer,* 334 U.S. 1, 13, 68 S.Ct. 836, 842, 92 L.Ed. 1161 (1948). Hence, Section 1983 of 42 U.S.C. permits liability actions wherein a party is injured by a person, *who under color of state law,* deprives the party of any right, privilege, or immunity secured by the Constitution. That is, persons violating this statute must be engaged in activity deemed to be acts of the state and not just acts of private persons or entities. *Rendell-Baker v. Kohn,* 457 U.S. 830, 837, 102 S.Ct. 2764, 2769, 73 L.Ed.2d 418 (1982). Additionally, municipal corporations are "persons" subject to Section 1983 actions. *Monell v. Dep't Social Services of New York,* 436 U.S. 658, 98 S.Ct. 2018, 56 L.Ed.2d 611 (1978).

[5][6] In determining whether state action exists in this context, the ultimate issue is whether the alleged infringement of federal rights is "fairly attributable to the State." *Rendell-Baker,* 457 U.S. at 838, 102 S.Ct. at 2769, citing *Lugar v. Edmondson Oil Co.,* 457 U.S. 922, 937, 102 S.Ct. 2744, 2754, 73 L.Ed.2d 482 (1982). The Supreme Court has adopted a two-part approach to this question of "fair attribution." First, the claimed constitutional deprivation must result from the exercise of a right or privilege having its source in state authority. Second, the party charged with the deprivation must be a person who fairly may be said to be a state ***1408** actor. *Lugar,* 457 U.S. at 937, 102 S.Ct. at 2754. In this case, where the authority of a private entity to act stems from a direct agreement with the state, the central inquiry focuses on the second factor of whether a party can be described "in all fairness" as a state actor.[FN4] *Id.; see also, Edmonson v. Leesville Concrete Co. Inc.,* 500 U.S. 614, 619, 111 S.Ct. 2077, 2082, 114 L.Ed.2d 660 (1991).

> FN4. The constitutional deprivation alleged by Plaintiff in this case is a direct result of Interface and CES exercising their leasehold agreement for exclusive use of the Las Vegas Convention Center as set forth and granted in the lease entered into by Interface and CES with the LVCVA.

Determining what may be fairly considered governmental action is generally a fact-bound inquiry. However, Supreme Court precedents serve as guideposts in the analysis.[FN5] To be sure, the Supreme Court rarely finds undertakings to be within the narrow category of functions exercised traditionally and exclusively by the government. *See generally, Jackson v. Metropolitan Edison Co.,* 419 U.S. 345, 95 S.Ct. 449, 42 L.Ed.2d 477 (1974); *Flagg Brothers, Inc. v. Brooks,* 436 U.S. 149, 98 S.Ct. 1729, 56 L.Ed.2d 185 (1978). The Court has stated that "while many functions have been traditionally performed by governments, very few have

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been 'exclusively reserved to the State.' " *Flagg,* 436 U.S. at 158, 98 S.Ct. at 1734. At the same time, however, where a private party and its conduct are closely associated with the state, it may be fair to treat the private action as state conduct. *See, NCAA v. Tarkanian,* 488 U.S. 179, 109 S.Ct. 454, 102 L.Ed.2d 469 (1988).

> FN5. Several principles apply in a state action analysis: (1) a state normally can be held responsible for a private decision only when it has exercised coercive power or has provided such significant encouragement, either overt or covert, that the choice must in law be deemed to be that of the State. *Blum v. Yaretsky,* 457 U.S. 991, 1003, 102 S.Ct. 2777, 2785, 73 L.Ed.2d 534 (1982); *Moose Lodge No. 107 v. Irvis,* 407 U.S. 163, 92 S.Ct. 1965, 32 L.Ed.2d 627 (1972) (the state compulsion test); (2) where a private group is serving a public function, federal courts must examine whether that function performed has been "traditionally the exclusive prerogative of the State." *Jackson v. Metropolitan Edison Co.,* 419 U.S. 345, 353, 95 S.Ct. 449, 455, 42 L.Ed.2d 477 (1974) (the public function test); and (3) a sufficiently close nexus between the state and the challenged action of the private party should exist so as to fairly treat the private conduct as state action. *Jackson v. Metropolitan Edison Co.,* 419 U.S. 345, 353, 95 S.Ct. 449, 455, 42 L.Ed.2d 477 (1974); *see also, Stypmann v. City of San Francisco,* 557 F.2d 1338, 1342 (9th Cir.1977); *NCAA v. Tarkanian,* 488 U.S. 179, 109 S.Ct. 454, 102 L.Ed.2d 469 (1988) (the nexus or joint action test).

The state action issue is pertinent to the instant case since no facts allege that LVCVA actually prohibited Hampton from distributing information. Rather, tradeshow promoters as lessees of the Convention Center implemented what was a perceived right to unconditionally prohibit unauthorized handbilling on leased Convention Center premises acquired under the leasehold agreement with the LVCVA. Neither party addressed this issue in its original brief. [FN6] Only in its Supplement (# 121) did Defendant raise the state action issue by noting a recent Fourth Circuit case which held that the private organizer of a municipal festival on city grounds did not constitute state action since the organization, management, and promotion of a community entertainment event is not a function traditionally and exclusively exercised by the government. *See, United Auto Workers v. Gaston Festivals, Inc.,* 43 F.3d 902 (4th Cir.1995).

> FN6. Both parties were directed by the Court to brief the state action issue subsequent to the hearing on Defendant's Motion for Summary Judgment. See Order (# 128).

The LVCVA argues that, similar to the actions by the plaintiff in *Gaston,* organizing a tradeshow event and exercising effective managerial control over a convention center do not fall within the domain of functions exercised traditionally and exclusively by the government.[FN7] However, the court finds that this case is more analogous to the state activity and reasoning undergirding the decision in *Evans v. Newton,* 382 U.S. 296, 86 S.Ct. 486, 15 L.Ed.2d 373 (1966) and similar cases in which a sufficiently close nexus exists***1409** between the state and the challenged action so as to fairly treat the private conduct as state action. *See, Jackson,* 419 U.S. at 351, 95 S.Ct. at 454; *NCAA v. Tarkanian,* 488 U.S. 179, 109 S.Ct. 454, 102 L.Ed.2d 469 (1988).

> FN7. Defendant also contends that the actual exclusion of Plaintiff's information from Convention Center premises cannot be fairly attributed to the State since it acted only as a lessor or "owner out of occupancy" and did not actually restrict speech through any means. Second Supplement (# 130).

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In *Newton,* the management activity carried on by private trustees over a municipal park was determined to be state action, not merely because the park traditionally served the public, but rather due to the state's entwined role in the management and control of the premises in question. Likewise, in the case at hand, a government entity retains ownership, maintenance, and daily control over the Convention Center.[FN8] In fact, the LVCVA's role as the traditional municipal authority over the premises is firmly established not only by corporeal conduct and control, but also by the Las Vegas Convention Center lease agreement to which tradeshow promoters must adhere.

> FN8. The LVCVA is a governmental agency founded by Clark County pursuant to N.R.S. 244A.597. Therefore, the Court considers this municipal entity an agent and actor for the government, and for purposes of a First Amendment analysis, its actions constitute state actions.

The lease agreement in this case is a distinguishing factor from those cases in which state action was not found because the State acted only as a lessor of its own property without enforcing restrictive policies or otherwise interfering with lessee activities.[FN9] According to the lease here, the lessee "shall not ... distribute or circulate or permit to be circulated or distributed, any advertising matter or program in or about the Las Vegas Convention Center public area." See Lease, attached to (# 33) as Exhibit 1, Paragraph 24. Although the Defendant did not actually prohibit the Plaintiff from handbilling on Convention Center premises, it was by the LVCVA's express authority as set forth in its lease and as proprietor of the Convention Center that tradeshow promoters acted. Interface and CES enforced the "no unauthorized handbilling" policy as required by the lease and with the authority granted by that lease. It is this close nexus between compelled government policy and the putative unconstitutional interference with speech that evidences state action. The policy of the LVCVA was so interdependent and indistinguishable from that of tradeshow promoters that it was, in effect, a joint participant with the tradeshow organizers in the effectuation of that policy. *See, Jackson,* 419 U.S. at 357-58, 95 S.Ct. at 457-58.

> FN9. Only where the State grants absolute autonomy to its lessees will its ownership of a facility be insufficient to constitute state action. *See, United Auto Workers v. Gaston Festivals, Inc.,* 43 F.3d 902 (4th Cir.1995); *Gannett Satellite Info. Network Inc. v. Berger,* 894 F.2d 61 (3rd Cir.1990); *NBC v. Communications Workers of America,* 860 F.2d 1022 (11th Cir.1988).

Because of this "symbiotic relationship" whereby the government advanced its policy through the acts of tradeshow promoters throughout its lease, and due to the fact that the government has remained so inexorably involved with the daily oversight and administration of the Las Vegas Convention Center, the tradeshow promoters' actions under their respective lease agreements with the LVCVA can in all fairness be described as state action. Consequently, any action taken by a private lessee of the Las Vegas Convention Center which comports to the LVCVA's lease agreement and which improperly deprives another of a constitutionally protected right constitutes state action for purposes of Section 1983 liability.

IV. FORUM DOCTRINE

[7][8][9][10] The constitutional standards which proscribe the amount of governmental restriction that can be placed on speech are well established. As a general rule, the First Amendment prohibits governmental restrictions on expression due to the ideas, subject matter, or content of that message. *See, e.g., Police Department of Chicago v. Mosley,* 408 U.S. 92, 95, 92 S.Ct. 2286, 2289, 33 L.Ed.2d 212 (1972). Government may impose upon speech and the conduct associated with speech, reasonable time, place, and manner restrictions which are con-

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tent-neutral. The particular standard by which federal courts determine the reasonableness of a governmental restriction is determined by the forum wherein the speech occurs. "At one end of the spectrum are streets and parks which ***1410** 'have immemorially been held in trust for the use of the public and ... have been used for purposes of assembly, communicating thoughts between citizens, and discussing public questions.' " *Perry Ed. Ass'n v. Perry Local Ed. Ass'n,* 460 U.S. 37, 45, 103 S.Ct. 948, 955, 74 L.Ed.2d 794 (1983) (quoting *Hague v. C.I.O.,* 307 U.S. 496, 515, 59 S.Ct. 954, 964, 83 L.Ed. 1423 (1939)). Governmental restrictions upon these locales must be content neutral, narrowly tailored to serve a compelling state interest, and leave open alternative channels of communication. *Id.*

[11] Continuing down the spectrum from the traditional public forum is the designated public forum, opened by the state for limited or unlimited use by the public as a place for expressive activity. "The Constitution forbids a State to enforce certain exclusions from a forum generally open to the public even if it was not required to create the forum in the first place," and as long as the State retains the open character of the facility, it is bound by the same standards that apply to a traditional public forum. *Perry Ed. Ass'n,* 460 U.S. at 45-46, 103 S.Ct. at 955-56.

[12] Finally, the non-public forum consists of public property which is not by tradition or designation a forum for public communication. *Id.* at 46, 103 S.Ct. at 955. This forum is governed by a different standard from the previous two. Upon this forum, similar to other private property owners, the State may reserve the forum to its intended purposes and impose regulations that are viewpoint neutral and reasonably related to a legitimate state interest. *Id.*

[13][14][15][16] The distinctions between a designated public forum and a non-public forum are at times fine and difficult to determine. Turning to the case at hand, the ingress-egress walkways in dispute appear to more closely resemble those public areas immemorially held in trust for the use of the public and for purposes of assembly and communicating thought. The walkway areas are open to the public at large and seem, in all other physical regards, like a traditional public forum. On the other hand, some aspects of the Las Vegas Convention Center, which was built for the primary purpose of attracting large conventions and increasing the economic activity of Las Vegas and Clark County, are non-public in nature. The Court notes that the government does not create a public forum "whenever members of the public are permitted freely to visit a place owned or operated by the Government." *Greer v. Spock,* 424 U.S. 828, 836, 96 S.Ct. 1211, 1216, 47 L.Ed.2d 505 (1976). Moreover, sidewalks which merely lead to the entry of a public, government-owned facility are not necessarily a traditional public forum. *Jacobsen v. U.S. Postal Service,* 993 F.2d 649 (9th Cir.1992, Amended April 30, 1993). As a general free speech principle, physical appearance alone does not dictate the outcome of a forum analysis; rather it is the combination of that appearance with considerations of the property's fundamental purpose that controls. *See, United States v. Kokinda,* 497 U.S. 720, 727, 110 S.Ct. 3115, 3120, 111 L.Ed.2d 571 (1990).

The ingress and egress walkways at issue here have the appearance and clear purpose to assist Convention Center patrons in traveling between the privately-leased Convention Center and public areas. They do not constitute a public thoroughfare. They were created solely to manage the heavy pedestrian traffic which generally accompanies large, privately-organized events for which the Convention Center was built. Accordingly, the ingress and egress walkways associated with the Las Vegas Convention Center are not the traditional public forum sidewalk referred to in *Perry Education Assoc. v. Perry Local Educators' Ass'n,* 460 U.S. 37, 103 S.Ct. 948, 74 L.Ed.2d 794 (1983). The Court recognizes that the entrance to a Convention Center may be more conducive to distributing speech than, for example, a post office or federal building. However, Plaintiff has not proffered sufficient facts

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to show that the walkway areas here are a public forum.[FN10] ***1411** Moreover, as will be shown, even if the area in dispute had been a limited-public or public forum, the speech restriction here was a valid regulation of commercial speech to protect a substantial government interest.

> FN10. Plaintiff mentions in its brief only five specific "disputed material facts" accompanied by an argument that its speech is not purely commercial and is entitled to protection since its handbilling is not "incompatible" with the walkways in question. *See,* Opposition to Motion for Summary Judgment (# 116). The facts proffered by Plaintiff are generally either non-disputed or non-material: The first two "disputed facts" deal with the exact composition of Plaintiff's show dailies and are irrelevant to this analysis. The third is a correct statement inasmuch as it states that the LVCVA requires permission to distribute materials from *leased* areas. Statement four alleges that Plaintiff's show dailies are given free and that another distributor once handbilled promotional materials from the walkways here. These facts are not disputed nor relevant. Finally, statement five asserts that Convention Center sidewalks are indistinguishable from public sidewalks. This conclusion is unsupported and encompassed in the court's legal analysis.

V. COMMERCIAL SPEECH

[17] Although the First Amendment guarantees freedom from government restrictions on all speech, there exists a sensible distinction between speech proposing a commercial transaction, which often arises in areas traditionally subject to government regulation, and other varieties of speech. *Ohralik v. Ohio State Bar Ass'n,* 436 U.S. 447, 455-56, 98 S.Ct. 1912, 1918-19, 56 L.Ed.2d 444 (1978). Accordingly, even though commercial speech is usually afforded First Amendment protection equal to that of other forms of speech due to the "consumer's interest in the free flow of commercial information," certain types of restriction may be tolerated. *Rubin v. Coors Brewing Co.,* 514 U.S. 476, ----, 115 S.Ct. 1585, 1589, 131 L.Ed.2d 532, 538 (1995) (quoting *Virginia State Board of Pharmacy v. Virginia Citizens Consumer Council, Inc.,* 425 U.S. 748, 765, 96 S.Ct. 1817, 1827, 48 L.Ed.2d 346 (1976)).

[18] In commercial speech cases, government regulation may be permitted depending on the outcome of the applicable four-part analysis: (1) the speech must concern lawful activity and not be misleading, (2) the asserted governmental interest must be substantial, (3) the regulation must directly advance the governmental interest asserted, and (4) the regulation must not be more extensive than is necessary to serve the interest. *Central Hudson Gas & Electric Corp. v. Public Serv. Comm'n of N.Y.,* 447 U.S. 557, 566, 100 S.Ct. 2343, 2351, 65 L.Ed.2d 341 (1980). State restrictions of commercial speech that do not comport with this test are unconstitutional.

[19][20] The foregoing analysis is applicable to government restrictions on speech which does nothing more than propose a commercial transaction. *Virginia State Board of Pharmacy,* 425 U.S. at 762, 96 S.Ct. at 1826. Speech which contains advertisements, refers to a specific product, or which is distributed with an economic motivation evidences its commercial nature. *See, Bolger v. Youngs Drug Products Corp.,* 463 U.S. 60, 66-67, 103 S.Ct. 2875, 2880-81, 77 L.Ed.2d 469 (1983). Importantly, communication can constitute commercial speech "notwithstanding the fact that [it] contain[s] discussions of important public issues." *Bolger,* 463 U.S. at 67, 103 S.Ct. at 2880 (quoting *Central Hudson Gas,* 447 U.S. at 563, 100 S.Ct. at 2350). Thus "advertising which 'links a product to a current public debate' is not thereby entitled to the constitutional protection afforded noncommercial speech." *Id.*

[21] In the case at hand, Plaintiff Hampton produced and sought to distribute on the grounds of the

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Las Vegas Convention Center a "show daily" containing mostly advertisements and editorials for products of advertisers. [FN11] Hampton's desire to distribute its publication at computer tradeshows is motivated exclusively and undoubtedly by economic factors. It was the prospect of commercial gain that motivated the concept, creation, development, and production of the material. Indeed, it is financial interests that undergird this very litigation. Hampton's arguments that its "show daily" was noncommercial speech is without merit.

> FN11. The daily is approximately 75 percent advertisements. Two-Thirds of the remaining 25 percent comprises editorial material supporting products or services or personnel of advertisers in the publication. Pretrial Order (# 124) at 3.

A. *Central Hudson Gas* Analysis

[22] The commercial speech analysis of the Plaintiff's materials is more definitively ***1412** demonstrates, regardless of the forum, that LVCVA's conduct comported with First Amendment guarantees of free speech. Because neither party contends that Plaintiff's speech is misleading, the first test of the *Central Hudson Gas* analysis need not be addressed. Thus Plaintiff's speech may be restricted, despite the forum in which it is disseminated, provided the LVCVA's interest is substantial and the regulation it imposes directly advances the government's interest in a way that is not overly restrictive.

1. Substantial Government Interest

The LVCVA has a substantial government interest in restricting commercial speech because the Las Vegas Convention Center is a commercial venture by Clark County and the City of Las Vegas for improving economic activity in southern Nevada. This convention-leasing enterprise generates economic development throughout southern Nevada. Accordingly, the government's desire to maintain this economic activity is a substantial one. *See, Lehman v. City Shaker Heights,* 418 U.S. 298, 303, 94 S.Ct. 2714, 2717, 41 L.Ed.2d 770 (1974) (a state agency engaged in a permitted commercial activity has a substantial interest entitled to deference).

Additionally, the government has a substantial public policy interest. The ingress-egress walkways were designed to facilitate the unencumbered entry and exit of visitors to the Las Vegas convention facility. The unregulated activity of innumerable commercial venturers vying for favorable locales from which to distribute their sundry commercial materials would unduly congest the walkways and not only interfere with the ability of tradeshow promoters to control its crowds, but also with the ability of attendees to freely enter and exit the very event they traveled to attend. The LVCVA has an substantial interest in avoiding this adverse situation.

2. Regulation Must Directly Advance that Interest

The government "has power to preserve the property under its control for the use to which it is lawfully dedicated." *Greer,* 424 U.S. at 836, 96 S.Ct. at 1216 (1976). Hampton seeks to publish commercial materials that would compete with the financial interests of the lessees the LVCVA desires to serve. Permitting competing commercial entities to distribute materials without acquiring consent from leasing tradeshow promoters would undermine the LVCVA's fundamental purpose to lure, facilitate, and ultimately, lease space to large business conventions and commercial events in the Las Vegas Convention Center. A convention center lessees' ability to control and sell the exclusive rights to access convention patrons is the quintessence of the tradeshow enterprise. The integrity of that ability attracts future tradeshow promoters, conventions, visitors, and indirectly generates significant economic activity within the area served by the LVCVA. By regulating the distribution of competing commercial materials, the LVCVA preserves the competitiveness of the Las Vegas Convention

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Center and directly advances its substantial economic interest. Additionally, the prohibition of unauthorized distributors from the ingress-egress walkway areas maintains that areas for its intended purpose of safe and convenient entrance and exit for convention center visitors. *See, Heffron v. Int'l Society for Krishna Consciousness, Inc.*, 452 U.S. 640, 650-51, 101 S.Ct. 2559, 2565-66, 69 L.Ed.2d 298 (1981) (activities incompatible with the normal character and function of the government property may be regulated).

3. Regulation No More Extensive than Necessary

[23] When determining whether a regulation on commercial speech is more extensive than necessary, the "least-restrictive means" need not be used. Rather, there must only be a reasonable fit between the state's purpose and the means chosen to achieve the desired end. *Board of Trustees of State University of N.Y. v. Fox*, 492 U.S. 469, 109 S.Ct. 3028, 106 L.Ed.2d 388 (1989). LVCVA policy meets this burden. Hampton argues that Defendant's means are not reasonable because a previous June 30, 1993, judgment ***1413** by consent specifies the restrictions that Defendant is authorized to place upon speech. However, commercial speech was not at issue in that case. Here, where plaintiff's motivation to distribute materials is financial gain, a different standard applies. Accordingly, by prohibiting the unauthorized distribution of materials on leased convention center premises the LVCVA employs a reasonable means to preserve its substantial economic interest.

CONCLUSION

Because of the integral role the LVCVA plays in daily management and control of the Las Vegas Convention center and considering the nature of the LVCVA's lease whereby a policy of excluding non-authorized commercial activity is expressly maintained therein, state action exists for purposes of Section 1983 claims. However, the regulations imposed by the LVCVA as lessor of the Las Vegas Convention Center are reasonable since (1) the ingress-egress areas are non-public forums, and (2) the restrictions directly advance a substantial government interest. Specifically, the LVCVA may preserve the marketability of its tradeshow-industry enterprise and the significant economic development that venture generates by prohibiting commercial entities from distributing unauthorized materials on all Convention Center premises.

RECOMMENDATION

Based on the foregoing, and good cause appearing therefore,

IT IS THE RECOMMENDATION of the undersigned Magistrate Judge that Defendant's Motion for Summary Judgement (# 115) be GRANTED in that the restriction on Plaintiff's commercial speech does not violate the First Amendment and no genuine issue of material fact remain.

D.Nev.,1996.
Hampton Intern. Communications, Inc. v. Las Vegas Convention and Visitors Authority
913 F.Supp. 1402

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KEYCITE

C Hampton Intern. Communications, Inc. v. Las Vegas Convention and Visitors Authority, 913 F.Supp. 1402 (D.Nev. Jan 17, 1996) (NO. CV-S-93-1110-HDM RJJ)

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C 2 Albrecht v. Metropolitan Pier and Exposition Authority, 338 F.Supp.2d 914, 924 (N.D.Ill. Oct 01, 2004) (NO. 03 C 6472)

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3 Advertising & Comm. Speech: A First Amend. Guide s 14:37, Solicitation of Business or Funds (2008) **HN: 22 (F.Supp.)**

C 4 SIDEWALK DEMOCRACY: FREE SPEECH, PUBLIC SPACE AND THE CONSTITUTION, 8-MAY Nev. Law. 18, 20 (2000) **HN: 13 (F.Supp.)**

5 BRIEF FOR THE PETITIONER, 15 J. Marshall J. Computer & Info. L. 609, 631 (1997)

6 ADVERTISING AND COMMERCIAL SPEECH, 680 Practising Law Institute Patents, Copyrights, Trademarks, & Literary Property 199 (2001) **HN: 21 (F.Supp.)**

7 ADVERTISING AND COMMERCIAL SPEECH, 626 Practising Law Institute Patents, Copyrights, Trademarks, & Literary Property 31 (2000) **HN: 21 (F.Supp.)**

8 ADVERTISING AND COMMERCIAL SPEECH, 582 Practising Law Institute Patents, Copyrights, Trademarks, & Literary Property 715 (1999) **HN: 21 (F.Supp.)**

9 ADVERTISING AND COMMERCIAL SPEECH, 538 Practising Law Institute Patents, Copyrights, Trademarks, & Literary Property 59 (1998) **HN: 21 (F.Supp.)**

10 ADVERTISING AND COMMERCIAL SPEECH, 499 Practising Law Institute Patents, Copyrights, Trademarks, & Literary Property 655 (1997) **HN: 21 (F.Supp.)**

11 ADVERTISING AND COMMERCIAL SPEECH, 462 Practising Law Institute Patents, Copyrights, Trademarks, & Literary Property 371 (1996) **HN: 21 (F.Supp.)**

Court Documents

Appellate Court Documents (U.S.A.)

Appellate Briefs

12 NORTHERN INDIANA GUN & OUTDOOR SHOWS, INC., Appellant (Plaintiff Below), v.

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CITY OF SOUTH BEND, Stephen J. Luecke, as Mayor of the City of South Bend, Brian R. Hedman, Individually and as Executive Director of Century Center, and Karl King, as Chairman of the Civic Center Board of Managers, Appellees (Defendants Below)., 1996 WL 33415565, *33415565+ (Appellate Brief) (7th Cir. May 22, 1996) **Brief of Appellees** (NO. 98-1636) * * **HN: 6 (F.Supp.)**

13 George VILLEGAS, Bob Poelker, Marcelo Orta, and Don Derosiers, Plaintiffs and Appellants, v. CITY OF GILROY, Gilroy Garlic Festival Association, Inc., Defendants and Appellees., 2005 WL 3577727, *3577727+ (Appellate Brief) (9th Cir. Oct 03, 2005) **Brief Of Appellee Gilroy Garlic Festival Association, Inc.** (NO. 05-15725) * * * **HN: 6 (F.Supp.)**

14 George VILLEGAS, et al., Plaintiffs-Appellants, v. CITY OF GILROY, et al., Defendants-Appellees., 2005 WL 3128160, *3128160+ (Appellate Brief) (9th Cir. Aug 17, 2005) **Appellants' Opening Brief** (NO. 05-15725) " * * **HN: 6 (F.Supp.)**

15 SOC, INC., Richard Soranno, Hillsboro Enterprises, Inc., and the American Civil Liberties Union of Nevada, Appellants, v. COUNTY OF CLARK, State of Nevada, Las Vegas Metropolitan Police Department, Lorraine Hunt, Myrna Williams, Erin Kenny, Bruce Woodbury, Yvonne Atkinson Gates, Lance Malone, Mary Kincaid, Nevada Resort Association, Flamingo Hilton Corp., Mirage Casino-Hotel, Circus-Circus Enterprises, Inc., Las Vegas Convention and Visitors' Authority,, 1998 WL 34104147, *34104147+ (Appellate Brief) (9th Cir. Jan 29, 1998) **Joint Answering Brief of Appellees** (NO. 97-15912) " * * **HN: 22 (F.Supp.)**

16 S.O.C., INC.; Hillsboro Enterprises, Inc.; Hillsboro Enterprises, Ltd.; Appellants, v. The Mirage CASINO-HOTEL, a Nevada Corporation; and Treasure Island Corp., a Nevada Corporation, Respondents., 2000 WL 35587060, *35587060+ (Appellate Brief) (Nev. Aug 31, 2000) **Appellant Hillsboro's Reply Brief** (NO. 34563) * * **HN: 13 (F.Supp.)**

17 S.O.C., INC.; Hillsboro Enterprises, Inc.; Hillsboro Enterprises, Ltd.; Appellants, v. The Mirage CASINO-HOTEL, a Nevada Corporation; and Treasure Island Corp., a Nevada Corporation, Respondents., 2000 WL 35587056, *35587056+ (Appellate Brief) (Nev. May 03, 2000) **Amicus Curie Brief of the American Civil Liberties Union of Nevada** (NO. 34563) * * **HN: 13 (F.Supp.)**

Trial Court Documents (U.S.A.)

Trial Motions, Memoranda and Affidavits

18 FLORIDA ALLIANCE FOR RETIRED AMERICANS, et al., Plaintiffs, v. CITY OF FORT LAUDERDALE, et al., Defendants., 2005 WL 1501889, *1501889 (Trial Motion, Memorandum and Affidavit) (S.D.Fla. 2005) **Defendant. Broward County'S. Memorandum of Law Opposing Motion for Temporary Restraining Order or Preliminary Injunction** (NO. 05-60813-CIV-MOORE) * *

19 RGW COMMUNICATIONS, INC., d/b/a Watson Cable Company, Plaintiff, v. UNITED STATES OF AMERICA, DEPARTMENT OF THE AIR FORCE, et al., Defendants., 2001 WL 35677213, *35677213+ (Trial Motion, Memorandum and Affidavit) (M.D.Ga. Dec 24, 2001) **Defendants Hunt Building Corporation and WRAF Housing, LLC's Reply Brief in Support of Motion for Summary Judgment** (NO. 501-CV-302-4, DF) * *

20 Katherine ALBRECHT and Quentin Young, on behalf of themselves and all persons similarly

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situated, Plaintiffs, v. METROPOLITAN PIER AND EXPOSITION AUTHORITY, Defendant., 2004 WL 2174599, *2174599+ (Trial Motion, Memorandum and Affidavit) (N.D.Ill. Aug 30, 2004) **Plaintiffs' Response to Defendants' Motion to Dismiss** (NO. 03C6472) * *

21 Katherine ALBRECHT, plaintiff, v. METROPOLITAN PIER AND EXPOSITION AUTHORITY and Leticia Peralta Davis, in her official capacity as Ceo of the MPEA, defendants., 2003 WL 23799211, *23799211+ (Trial Motion, Memorandum and Affidavit) (N.D.Ill. Sep 15, 2003) **The Authority's Verified Memorandum in Opposition to Plaintiff's Motion for A Temporary Restraining Order** (NO. 03C6472) * *

22 Katherine ALBRECHT, plaintiff, v. METROPOLITAN PIER AND EXPOSITION AUTHORITY and Leticia Peralta Davis, in her official capacity as Ceo of the MPEA, defendants., 2003 WL 23799265, *23799265+ (Trial Motion, Memorandum and Affidavit) (N.D.Ill. Sep 15, 2003) **The Authority's Verified Memorandum in Opposition to Plaintiff's Motion for A Temporary Restraining Order** (NO. 03C6472) * *

23 William G. MAYJOR, Plaintiff, v. HARRAH'S LAS VEGAS, INC., Does I-X; and Roe Corporations I-X, inclusive, Defendants., 2002 WL 32975592, *32975592 (Trial Motion, Memorandum and Affidavit) (D.Nev. Jul 01, 2002) **Defendant's Motion to Dismiss Plaintiff's Violation of His Right to Freedom of Speech Cause of Action** (NO. CV-S-02-0859-KJD-LRL) * *

24 CHRISTIAN RIGHTS MINISTRIES, a Virginia non-profit corporation; and Steve Taylor, an individual, Plaintiffs, v. CITY OF CHESAPEAKE; South Norfolk Borough Civic League; Robert Clifton, in his official capacity as Director of Parks and Recreation; Donna Hill, individually and in her official capacity as Recreation Superintendent; Brenda Johnson, individually and in her capacity as a member of the South Norfolk Borough Civic League and Chairperson for, 2008 WL 7315890, *7315890 (Trial Motion, Memorandum and Affidavit) (E.D.Va. Jun 26, 2008) **Response to Rule 12(b)(6) Motions to Dismiss of Defendants South Norfolk Borough Civic League and Brenda Johnson** (NO. 208-CV-154) " * * **HN: 6 (F.Supp.)**

25 CHRISTIAN RIGHTS MINISTRIES, a Virginia non-profit corporation; and Steve Taylor, an individual, Plaintiffs, v. CITY OF CHESAPEAKE; Robert Clifton, in his official capacity as Director of Parks and Recreation; Donna Hill, individually and in her official capacity as Recreation Superintendent; Brenda Johnson, individually and in her official capacity as Chairperson for the Chesapeake Fourth of July Celebration, Defendants., 2008 WL 7315885, *7315885 (Trial Motion, Memorandum and Affidavit) (E.D.Va. May 12, 2008) **Reply Memorandum in Support of Plaintiffs' Motion for Preliminary Injunction** (NO. 208-CV-154) " * * **HN: 6 (F.Supp.)**

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Minn. fairground

Supreme Court of the United States
Michael HEFFRON, Secretary and Manager of the Minnesota State Agricultural Society Board of Managers, et al., Petitioners,
v.
INTERNATIONAL SOCIETY FOR KRISHNA CONSCIOUSNESS, INC., et al.
No. 80-795.

Argued April 20, 1981.
Decided June 22, 1981.

Members of religious sect, one whose doctrines require its members to go out into public places to distribute or sell religious literature and to solicit donations, brought action for judgment declaring that enforcement against them of state fair rule, prohibiting sale or distribution on fair grounds of any merchandise including printed or written material except from fixed location, would violate First Amendment. The District Court, Ramsey County, J. Jerome Plunkett, J., granted summary judgment in favor of governing body of state fair, and religious sect appealed. The Minnesota Supreme Court, 299 N.W.2d 79, reversed and remanded. Certiorari was granted. The Supreme Court, Justice White, held that rule did not violate free exercise clause of First Amendment as applied to members of religious sect.

Reversed and remanded.

Justice Brennan, with whom Justice Marshall and Justice Stevens joined, filed an opinion concurring in part and dissenting in part.

Justice Blackmun, filed an opinion concurring in part and dissenting in part.

Opinion on remand, 311 N.W.2d 843.

West Headnotes

|1| Constitutional Law 92 ⚿1498

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1498 k. Absolute Nature of Right. Most Cited Cases
(Formerly 92k90(3))
The First Amendment does not guarantee the right to communicate one's views at all times and places or in any manner that may be desired. U.S.C.A.Const. Amend. 1.

|2| Constitutional Law 92 ⚿1517

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1516 Content-Based Regulations or Restrictions
92k1517 k. In General. Most Cited Cases
(Formerly 92k90(3))
A major criterion for a valid time, place, and manner restriction on First Amendment rights is that restriction may not be based upon either content or subject matter of speech. U.S.C.A.Const. Amend. 1.

|3| Agriculture 23 ⚿5

23 Agriculture
23k5 k. Agricultural Exhibitions and Fairs. Most Cited Cases
(Formerly 92k90.1(4))

Constitutional Law 92 ⚿1764

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events

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Submitted At Meeting
Date 8/3/10 Item 3 Exhibit 3

92XVIII(G)2 Government Property and Events

92k1764 k. Fairs, Festivals, Exhibitions, and Conventions. Most Cited Cases
(Formerly 92k90.1(4))

Constitutional Law 92 ⚿1879

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(M) Soliciting, Canvassing, Pamphletting, Leafletting, and Fundraising
92k1879 k. Charities or Religious Organizations. Most Cited Cases
(Formerly 92k90.1(4))

Minnesota state fair rule requiring that the sale and distribution of any merchandise, including printed or written material, be from a duly licensed location on fair grounds did not violate free exercise clause of First Amendment as applied to members of the Hari Krishna sect, although sect claimed that rule suppressed practice of religious ritual enjoining its members to go into public places to distribute or sell religious literature and to solicit donations, where rule was applied even-handedly, and state's interest in maintaining orderly movement of crowd at fair was sufficient to justify the requirement that at time, place, or manner of restriction must serve significant governmental interest. U.S.C.A.Const. Amend. 1.

****2560 *640 Syllabus*** FN*

FN* The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States v. Detroit Lumber Co.*, 200 U.S. 321, 337, 26 S.Ct. 282, 287, 50 L.Ed. 499.

A rule (Rule 6.05) of the Minnesota Agricultural Society (Society), a Minnesota public corporation that operates the annual state fair, provides that sale or distribution of any merchandise, including printed or written material, except from a duly licensed location on the fairgrounds shall be a misdemeanor. As Rule 6.05 is construed and applied by the Society, all persons, groups, or firms desiring to sell, exhibit, or distribute materials during the fair must do so only from fixed locations. However, the Rule does not prevent organizational representatives from walking about the fairgrounds and communicating the organization's views to fair patrons in face-to-face discussions. Space in the fairgrounds is rented in a nondiscriminatory fashion on a first-come, first-served basis, and Rule 6.05 applies alike to nonprofit, charitable, and commercial enterprises. Respondents, International Society for Krishna Consciousness, Inc. (ISKCON), an organization espousing the views of the Krishna religion, and the head of one of its temples, filed suit in a Minnesota state court against state officials, seeking declaratory and injunctive relief on the ground that Rule 6.05, on its face and as applied, violated their First Amendment rights. ISKCON asserted that the Rule suppressed the practice of Sankirtan, a religious ritual that enjoins its members to go into public places to distribute or sell religious literature and to solicit donations for the support of the Krishna religion. The trial court upheld the constitutionality of Rule 6.05, but the Minnesota Supreme Court reversed.

Held: Rule 6.05, requiring members of ISKCON who desire to practice Sankirtan at the state fair to confine their distribution, sales, and solicitation activities to a fixed location, is a permissible restriction on the place and manner of communicating the views of the Krishna religion. Pp. 2563-2568.

(a) Rule 6.05 is not based upon the content or subject matter of speech, since it applies evenhandedly to all persons or organizations, ***641** whether commercial or charitable, who wish to distribute and sell written materials or to solicit funds. Nor is the Rule-which involves a method of allocating space on a first-come, first-served basis-open to the kind of arbitrary application that is inherently inconsistent with a valid time, place, and manner regulation as having the potential for becoming a means of

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suppressing a particular point of view. Pp. 2564-2565.

(b) The State's interest in maintaining the orderly movement of the crowd at fair is sufficient to satisfy the requirement that a time, place, or manner restriction must serve a significant governmental interest. The significance of that interest must be assessed in light of the characteristic nature and function of the particular forum involved. Because the fairgrounds comprise a relatively small area where an enormous variety of goods, services, entertainment, and other matters of interest are exhibited to large crowds on a temporary basis, the State's interest in the orderly movement and control of such an assembly is a substantial consideration. Pp. 2565-2566.

**2561 (c) The justification for Rule 6.05 cannot be measured solely on the basis of the disorder that would result from granting members of ISKCON an exemption from the Rule. Inclusion of peripatetic solicitation as part of a church ritual does not entitle church members to solicitation rights in a public forum superior to those of members of other religious groups that raise money but do not purport to ritualize the process. And if Rule 6.05 is an invalid restriction on ISKCON's activities, it is no more valid with respect to other social, political, or charitable organizations seeking to distribute information, sell wares, or solicit funds at the fair. Pp. 2566-2567.

(d) Similarly, Rule 6.05 cannot be viewed as an unnecessary regulation on the ground that the State could avoid the threat to its interest posed by ISKCON by less restrictive means, such as penalizing disorder, limiting the number of solicitors, or imposing more narrowly drawn restrictions on the location and movement of ISKCON's representatives. Since the inquiry must involve all other organizations that would be entitled to distribute, sell, or solicit if the booth rule may not be enforced with respect to ISKCON, it is improbable that such alternative means would deal adequately with the problems posed by the large number of distributors and solicitors that would be present on the fairgrounds. P. 2567.

(e) Alternative forums for the expression of respondents' protected speech exist despite the effects of Rule 6.05. The Rule does not prevent ISKCON from practicing Sankirtan anywhere outside the fairgrounds, nor does it exclude ISKCON from the fairgrounds. Its members may mingle with the crowd and orally propagate their views, and ISKCON *642 may also arrange for a booth and distribute and sell literature and solicit funds from that location on the fairgrounds. Pp. 2567-2568.

299 N.W.2d 79, reversed and remanded.

Kent G. Harbison, St. Paul, Minn., for petitioners.

Laurence H. Tribe, Cambridge, Mass., for respondents.

JUSTICE WHITE delivered the opinion of the Court.

The question presented for review is whether a State, consistent with the First and Fourteenth Amendments, may require a religious organization desiring to distribute and sell religious literature and to solicit donations at a state fair to conduct those activities only at an assigned location within the fairgrounds even though application of the rule limits the religious practices of the organization.

*643 I

Each year, the Minnesota Agricultural Society (Society), a public corporation organized under the laws of Minnesota, see Minn.Stat. § 37.01 (1980), operates a State Fair on a 125-acre state-owned tract located in St. Paul, Minn.[FN1] The Fair is conducted for the purpose of "exhibiting ... the agricultural, stock-breeding, horticultural, mining, mechanical, industrial, and other products and resources of the state, including proper exhibits and expositions of the arts, human skills, and sciences." *Ibid.* The Fair is a major public event and attracts visitors

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from all over Minnesota as well as from other parts of the country. During the past five years, the average total attendance for the 12-day Fair has been 1,320,000 persons. The average daily attendance on weekdays has been 115,000 persons and on Saturdays and Sundays 160,000.

FN1. The facts are taken primarily from the parties' stipulation of facts filed with the Minnesota District Court on July 31, 1978, and reprinted in the joint appendix. App. A-30 through A-36.

The Society is authorized to make all "bylaws, ordinances, and rules, not inconsistent with law, which it may deem necessary or proper for the government of the fair grounds...." **2562 Minn.Stat. § 37.16 (1980). Under this authority, the Society promulgated Minnesota State Fair Rule 6.05 which provides in relevant part that

> "[s]ale or distribution of any merchandise, including printed or written material except under license issued [by] the Society and/or from a duly-licensed location shall be a misdemeanor."

As Rule 6.05 is construed and applied by the Society, "all persons, groups or firms which desire to sell, exhibit or distribute materials during the annual State Fair must do so only from fixed locations on the fairgrounds." FN2 Although the Rule does not prevent organizational representatives from walking about the fairgrounds and communicating the organization's*644 views with fair patrons in face-to-face discussions, FN3 it does require that any exhibitor conduct its sales, distribution, and fund solicitation operations from a booth rented from the Society. Space in the fairgrounds is rented to all comers in a nondiscriminatory fashion on a first-come, first-served basis with the rental charge based on the size and location of the booth. FN4 The Rule applies alike to nonprofit, charitable, and commercial enterprises. FN5

FN2. Stipulation of Fact # 16.

FN3. Fair officials did not "intend to restrict [respondents] from peaceably walking around the fairgrounds and discussing their political, religious or other views with Fair patrons." Affidavit of Michael Heffron, App. A-28. See also Tr. of Oral Arg. 5-7. The trial court expressly permitted such oral proselytizing, see *infra*, at 2563, and that part of the order was not challenged or appealed.

FN4. Over 1,400 exhibitors and concessionaires rented booth space during the 1977 and 1978 Fairs, with several hundred potential exhibitors denied rental space solely because of the limited amount of area available. The propriety of the fee is not an issue in the present case. Cf. *Cox v. New Hampshire*, 312 U.S. 569, 576-577, 61 S.Ct. 762, 766, 85 L.Ed. 1049 (1941).

FN5. The following represent some of the charitable, religious, and other noncommercial organizations that rented booth space at the 1978 Minnesota State Fair: Abortion Rights Council of Minnesota, American Association of Retired Persons, American Heart Association, American Party of Minnesota, Christian Business Men's Association, Church of Christ, D.F.L. State Central Committee, Faith Broadcasting Network, Inc., Independent Republicans of Minnesota, Minnesota Foster Parents Association, Twin Cities Baptist Messianic Witness, World Home Bible League, Christian Educational Service, Lutheran Colportage Service, Minnesota Citizens Concerned for Life, Save Our Unwanted Life, Inc., and United States-China Peoples Friendship Association.

One day prior to the opening of the 1977 Minnesota State Fair, respondents International Society for Krishna Consciousness, Inc. (ISKCON), an international religious society espousing the views of the

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Krishna religion, and Joseph Beca, head of the Minneapolis ISKCON temple, filed suit against numerous state officials seeking a declaration that Rule 6.05, both on its face and as applied, violated respondents' rights under the First Amendment, and seeking injunctive relief ***645** prohibiting enforcement of the Rule against ISKCON and its members. Specifically, ISKCON asserted that the Rule would suppress the practice of Sankirtan, one of its religious rituals, which enjoins its members to go into public places to distribute or sell religious literature and to solicit donations for the support of the Krishna religion.[FN6] The trial court entered temporary orders to govern the conduct of the parties during the 1977 Fair.[FN7] When ****2563** that event concluded and after a hearing, the trial court granted the state officials' motion for summary judgment, upholding the constitutionality of Rule 6.05. Relying on the reasoning in *International Society for Krishna Consciousness, Inc. v. Evans*, 440 F.Supp. 414 (SD Ohio 1977), the court found that the State's interest "in providing all fair goers and concessionaries with adequate and equal access to each other and in providing a minimum of ***646** congestion on the fairgrounds" was sufficient to sustain Rule 6.05's limitations as applied to respondents.[FN8] The court, however, provided that respondents were free to "[r]oam throughout those areas of the fairgrounds generally open to the public for the purpose of discussing with others their religious beliefs."

FN6. In performing Sankirtan, ISKCON members "often greet members of the public by giving them flowers or small American flags...." Stipulation of Fact # 11. For the purpose of this lawsuit, respondents did not assert any right to seek contributions in return for these "greeting gifts," nor did they seek to dance, chant, or engage in any other activities besides the distribution and sale of literature and the solicitation of donations. *Ibid.*

FN7. The trial court temporarily restrained the officials from "arresting, participating in the arrest of, excluding from the Fairgrounds, or preventing activities of [respondents], such as, espousing their religious beliefs, proselytizing others to those beliefs, distributing religious literature or soliciting donations for religious purposes in any portion of the Minnesota Fair Grounds generally open to the public during the 1977 Minnesota State Fair." The court enjoined respondents from "selling or inducing others to purchase, religious literature, items or artifacts, except at a space rented for that purpose on the grounds of the Minnesota Agricultural Society in compliance with the applicable regulations of said Society." Respondents took part in the 1977 Fair pursuant to the terms of the court order. The State submitted various affidavits stating that respondents violated the terms of the order by misrepresenting their cause in seeking solicitations, and by making similar fraudulent statements. These charges are disputed by respondents.

FN8. Given the great number of exhibitors at the State Fair, the trial court was of the view that "[s]ome form of time, place and manner restriction is clearly required if the free speech rights of each of these exhibitors are to be protected." Accordingly, the court ordered that respondents be prohibited from distributing materials such as books, flowers, flags, incense, or artifacts and from engaging in sales or solicitation for monetary donations throughout the fairgrounds except from a booth rented from the Society.

On appeal, the Minnesota Supreme Court reversed, holding that Rule 6.05, as applied to respondents, unconstitutionally restricted the Krishnas' religious practice of Sankirtan. 299 N.W.2d 79 (1980). The court rejected the Society's proffered justifications

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for the Rule as inadequate to warrant the restriction. Furthermore, the application of Rule 6.05 to ISKCON was not essential to the furtherance of the State's interests in that those interests could be served by means less restrictive of respondents' First Amendment rights. We granted the state officials' petition for writ of certiorari in light of the important constitutional issues presented and the conflicting results reached in similar cases in various lower courts.[FN9] 449 U.S. 1109, 101 S.Ct. 917, 66 L.Ed.2d 838.

FN9. Compare *International Society for Krishna Consciousness, Inc. v. Barber*, 506 F.Supp. 147 (NDNY, 1980), rev'd, 650 F.2d 430 (CA2 1981) (invalidating "booth" rule); *Edwards v. Maryland State Fair and Agricultural Society, Inc.*, 628 F.2d 282 (CA4 1980) (same); *International Society for Krishna Consciousness, Inc. v. Bowen*, 600 F.2d 667 (CA7) (same), cert. denied, 444 U.S. 963, 100 S.Ct. 448, 62 L.Ed.2d 375 (1979); *International Society for Krishna Consciousness, Inc. v. Colorado State Fair and Industrial Exposition Comm'n*, 199 Colo. 265, 610 P.2d 486 (Colo.1980) (same) with *Hynes v. Metropolitan Government of Nashville*, 478 F.Supp. 9 (MD Tenn.1979) (upholding "booth" rule); *International Society for Krishna Consciousness, Inc. v. Evans*, 440 F.Supp. 414 (SD Ohio 1977) (same). Related issues have been raised concerning religious groups' access to other types of public facilities. See *International Society for Krishna Consciousness of Atlanta v. Eaves*, 601 F.2d 809 (CA5 1979) (airports); *International Society for Krishna Consciousness, Inc. v. Rochford*, 585 F.2d 263 (CA7 1978) (same); *International Society for Krishna Consciousness, Inc. v. McAvey*, 450 F.Supp. 1265 (SDNY 1978) (World Trade Center); *International Society for Krishna Consciousness, Inc. v. Hays*, 438 F.Supp. 1077 (SD Fla.1977) (highway rest stops); *United States v. Boesewetter*, 463 F.Supp. 370 (DC 1978) (performing arts center).

***647 II**

The State does not dispute that the oral and written dissemination of the Krishnas' religious views and doctrines is protected by the First Amendment. See *Schneider v. State*, 308 U.S. 147, 160, 162-164, 60 S.Ct. 146, 150, 151-152, 84 L.Ed. 155 (1939); *Lovell v. City of Griffin*, 303 U.S. 444, 452, 58 S.Ct. 666, 669, 82 L.Ed. 949 (1938). Nor does it claim that this protection is lost because the written materials sought to be distributed are sold rather than given away or because contributions or gifts are solicited in the course of propagating the faith. Our cases indicate as much. *Murdock v. Pennsylvania*, 319 U.S. 105, 111, 63 S.Ct. 870, 874, 87 L.Ed. 1292 (1943); ****2564***Schaumburg v. Citizens for a Better Environment*, 444 U.S. 620, 632, 100 S.Ct. 826, 63 L.Ed.2d 73 (1980). See *Cantwell v. Connecticut*, 310 U.S. 296, 60 S.Ct. 900, 84 L.Ed. 1213 (1940).

[1] It is also common ground, however, that the First Amendment does not guarantee the right to communicate one's views at all times and places or in any manner that may be desired. *Adderley v. Florida*, 385 U.S. 39, 47-48, 87 S.Ct. 242, 247, 17 L.Ed.2d 149 (1966); *Poulos v. New Hampshire*, 345 U.S. 395, 405, 73 S.Ct. 760, 766, 97 L.Ed. 1105 (1953); see *Cox v. Louisiana*, 379 U.S. 536, 554, 85 S.Ct. 453, 464, 13 L.Ed.2d 471 (1965). As the Minnesota Supreme Court recognized, the activities of ISKCON, like those of others protected by the First Amendment, are subject to reasonable time, place, and manner restrictions. *Grayned v. City of Rockford*, 408 U.S. 104, 92 S.Ct. 2294, 33 L.Ed.2d 222 (1972); ***Adderley v. Florida, supra;*** *Kovacs v. Cooper*, 336 U.S. 77, 69 S.Ct. 448, 93 L.Ed. 513 (1949); *Cox v. New Hampshire*, 312 U.S. 569, 61 S.Ct. 762, 85 L.Ed. 1049 (1941).[FN10] "We have often approved***648** restrictions of that kind provided that they are justified without reference to

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the content of the regulated speech, that they serve a significant governmental interest, and that in doing so they leave open ample alternative channels for communication of the information." *Virginia Pharmacy Board v. Virginia Citizens Consumer Council*, 425 U.S. 748, 771, 96 S.Ct. 1817, 1830, 48 L.Ed.2d 346 (1976); see also *Consolidated Edison Co. v. Public Service Comm'n*, 447 U.S. 530, 535, 100 S.Ct. 2326, 2331, 65 L.Ed.2d 319 (1980). The issue here, as it was below, is whether Rule 6.05 is a permissible restriction on the place and manner of communicating the views of the Krishna religion, more specifically, whether the Society may require the members of ISKCON who desire to practice Sankirtan at the State Fair to confine their distribution, sales, and solicitation activities to a fixed location.

FN10. In *Cox v. New Hampshire*, a religious group challenged a local ordinance forbidding street parades without a license. The Court held the requirement constitutional as a reasonable time, place, and manner regulation: "Where a restriction of the use of highways in that relation is designed to promote the public convenience in the interest of all, it cannot be disregarded by the attempted exercise of some civil right which in other circumstances would be entitled to protection." 312 U.S., at 574, 61 S.Ct., at 765. *Kovacs v. Cooper* upheld as applied to a sound truck a content-neutral and nondiscriminatory local ordinance against the emission of loud and raucous noises on the public streets. In *Adderley v. Florida*, no constitutional violation was discerned in applying a local trespass ordinance to persons demonstrating on the grounds of a city jail. We rejected the argument "that people who want to propagandize protests or views have a constitutional right to do so whenever and however and wherever they please" and held that the "State, no less than a private owner of property, has power to preserve the property under its control for the use to which it is lawfully dedicated." 385 U.S., at 47-48, 87 S.Ct., at 247. *Grayned v. City of Rockford* sustained as a reasonable time, place, and manner regulation a local ordinance forbidding disturbing noises in the vicinity of a building in which a school is in session.

[2] A major criterion for a valid time, place and manner restriction is that the restriction "may not be based upon either the content or subject matter of speech." *Consolidated Edison Co. v. Public Service Comm'n, supra*, at 536, 100 S.Ct., at 2332. FN11 Rule 6.05 ***649** qualifies in this respect, since as the Supreme Court of Minnesota observed, the Rule applies evenhandedly to all who wish to distribute and sell written materials or to solicit funds. No person or organization, whether commercial or charitable, is permitted to engage in such activities except from a booth rented for those purposes.[FN12]

FN11. See *Virginia Pharmacy Board v. Virginia Citizens Consumer Council*, 425 U.S. 748, 771, 96 S.Ct. 1817, 1830, 48 L.Ed.2d 346 (1976); *Linmark Associates, Inc. v. Willingboro*, 431 U.S. 85, 93-94, 97 S.Ct. 1614, 1618-1619, 52 L.Ed.2d 155 (1977); *Police Department of Chicago v. Mosley*, 408 U.S. 92, 92 S.Ct. 2286, 33 L.Ed.2d 212 (1972); *Papish v. University of Minnesota Curators*, 410 U.S. 667, 670, 93 S.Ct. 1197, 1199, 35 L.Ed.2d 618 (1973).

FN12. Respondents do argue that because the Rule requires ISKCON to await expressions of interest from fair patrons before it may distribute, sell, or solicit funds, the regulation is not content-neutral in that it prefers listener-initiated exchanges to those originating with the speaker. The argument is interesting but has little force. This aspect of the Rule is inherent in the determination to confine exhibitors to fixed locations, it applies to all exhibitors

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alike, and it does not invalidate the Rule as a reasonable time, place, and manner regulation.

**2565 Nor does Rule 6.05 suffer from the more covert forms of discrimination that may result when arbitrary discretion is vested in some governmental authority. The method of allocating space is a straightforward first-come, first-served system. The Rule is not open to the kind of arbitrary application that this Court has condemned as inherently inconsistent with a valid time, place, and manner regulation because such discretion has the potential for becoming a means of suppressing a particular point of view. See *Shuttlesworth v. Birmingham*, 394 U.S. 147, 150-153, 89 S.Ct. 935, 938-940, 22 L.Ed.2d 162 (1969); *Cox v. Louisiana*, *supra*, at 555-558, 85 S.Ct., at 464-466; *Staub v. City of Baxley*, 355 U.S. 313, 321-325, 78 S.Ct. 277, 281-284, 2 L.Ed.2d 302 (1958); *Largent v. Texas*, 318 U.S. 418, 63 S.Ct. 667, 87 L.Ed. 873 (1943); *Cantwell v. Connecticut*, *supra*, at 304, 60 S.Ct., at 903; *Schneider v. State*, 308 U.S., at 164, 60 S.Ct., at 152; *Hague v. CIO*, 307 U.S. 496, 516, 59 S.Ct. 954, 964, 83 L.Ed. 1423 (1939).

A valid time, place, and manner regulation must also "serve a significant governmental interest." *Virginia Pharmacy Board v. Virginia Citizens Consumer Council*, *supra*, at 771, 96 S.Ct., at 1830. See *Grayned v. City of Rockford*, *supra*, at 108, 92 S.Ct., at 2298. Here, the principal justification asserted by the State in support of Rule 6.05 is the need to maintain the orderly movement of ***650** the crowd given the large number of exhibitors and persons attending the Fair.[FN13]

FN13. Petitioners assert two other state interests in support of the Rule. First, petitioners claim that the Rule forwards the State's valid interest in protecting its citizens from fraudulent solicitations, deceptive or false speech, and undue annoyance. See *Schaumburg v. Citizens for a Better Environment*, 444 U.S. 620, 100 S.Ct. 826, 63 L.Ed.2d 73 (1980); *Cantwell v. Connecticut*, 310 U.S. 296, 306-307, 60 S.Ct. 900, 904, 84 L.Ed. 1213 (1940). Petitioners also forward the State's interest in protecting the fairgoers from being harassed or otherwise bothered, on the grounds that they are a captive audience. In light of our holding that the Rule is justified solely in terms of the State's interest in managing the flow of the crowd, we do not reach whether these other two purposes are constitutionally sufficient to support the imposition of the Rule.

The fairgrounds comprise a relatively small area of 125 acres, the bulk of which is covered by permanent buildings, temporary structures, parking lots, and connecting thoroughfares. There were some 1,400 exhibitors and concessionaires renting space for the 1977 and 1978 Fairs, chiefly in permanent and temporary buildings. The Fair is designed to exhibit to the public an enormous variety of goods, services, entertainment, and other matters of interest. This is accomplished by confining individual exhibitors to fixed locations, with the public moving to and among the booths or other attractions, using streets and open spaces provided for that purpose. Because the Fair attracts large crowds, see *supra*, at 2561, it is apparent that the State's interest in the orderly movement and control of such an assembly of persons is a substantial consideration.

As a general matter, it is clear that a State's interest in protecting the "safety and convenience" of persons using a public forum is a valid governmental objective. See *Grayned v. City of Rockford*, 408 U.S., at 115, 92 S.Ct., at 2302; *Cox v. New Hampshire*, 312 U.S., at 574, 61 S.Ct., at 765. Furthermore, consideration of a forum's special attributes is relevant to the constitutionality of a regulation since the significance of the governmental ***651** interest must be assessed in light of the characteristic nature and function of the particular forum involved. See, *e. g.*, *Grayned v. City of Rockford*, *supra*, at 116-117, 92 S.Ct., at 2303; *Lehman v. City of Shaker Heights*, 418 U.S. 298, 302-303, 94

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S.Ct. 2714, 2716-2717, 41 L.Ed.2d 770 (1974). This observation bears particular import in the present case since respondents make a number of analogies between the fairgrounds and city **2566 streets which have "immemorially been held in trust for the use of the public and ... have been used for purposes of assembly, communicating thoughts between citizens, and discussing public questions." *Hague v. CIO, supra,* at 515, 59 S.Ct., at 963. See *Kunz v. New York*, 340 U.S. 290, 293, 71 S.Ct. 312, 314, 95 L.Ed. 280 (1951). But it is clear that there are significant differences between a street and the fairgrounds. A street is continually open, often uncongested, and constitutes not only a necessary conduit in the daily affairs of a locality's citizens, but also a place where people may enjoy the open air or the company of friends and neighbors in a relaxed environment. The Minnesota Fair, as described above, is a temporary event attracting great numbers of visitors who come to the event for a short period to see and experience the host of exhibits and attractions at the Fair. The flow of the crowd and demands of safety are more pressing in the context of the Fair. As such, any comparisons to public streets are necessarily inexact.

The Minnesota Supreme Court recognized that the State's interest in the orderly movement of a large crowd and in avoiding congestion was substantial and that Rule 6.05 furthered that interest significantly.[FN14] Nevertheless, the Minnesota Supreme Court declared that the case did not turn on the "importance of the state's undeniable interest in preventing*652 the widespread disorder that would surely exist if no regulation such as Rule 6.05 were in effect" but upon the significance of the State's interest in avoiding whatever disorder would likely result from granting members of ISKCON an exemption from the Rule. 299 N.W.2d, at 83. Approaching the case in this way, the court concluded that although some disruption would occur from such an exemption, it was not of sufficient concern to warrant confining the Krishnas to a booth. The court also concluded that, in any event, the Rule was not essential to the furtherance of the State's interest in crowd control, which could adequately be served by less intrusive means.

> FN14. The court stated that the facts suggested "a situation in which the state's interest in maintaining order is substantial. We have no doubt that Rule 6.05's requirement that all vendors, exhibitors, and concessionaires perform their functions at fixed locations furthers that interest significantly." 299 N.W.2d, at 83.

As we see it, the Minnesota Supreme Court took too narrow a view of the State's interest in avoiding congestion and maintaining the orderly movement of fair patrons on the fairgrounds. The justification for the Rule should not be measured by the disorder that would result from granting an exemption solely to ISKCON. That organization and its ritual of Sankirtan have no special claim to First Amendment protection as compared to that of other religions who also distribute literature and solicit funds.[FN15] None of our cases suggest that the inclusion of peripatetic solicitation as part of a church ritual entitles church members to solicitation rights in a public forum superior to those of members of other religious groups that raise money but do not purport to ritualize the process. Nor for present purposes do religious organizations enjoy rights to communicate, distribute, and solicit on the fairgrounds superior to those of other organizations having social, political, or other ideological messages to *653 proselytize. These nonreligious organizations seeking support for their activities are entitled to rights equal to those of religious groups to enter a public forum and spread their views, whether by soliciting funds or by distributing literature.

> FN15. Respondents do not defend the limited approach of the Minnesota Supreme Court. They concede that whatever exemption they were entitled to under the First Amendment would apply to other organizations seeking similar rights to take part in certain protected activities in the public

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areas of the fairgrounds. See Brief for Respondents 8; Tr. of Oral Arg. 25-26.

If Rule 6.05 is an invalid restriction on the activities of ISKCON, it is no more valid with respect to the other social, political, or charitable organizations that have **2567 rented booths at the Fair and confined their distribution, sale, and fund solicitation to those locations. Nor would it be valid with respect to other organizations that did not rent booths, either because they were unavailable due to a lack of space or because they chose to avoid the expense involved, but that would in all probability appear in the fairgrounds to distribute, sell, and solicit if they could freely do so. The question would also inevitably arise as to what extent the First Amendment also gives commercial organizations a right to move among the crowd to distribute information about or to sell their wares as respondents claim they may do.

ISKCON desires to proselytize at the fair because it believes it can successfully communicate and raise funds. In its view, this can be done only by intercepting fair patrons as they move about, and if success is achieved, stopping them momentarily or for longer periods as money is given or exchanged for literature. This consequence would be multiplied many times over if Rule 6.05 could not be applied to confine such transactions by ISKCON and others to fixed locations. Indeed, the court below agreed that without Rule 6.05 there would be widespread disorder at the fairgrounds. The court also recognized that some disorder would inevitably result from exempting the Krishnas from the Rule. Obviously, there would be a much larger threat to the State's interest in crowd control if all other religious, nonreligious, and noncommercial organizations could likewise move freely about the fairgrounds distributing and selling literature and soliciting funds at will.

[3] *654 Given these considerations, we hold that the State's interest in confining distribution, selling, and fund solicitation activities to fixed locations is sufficient to satisfy the requirement that a place or manner restriction must serve a substantial state interest. By focusing on the incidental effect of providing an exemption from Rule 6.05 to ISKCON, the Minnesota Supreme Court did not take into account the fact that any such exemption cannot be meaningfully limited to ISKCON, and as applied to similarly situated groups would prevent the State from furthering its important concern with managing the flow of the crowd. In our view, the Society may apply its Rule and confine the type of transactions at issue to designated locations without violating the First Amendment.

For similar reasons, we cannot agree with the Minnesota Supreme Court that Rule 6.05 is an unnecessary regulation because the State could avoid the threat to its interest posed by ISKCON by less restrictive means, such as penalizing disorder or disruption, limiting the number of solicitors, or putting more narrowly drawn restrictions on the location and movement of ISKCON's representatives. As we have indicated, the inquiry must involve not only ISKCON, but also all other organizations that would be entitled to distribute, sell, or solicit if the booth rule may not be enforced with respect to ISKCON. Looked at in this way, it is quite improbable that the alternative means suggested by the Minnesota Supreme Court would deal adequately with the problems posed by the much larger number of distributors and solicitors that would be present on the fairgrounds if the judgment below were affirmed.

For Rule 6.05 to be valid as a place and manner restriction, it must also be sufficiently clear that alternative forums for the expression of respondents' protected speech exist despite the effects of the Rule. Rule 6.05 is not vulnerable on this ground. First, the Rule does not prevent ISKCON from *655 practicing Sankirtan anywhere outside the fairgrounds. More importantly, the Rule has not been shown to deny access within the forum in question. Here, the Rule does not exclude ISKCON from the fairgrounds, nor does it deny that organization the right to conduct any desired activity at

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some point within the forum. Its members may mingle with the crowd and orally propagate their views. The organization may also arrange for a booth and distribute and sell literature and solicit funds from that location on the fairgrounds itself. The Minnesota State Fair is a limited public forum in **2568 that it exists to provide a means for a great number of exhibitors temporarily to present their products or views, be they commercial, religious, or political, to a large number of people in an efficient fashion. Considering the limited functions of the Fair and the combined area within which it operates, we are unwilling to say that Rule 6.05 does not provide ISKCON and other organizations with an adequate means to sell and solicit on the fairgrounds. The First Amendment protects the right of every citizen to "reach the minds of willing listeners and to do so there must be opportunity to win their attention." *Kovacs v. Cooper*, 336 U.S. 77, 87, 69 S.Ct. 448, 453, 93 L.Ed. 513 (1949). Rule 6.05 does not unnecessarily limit that right within the fairgrounds.[FN16]

FN16. Given this understanding of the nature of the Fair, we reject respondents' claim that Rule 6.05 effects a total ban on protected First Amendment activities in the open areas of the fairgrounds. In effect, respondents seek to separate, for constitutional purposes, the open areas of the fairgrounds from that part of the fairgrounds where the booths are located. For the reasons stated in text, we believe respondents' characterization of the Rule is plainly incorrect. The booths are not secreted away in some nonaccessible location, but are located within the area of the fairgrounds where visitors are expected, and indeed encouraged, to pass. Since respondents are permitted to solicit funds and distribute and sell literature from within the fairgrounds, albeit from a fixed location, it is inaccurate to say that Rule 6.05 constitutes a ban on such protected activity in the relevant public forum. Accordingly, the only question is the Rule's validity as a time, place, and manner restriction.

***656** The judgment of the Supreme Court of Minnesota is reversed, and the case is remanded for further proceedings not inconsistent with this opinion.

So ordered.

Justice BRENNAN, with whom Justice MARSHALL and Justice STEVENS join, concurring in part and dissenting in part.

As the Court recognizes, the issue in this case is whether Minnesota State Fair Rule 6.05 constitutes a reasonable time, place, and manner restriction on respondents' exercise of protected First Amendment rights. See *Schad v. Mount Ephraim*, 452 U.S. 61, 74-76, 101 S.Ct. 2176, 2186, 68 L.Ed.2d 671; *Grayned v. City of Rockford*, 408 U.S. 104, 115-116, 92 S.Ct. 2294, 2302, 33 L.Ed.2d 222 (1972). In deciding this issue, the Court considers, *inter alia*, whether the regulation serves a significant governmental interest and whether that interest can be served by a less intrusive restriction. See *ante*, at 2565, 2567. The Court errs, however, in failing to apply its analysis separately to each of the protected First Amendment activities restricted by Rule 6.05. Thus, the Court fails to recognize that some of the State's restrictions may be reasonable while others may not.

Rule 6.05 restricts three types of protected First Amendment activity: distribution of literature, sale of literature, and solicitation of funds. See *Schaumburg v. Citizens for a Better Environment*, 444 U.S. 620, 632, 633, 100 S.Ct. 826, 833, 834, 63 L.Ed.2d 73 (1980); *Murdock v. Pennsylvania*, 319 U.S. 105, 108, 63 S.Ct. 870, 872, 87 L.Ed. 1292 (1943); *Jamison v. Texas*, 318 U.S. 413, 416, 63 S.Ct. 669, 671, 87 L.Ed. 869 (1943); *Schneider v. State*, 308 U.S. 147, 160, 60 S.Ct. 146, 150, 84 L.Ed. 155 (1939); *Lovell v. Griffin*, 303 U.S. 444, 452, 58 S.Ct. 666, 669, 82 L.Ed. 949 (1938). No individual or group is permitted to engage in these activities at the Minnesota State Fair except from preassigned, rented booth locations. Violation of this Rule constitutes a misdemeanor, and violators are subject to arrest and

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expulsion from the fairgrounds.

The State advances three justifications for its booth Rule. The justification relied upon by the Court today is the State's ***657** interest in maintaining the orderly movement of the crowds at the fair. *Ante*, at 2565. The second justification, relied upon by the dissenting justices below, 299 N.W.2d 79, 87 (Minn.1980), is the State's interest in protecting its fairgoers from fraudulent, deceptive, and misleading solicitation practices. The third justification, based on the "captive audience" doctrine, is the State's interest in protecting its fairgoers from annoyance and harassment.

****2569** I quite agree with the Court that the State has a significant interest in maintaining crowd control on its fairgrounds. See *Grayned v. City of Rockford, supra*, 408 U.S., at 115-116, 92 S.Ct., at 2302-2303, *Cox v. New Hampshire*, 312 U.S. 569, 574, 61 S.Ct. 762, 765, 85 L.Ed. 1049 (1941). I also have no doubt that the State has a significant interest in protecting its fairgoers from fraudulent or deceptive solicitation practices. See *Schaumburg v. Citizens for a Better Environment, supra*, 444 U.S., at 636, 100 S.Ct., at 836; *Virginia Pharmacy Board v. Virginia Citizens Consumer Council*, 425 U.S. 748, 771-772, 96 S.Ct. 1817, 1830-1831, 48 L.Ed.2d 346 (1976). Indeed, because I believe on this record that this latter interest is substantially furthered by a Rule that restricts sales and solicitation activities to fixed booth locations, where the State will have the greatest opportunity to police and prevent possible deceptive practices, I would hold that Rule 6.05's restriction on those particular forms of First Amendment expression is justified as an antifraud measure. Accordingly, I join the judgment of the Court insofar as it upholds Rule 6.05's restriction on sales and solicitations. However, because I believe that the booth Rule is an overly intrusive means of achieving the State's interest in crowd control, and because I cannot accept the validity of the State's third asserted justification.[FN1] I dissent from the Court's approval of Rule 6.05's restriction on the distribution of literature.

FN1. Because fairgoers are fully capable of saying "no" to persons seeking their attention and then walking away, they are not members of a captive audience. They have no general right to be free from being approached. See *Schaumburg v. Citizens for a Better Environment*, 444 U.S. 620, 638-639, 100 S.Ct. 826, 837, 63 L.Ed.2d 73 (1980); *Martin v. Struthers*, 319 U.S. 141, 143-144, 63 S.Ct. 862, 863, 87 L.Ed. 1313 (1943).

***658** As our cases have long noted, once a governmental regulation is shown to impinge upon basic First Amendment rights, the burden falls on the government to show the validity of its asserted interest and the absence of less intrusive alternatives. See, *e. g., Schneider v. State, supra*. The challenged "regulation must be narrowly tailored to further the State's legitimate interest." *Grayned v. City of Rockford, supra*, 408 U.S., at 116-117, 92 S.Ct., at 2303. Minnesota's Rule 6.05 does not meet this test.

The Minnesota State Fair is an annual 12-day festival of people and ideas. Located on permanent fairgrounds comprising approximately 125 acres, the fair attracts an average of 115,000 visitors on weekdays and 160,000 on Saturdays and Sundays. Once the fairgoers pay their admission fees, they are permitted to roam the fairgrounds at will, visiting booths, meeting friends, or just milling about. Significantly, each and every fairgoer, whether political candidate, concerned citizen, or member of a religious group, is free to give speeches, engage in face-to-face advocacy, campaign, or proselytize. No restrictions are placed on any fairgoer's right to speak at any time, at any place, or to any person.[FN2] Thus, if on a given day 5,000 members of ISKCON came to the fair and paid their admission fees, all 5,000 would be permitted to wander throughout the fairgrounds, delivering speeches to ***659** whomever they wanted, about whatever they wanted. Moreover, because ****2570** this right does not rest on Sankirtan or any other religious principle,[FN3] it can be exercised by every political

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candidate, partisan advocate, and common citizen who has paid the price of admission. All share the identical ***660** right to move peripatetically and speak freely throughout the fairgrounds.

FN2. A state fair is truly a marketplace of ideas and a public forum for the communication of ideas and information. As one court has stated, a "fair is almost by definition a congeries of hawkers, vendors of wares and services, and purveyors of ideas, commercial, esthetic, and intellectual." *International Society for Krishna Consciousness v. State Fair of Texas*, 461 F.Supp. 719, 721 (ND Tex.1978). See also *International Society for Krishna Consciousness, Inc. v. Barber*, 650 F.2d 430, 444, n.21 (CA2 1981). Despite the Court's suggestion to the contrary, *ante*, at 2565-2566, a fair is surely a "natural and proper plac[e] for the dissemination of information and opinion." *Schneider v. State*, 308 U.S. 147, 163, 60 S.Ct. 146, 151, 84 L.Ed. 155 (1939). In no way could I agree that respondents' desired " 'manner of expression is basically incompatible with the normal activity' " of the fair. See *Schad v. Mount Ephraim*, 452 U.S., at 75, 101 S.Ct., at 2186, quoting *Grayned v. City of Rockford*, 408 U.S. 104, 116, 92 S.Ct. 2294, 2303, 33 L.Ed.2d 222 (1972).

FN3. I am somewhat puzzled by the Court's treatment of the Sankirtan issue. Respondents' complaint, based on 42 U.S.C. § 1983, alleges that Rule 6.05, on its face and as applied, violates both the Free Exercise and the Free Speech Clauses. In their brief and in oral argument, however, respondents emphasize that they do not claim any special treatment because of Sankirtan, but are willing to rest their challenge wholly upon their general right to free speech, which they concede is identical to the right enjoyed by every other religious, political, or charitable group. Tr. of Oral Arg. 26; Brief for Respondents 19-20, 47-48. There is therefore no need for the Court to discuss Sankirtan.

Having chosen to discuss it, however, the Court does so in a manner that is seemingly inconsistent with prior case law. The parties have stipulated that members of ISKCON have a unique "duty to perform a religious ritual known as *Sankirtan*, which consists of going out into public places, to disseminate or sell religious literature and to solicit contributions to support the publishing, religious, and educational functions of Krishna Consciousness." App. A-32. The Court, however, disparages the significance of this ritual, stating without explanation or supporting authority:

"[ISKCON] and its ritual of Sankirtan have no special claim to First Amendment protection as compared to that of other religions who also distribute literature and solicit funds. None of our cases suggest that the inclusion of peripatetic solicitation as part of a church ritual entitles church members to solicitation rights in a public forum superior to those of members of other religious groups that raise money but do not purport to ritualize the process." *Ante*, at 2566 (footnote omitted).

Our cases are clear that governmental regulations which interfere with the exercise of specific religious beliefs or principles should be scrutinized with particular care. See, *e. g., Sherbert v. Verner*, 374 U.S. 398, 402-403, 83 S.Ct. 1790, 1793, 10 L.Ed.2d 965 (1963). As we stated in *Wisconsin v. Yoder*, 406 U.S. 205, 220, 92 S.Ct. 1526, 1535, 32 L.Ed.2d 15 (1972), "there are areas of

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> conduct protected by the Free Exercise Clause of the First Amendment and thus beyond the power of the State to control, even under regulations of general applicability." I read the Court as accepting these precedents, and merely holding that even if Sankirtan is "conduct protected by the Free Exercise Clause," it is entitled to no greater protection than other forms of expression protected by the First Amendment that are burdened to the same extent by Rule 6.05.

Because of Rule 6.05, however, as soon as a proselytizing member of ISKCON hands out a free copy of the Bhagavad-Gita to an interested listener, or a political candidate distributes his campaign brochure to a potential voter, he becomes subject to arrest and removal from the fairgrounds. This constitutes a significant restriction on First Amendment rights. By prohibiting distribution of literature outside the booths, the fair officials sharply limit the number of fairgoers to whom the proselytizers and candidates can communicate their messages. Only if a fairgoer affirmatively seeks out such information by approaching a booth does Rule 6.05 fully permit potential communicators to exercise their First Amendment rights.

In support of the crowd control justification,[FN4] petitioners contend that if fairgoers are permitted to distribute literature, large crowds will gather, blocking traffic lanes and causing safety problems. As counsel for petitioners asserted at oral argument:

> FN4. Other than the "captive audience" justification, see n.1, *supra,* the only interest seriously asserted by petitioners in support of the restriction on distribution of literature is the State's interest in crowd control. At oral argument, counsel for petitioners expressly declined to advance an antilittering objective, Tr. of Oral Arg. 16, and virtually conceded that the antifraud rationale would not apply unless the communicator sought to obtain money from the fairgoers. *Id.*, at 14-16, 17-19. See also Brief for Petitioners 24-29.

> "[I]t seems to me that if you had [distribution] activity going on with not just the Krishnas but 10 or 20 or 30 representatives from perhaps 30 to 60 or 70 groups, that inevitably is going to draw more attention and going to cause or create more or less moving pockets or moving congested crowds .... [I]f all of a sudden the crowd becomes aware of the fact that dozens of people are walking around passing out materials and they're going ****2571** to ***661** inevitably be attracted by that. Whereas, they wouldn't be if people were just talking." Tr. of Oral Arg. 18-19.
> See also Brief for Petitioners 31.

But petitioners have failed to provide any support for these assertions. They have made no showing that relaxation of the booth Rule would create additional disorder in a fair that is already characterized by the robust and unrestrained participation of hundreds of thousands of wandering fairgoers. See *International Society for Krishna Consciousness, Inc. v. Barber*, 650 F.2d 430, 444, n.22 (CA2 1981). If fairgoers can make speeches, engage in face-to-face proselytizing, and buttonhole prospective supporters, they can surely distribute literature to members of their audience without significantly adding to the State's asserted crowd control problem. Cf. *Martin v. Struthers*, 319 U.S. 141, 151, 63 S.Ct. 862, 867, 87 L.Ed. 1313 (1943) (Murphy, J. concurring) (invalidating ordinance that banned house-to-house distribution of handbills but did not ban house-to-house proselytizing). The record is devoid of any evidence that the 125-acre fairgrounds could not accommodate peripatetic distributors of literature just as easily as it now accommodates peripatetic speechmakers and proselytizers.[FN5]

> FN5. Moreover, petitioners' expressed concerns are significantly undermined by three affidavits contained in the record which indicate that the State itself engages in the seemingly forbidden practice of leafletting.

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Thus, the affidavit of Thomas Kerr states:

> "2. On numerous occasions when I entered the [1977 Minnesota State Fair], *the individual taking tickets would give to me a flier* which stated that fairgoers might be approached by roving solicitors, that the fair neither licensed nor sanctioned them, and that complaints against them could be filed with the fair administration. On several occasions, *I also noted individuals who appeared to be state fair employees handing out similar fliers at information booths and concession areas.* On several occasions, *I also noticed that individuals, who appeared to be state fair employees, would begin to distribute similar fliers to fairgoers in areas where I or my fellow ISKCON members were proselytizing* or distributing literature." App. A-40 (emphasis added).
>
> See also Affidavit of Joseph Beca, *id.*, at A-38; Affidavit of David C. Ewert, *id.*, at A-43. It is hard to believe the State is seriously concerned about the effects of leafletting, when apparently it too engages in such activity at the State Fair.

***662** Relying on a general, speculative fear of disorder, the State of Minnesota has placed a significant restriction on respondents' ability to exercise core First Amendment rights. This restriction is not narrowly drawn to advance the State's interests, and for that reason is unconstitutional. "[U]ndifferentiated fear or apprehension of disturbance is not enough to overcome the right to freedom of expression." *Tinker v. Des Moines School Dist.*, 393 U.S. 503, 508, 89 S.Ct. 733, 737, 21 L.Ed.2d 731 (1969). If the State had a reasonable concern that distribution in certain parts of the fairgrounds-for example, entrances and exits-would cause disorder, it could have drafted its Rule to prohibit distribution of literature at those points. If the State felt it necessary to limit the number of persons distributing an organization's literature, it could, within reason, have done that as well. [FN6] It had no right, however, to ban all ****2572** distribution of literature outside the booths. [FN7] A State

> FN6. Respondents recognize that some limitations may constitutionally be imposed upon their right to distribute literature. Stipulation of Fact 23 states:
>
> "ISKCON, while unwilling to confine its religious activities to a booth, has indicated its willingness to submit to the regulation of its members in their circulation throughout the fairgrounds to proselytize, distribute and sell literature, and solicit contributions." *Id.*, at A-36.
>
> In addition, paragraph 11 of respondents' complaint states:
>
> "ISKCON's devotees have tried to allay any fears Defendants might have that their religious activity might be disruptive to normal Fair activities by offering to wear identifying name tags at all times, to limit the number of devotees at the State Fair Grounds, to approach only consenting patrons, to refrain from engaging Fair patrons in conversation near entrances or exits to buildings or exhibits or in areas where there are lines or queues, and to identify themselves to Fair officials, including police officials." *Id.*, at A-6.
>
> See also Tr. of Oral Arg. 30, 34-35.
>
> FN7. As the Minnesota Supreme Court concluded:
>
> "The state's interest can be adequately served by means less restrictive of First Amendment rights. Conduct that tends to create disorder on the fairgrounds may be specifically prohibited." 299 N.W.2d 79, 84 (1980).

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"may serve its legitimate interests, but it must do so by narrowly drawn regulations designed to serve those ***663** interests without unnecessarily interfering with First Amendment freedoms.... 'Broad prophylactic rules in the area of free expression are suspect. Precision of regulation must be the touchstone....' " *Schaumburg v. Citizens for a Better Environment*, 444 U.S., at 637, 100 S.Ct. at 836, quoting *NAACP v. Button*, 371 U.S. 415, 438, 83 S.Ct. 328, 340, 9 L.Ed.2d 405 (1963).

Accord, *Grayned v. City of Rockford*, 408 U.S., at 116-117, 92 S.Ct., at 2303.

Because I believe that the State could have drafted a more narrowly drawn restriction on the right to distribute literature without undermining its interest in maintaining crowd control on the fairgrounds, I would affirm that part of the judgment below that strikes down Rule 6.05 as it applies to distribution of literature.

Justice BLACKMUN, concurring in part and dissenting in part.

For the reasons stated by Justice BRENNAN, I believe that Minnesota State Fair Rule 6.05 is unconstitutional as applied to the distribution of literature.[FN1] I also agree, however, that the Rule is *constitutional* as applied to the sale of literature and the solicitation of funds. I reach this latter conclusion by a different route than does Justice BRENNAN for I am not persuaded that, under the Court's precedents, the State's interest in protecting fairgoers from fraudulent solicitation ***664** or sales practices justifies Rule 6.05's restrictions of those activities.[FN2]

FN1. Like Justice BRENNAN, I would not reach the question whether respondents can claim an exemption from the operation of Rule 6.05 because of their adherence to the doctrine of Sankirtan.

FN2. It should be stressed that Rule 6.05 does not prevent respondents from wandering throughout the fairgrounds and directing interested donors or purchasers to their booth. See Brief for Petitioners 35-36. Thus, it is in fact only the exchange of money, rather than the solicitation *per se* of contributions or of purchases, that is limited to a booth. See 299 N.W.2d 79, 86 (Minn.1980) (opinion dissenting in part). Accordingly, I use the terms "solicitation" and "sales" to connote only the actual exchange of money, rather than the act of requesting that the fairgoer purchase literature or make a contribution at the booth.

In *Schaumburg v. Citizens for a Better Environment*, 444 U.S. 620, 636-637, 100 S.Ct. 826, 836-837, 63 L.Ed.2d 73 (1980), the Court stressed that a community's interest in preventing fraudulent solicitations must be met by narrowly drawn regulations that do not unnecessarily interfere with First Amendment freedoms. It there held that possibility of fraud in "door-to-door" or "on-street" solicitations could be countered "by measures less intrusive than a direct prohibition on solicitation," such as disclosure provisions and penal laws prohibiting fraudulent misrepresentations. *Id.*, at 637-638, 100 S.Ct., at 836-837. I see no reason why the same considerations are not applicable here. There is nothing in this record to suggest that it is more difficult to police fairgrounds for fraudulent solicitations than it is to police an entire community's streets; just as fraudulent solicitors may "melt into a crowd" at the fair, so also may door-to-door solicitors quickly move on after consummating several transactions in a particular neighborhood. Indeed, since respondents have offered to wear identifying tags, see App. A-6, and since the fairgrounds are an enclosed area, it is at least arguable that it is easier to police the fairgrounds than a community's streets.

Nonetheless, I believe that the State's substantial interest in maintaining crowd control and safety on the fairgrounds does justify Rule 6.05's restriction on solicitation and sales activities not conducted from a ****2573** booth. As the Court points out, *ante*, at 2566, "[t]he flow of the crowd and demands of

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***665** safety are more pressing in the context of the Fair" than in the context of a typical street. While I agree with Justice BRENNAN that the State's interest in order does not justify restrictions upon distribution of literature, I think that common-sense differences between literature distribution, on the one hand, and solicitation and sales, on the other, suggest that the latter activities present greater crowd control problems than the former. The distribution of literature does not require that the recipient stop in order to receive the message the speaker wishes to convey; instead, the recipient is free to read the message at a later time. For this reason, literature distribution may present even fewer crowd control problems than the oral proselytizing that the State already allows upon the fairgrounds. In contrast, as the dissent in the Minnesota Supreme Court observed, sales and the collection of solicited funds not only require the fairgoer to stop, but also "engender additional confusion ... because they involve acts of exchanging articles for money, fumbling for and dropping money, making change, etc." 299 N.W.2d 79, 87 (1980). Rules restricting the exchange of money to booths have been upheld in analogous contexts, see *e. g., International Society for Krishna Consciousness of Atlanta v. Eaves*, 601 F.2d 809, 828-829 (CA5 1979) (Atlanta airports), and for similar reasons I would uphold Rule 6.05 insofar as it applies to solicitation and sales.

U.S.Minn.,1981.
Heffron v. International Soc. for Krishna Consciousness, Inc.
452 U.S. 640, 101 S.Ct. 2559, 69 L.Ed.2d 298, 7 Media L. Rep. 1489

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76 F.3d 1009, 64 USLW 2531, 24 Media L. Rep. 1434, 96 Cal. Daily Op. Serv. 981, 96 Daily Journal D.A.R. 1623
(Cite as: 76 F.3d 1009)

United States Court of Appeals,
Ninth Circuit.

ONE WORLD ONE FAMILY NOW, a Hawaii non-profit corporation; James McDonough; Bhaktivedanta Mission, Ltd., a Hawaii non-profit corporation; Anton Voight, Plaintiffs-Appellants,

v.

CITY AND COUNTY OF HONOLULU; Frank F. Fasi, individually and in his capacity as Mayor of the City and County of Honolulu; Michael Nakamura, Chief of Police; Donna Woo, individually and in her capacity as Special Deputy Attorney General of the State of Hawaii; and John Does 1-10, Defendants-Appellees.

ONE WORLD ONE FAMILY NOW; James McDonough, an individual; Bhaktivedanta Mission, Ltd., a Hawaii non-profit corporation; Anton Voight, Plaintiffs-Appellees,

v.

CITY AND COUNTY OF HONOLULU; Frank F. Fasi, individually and in his capacity as Mayor of the City and County of Honolulu; Michael Nakamura, Chief of Police, Defendants-Appellants.

Nos. 94-16373, 94-16511.

Argued and Submitted May 2, 1995.
Decided Feb. 13, 1996.

Nonprofit organizations brought § 1983 action for declaratory and injunctive relief from ordinance which would prohibit sales of their message-bearing T-shirts on sidewalks. The United States District Court for the District of Hawai'i, Harold M. Fong, Chief Judge, denied preliminary injunction against enforcement in heart of commercial area, but granted it as to the rest of city. Both sides appealed. The Court of Appeals, Kozinski, Circuit Judge, held that: (1) plaintiffs' activities were protected under First Amendment; (2) ordinance was content-neutral; (3) ordinance was narrowly tailored to serve substantial interests; (4) other channels of communication were open to plaintiffs; (5) selling message-bearing T-shirts on sidewalk was not uniquely valuable mode of communication; and (6) preliminary injunction to prevent enforcement of ordinance in any area of city was not warranted.

Affirmed in part; reversed in part.

Pregerson, Circuit Judge, dissented and filed opinion.

West Headnotes

[1] Constitutional Law 92 ⚿1600

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(C) Trade or Business
92k1600 k. In General. Most Cited Cases
(Formerly 92k90.1(1))

Nonprofit groups' activities in selling T-shirts imprinted with various philosophical and inspirational messages were protected by First Amendment. U.S.C.A. Const.Amend. 1.

[2] Constitutional Law 92 ⚿1512

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1511 Content-Neutral Regulations or Restrictions
92k1512 k. In General. Most Cited Cases
(Formerly 92k90(3))

Constitutional Law 92 ⚿1514

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General

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Submitted At Meeting
Date 8/3/10 Item 3 Exh. 6, 1 of 4

92XVIII(A)1 In General
92k1511 Content-Neutral Regulations or Restrictions
92k1514 k. Narrow Tailoring Requirement; Relationship to Governmental Interest. Most Cited Cases
(Formerly 92k90(3))

Constitutional Law 92 ⚿1515

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1511 Content-Neutral Regulations or Restrictions
92k1515 k. Existence of Other Channels of Expression. Most Cited Cases
(Formerly 92k90(3))
Time, place, or manner restrictions on protected speech are valid if they are content-neutral, are narrowly tailored to serve significant governmental interest, and leave open ample alternative channels of communication. U.S.C.A. Const.Amend. 1.

[3] Constitutional Law 92 ⚿1512

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1511 Content-Neutral Regulations or Restrictions
92k1512 k. In General. Most Cited Cases
(Formerly 92k90(3))
Speech restriction is "content-neutral" if it is justified without reference to content of regulated speech. U.S.C.A. Const.Amend. 1.

[4] Constitutional Law 92 ⚿1512

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1511 Content-Neutral Regulations or Restrictions
92k1512 k. In General. Most Cited Cases
(Formerly 92k90(3))

Constitutional Law 92 ⚿1513

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1511 Content-Neutral Regulations or Restrictions
92k1513 k. Governmental Disagreement with Message Conveyed. Most Cited Cases
(Formerly 92k90(3))
Regulation that serves purposes unrelated to content of expression is deemed neutral, even if it has incidental effect on some speakers or messages but not others; test is whether government has adopted restriction because of disagreement with message it conveys. U.S.C.A. Const.Amend. 1.

[5] Constitutional Law 92 ⚿1760

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1760 k. Sidewalks. Most Cited Cases
(Formerly 92k90.1(4))

Municipal Corporations 268 ⚿661(2)

268 Municipal Corporations
268XI Use and Regulation of Public Places, Property, and Works

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268XI(A) Streets and Other Public Ways
268k660 Power to Control and Regulate
268k661 In General
268k661(2) k. Reasonableness and Validity of Regulations in General. Most Cited Cases
Challenged ordinance which banned sales of plaintiffs' message-bearing T-shirts was content neutral, since it imposed flat ban on sales of goods on sidewalks, with certain exemptions, without regard to content; ordinance was not designed to suppress certain ideas that government found distasteful nor was it applied to plaintiffs because of views they expressed. U.S.C.A. Const.Amend. 1.

[6] Constitutional Law 92 ⚿1759

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1759 k. Streets and Highways. Most Cited Cases
(Formerly 92k90.1(4))

Constitutional Law 92 ⚿1760

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1760 k. Sidewalks. Most Cited Cases
(Formerly 92k90.1(4))

Municipal Corporations 268 ⚿661(2)

268 Municipal Corporations
268XI Use and Regulation of Public Places, Property, and Works
268XI(A) Streets and Other Public Ways
268k660 Power to Control and Regulate
268k661 In General
268k661(2) k. Reasonableness and Validity of Regulations in General. Most Cited Cases
For purposes of challenge to ordinance banning sales of goods and services on streets and sidewalks, city had substantial interests in eliminating visual blight of vendor stands, assuring orderly movement of pedestrians on crowded sidewalks, and protecting local merchants from unfair competition. U.S.C.A. Const.Amend. 1.

[7] Constitutional Law 92 ⚿1509

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1508 Time, Place, or Manner Restrictions
92k1509 k. In General. Most Cited Cases
(Formerly 92k90(3))
Validity of time, place, or manner regulation depends on relation it bears to overall problem government seeks to correct, not on extent to which it furthers government's interests in individual case. U.S.C.A. Const.Amend. 1.

[8] Constitutional Law 92 ⚿1760

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1760 k. Sidewalks. Most Cited Cases
(Formerly 92k90.1(4))

Municipal Corporations 268 ⚿661(2)

268 Municipal Corporations
268XI Use and Regulation of Public Places,

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Property, and Works
268XI(A) Streets and Other Public Ways
268k660 Power to Control and Regulate
268k661 In General
268k661(2) k. Reasonableness and Validity of Regulations in General. Most Cited

Municipal Corporations 268 ⚖692

268 Municipal Corporations
268XI Use and Regulation of Public Places, Property, and Works
268XI(A) Streets and Other Public Ways
268k691 Obstructions and Encroachments
268k692 k. Obstruction of Use. Most Cited Cases
Ordinance which prohibited sales of goods and services on sidewalks, including sale of plaintiffs' message-bearing T-shirts, was narrowly tailored to serve substantial interests of eliminating visual blight of vendor stands, assuring orderly movement of pedestrians on crowded sidewalks, and protecting local merchants from unfair competition; proliferation of sidewalk vendors could aggravate congestion on already crowded sidewalks and siphon off sales from local merchants. U.S.C.A. Const.Amend. 1.

[9] **Constitutional Law 92 ⚖1870**

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(M) Soliciting, Canvassing, Pamphletting, Leafletting, and Fundraising
92k1870 k. In General. Most Cited Cases
(Formerly 92k90.1(1.1))

Constitutional Law 92 ⚖1760

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1760 k. Sidewalks. Most Cited Cases
(Formerly 92k90.1(4))
Although city ordinance prohibited sidewalk sales of plaintiffs' message-bearing T-shirts, plaintiffs had alternative channels of communication to reach intended audience, such as handing out literature, proselytizing or soliciting donations; also, plaintiffs' volunteers could hand out free T-shirts to passers-by, could mingle with city's tourist throngs wearing T-shirts, and could sell T-shirts through local retail outlets or by opening their own stores. U.S.C.A. Const.Amend. 1.

[10] **Constitutional Law 92 ⚖1600**

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(C) Trade or Business
92k1600 k. In General. Most Cited Cases
(Formerly 92k90.1(1))

Constitutional Law 92 ⚖1760

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1760 k. Sidewalks. Most Cited Cases
(Formerly 92k90.1(4))
While wearing message-bearing T-shirt might be uniquely valuable mode of communication whose total ban could raise serious constitutional questions, same can't be said for selling such T-shirt on sidewalk; although selling T-shirts is unique form of expression in sense that serving message-bearing raviolis or preaching on street corners in Donald Duck voice would be unique, it does nothing to make message uniquely significant or effective. U.S.C.A. Const.Amend. 1.

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|11| Civil Rights 78 ⚖1457(7)

78 Civil Rights
78III Federal Remedies in General
78k1449 Injunction
78k1457 Preliminary Injunction
78k1457(7) k. Other Particular Cases and Contexts. Most Cited Cases
(Formerly 78k268)

Because ordinance banning sales of message-bearing T-shirts on sidewalk was not violation of First Amendment, preliminary injunction to prevent enforcement of ordinance for areas other than main part of downtown was not warranted; city was not obliged to prove validity of ordinance on block-by-block basis. U.S.C.A. Const.Amend. 1.

***1010** Keith M. Kiuchi,Kiuchi, Nakamoto & Ahu, Honolulu, Hawaii, for plaintiffs-appellants One World One Family Now and James McDonough.

Daniel R. Foley, Partington & Foley, Honolulu, Hawaii, for plaintiffs-appellants Bhaktivedanta Mission, Ltd. and Anton Voight.

Kathleen M. Sullivan, Stanford, California, Darolyn H. Lendio, Donna M. Woo, Hazel G. Beh, Honolulu, Hawaii, and Jon M. Van Dyke, Honolulu, Hawaii, for defendants-appellees.

Stephen V. Bomse, Terri A. Little, Heller, Ehrman, White & McAuliffe, San Francisco, California, and James A. Stubenberg, Fredrick W. Rohlfing III, Stubenberg & Durrett, Honolulu, Hawaii, for amici curiae DFS Group L.P. and Kinkai Properties Ltd. Partnership.

Appeals from the United States District Court for the District of Hawaii; Harold M. Fong, Chief Judge, Presiding.

Before PREGERSON, KOZINSKI and HAWKINS, Circuit Judges.

***1011** KOZINSKI, Circuit Judge.

OPINION

An ordinance prohibits the sale of merchandise on city streets. We must determine whether it may be constitutionally applied to bar non-profit organizations from selling message-bearing T-shirts.

I

Plaintiffs One World One Family Now and Bhaktivedanta Mission are non-profit corporations operating in Hawaii. Both organizations sell T-shirts imprinted with various philosophical and inspirational messages, such as "Protect and Preserve the Truth, the Beauty & Harmony of our Native Cultures," Ex. 3, "TAKE IT EASY MEDITATE HANG LOOSE HAWAII," Ex. 4, and "WAIKIKI HAWAII HARINAM," Ex. 6.[FN1] Many of the T-shirts feature colorful depictions of Hawaii's scenic natural beauty, not unlike shirts sold in retail stores catering to tourists. Plaintiffs believe that selling T-shirts is a particularly effective way to communicate because those who buy and wear the T-shirts help spread the message.

> FN1. "Harinam" apparently means "chant the name of god" in Sanskrit. Appellee's Br. at 5.

Aiming for a wide audience, plaintiffs, along with a number of commercial T-shirt vendors, set up several display tables on the sidewalks of Kalakaua Avenue, one of the busiest commercial streets in Waikiki.[FN2] The City and County of Honolulu soon began to hear from visitors and local residents who complained that the T-shirt tables were an obstruction and an eyesore. Merchants with stores near the T-shirt tables also complained, citing a drop in their own sales of tourist-oriented merchandise, which they attributed to unfair competition from the sidewalk vendors.

> FN2. Waikiki is a relatively small, self-contained district within the city of Honolulu, comprising approximately 500 acres. Within it one can find, on any given day,

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> the highest concentration of tourists in the city. It also has a large residential population.

The city notified the sidewalk vendors (including plaintiffs) that they were violating Honolulu, Haw., Rev.Ordinances § 29-6.2(b)(7), which bans the sale of all "goods, wares, merchandise, foodstuffs, refreshments or other kinds of property or services ... upon the public streets, alleys, sidewalks, malls, parks, beaches and other public places in Waikiki." After police threatened them with citations for failure to comply, plaintiffs sued for declaratory and injunctive relief under 42 U.S.C. § 1983, claiming that section 29-6.2 violated their First Amendment rights, and moved for a preliminary injunction.

The district court held an evidentiary hearing. Finding that the city was regulating the time, place and manner of speech pursuant to legitimate and significant interests, it refused to enjoin enforcement of the ordinance as to Kalakaua and Kuhio Avenues-the heart of Waikiki's commercial area and the focus of the city's evidence. The district court granted a preliminary injunction against enforcement of the ordinance in the rest of Waikiki, holding that the city hadn't shown a sufficient interest in keeping plaintiffs from selling there, or that doing so would leave adequate alternative means of communication. Both sides appeal.

II

Because the focus of the litigation has been on Kalakaua and Kuhio Avenues, we deal first with the district court's decision not to enjoin enforcement of the ordinance there.

A

Before we decide which standard to use in evaluating the ordinance, we dispose of a preliminary matter: the application here of our decision in *Gaudiya Vaishnava Soc'y v. City and County of San Francisco,* 952 F.2d 1059 (9th Cir.1990), *cert. denied,* 504 U.S. 914, 112 S.Ct. 1951, 118 L.Ed.2d 555 (1992). Plaintiffs argue that, under *Gaudiya,* their selling is constitutionally protected expression. The city claims plaintiffs' activities aren't constitutionally protected at all.

***1012** In *Gaudiya,* we addressed two questions, one of first impression, the other not. The novel question was whether an ordinance prohibiting charitable organizations from selling message-bearing merchandise implicated the First Amendment. Rejecting San Francisco's contention that selling goods was unprotected conduct, we held that, when the sale of merchandise bearing political, religious, philosophical or ideological messages is "inextricably intertwined" with other forms of protected expression (like distributing literature and proselytizing), the First Amendment applies. *Id.* at 1064. The mundane question followed: Whether San Francisco's ordinance facially violated the First Amendment by giving the police chief unbridled discretion to grant or deny peddling permits for an activity protected by the First Amendment. Following a well-worn path, *see City of Lakewood v. Plain Dealer Publishing Co.,* 486 U.S. 750, 756-57, 108 S.Ct. 2138, 2143-44, 100 L.Ed.2d 771 (1988) (collecting cases), we held the ordinance facially invalid. 952 F.2d at 1065-66.

[1] Plaintiffs' activities closely resemble those in *Gaudiya* and the First Amendment therefore protects them. But there ends the similarity. In *Gaudiya,* the ordinance granted the police chief unbridled discretion to grant peddling permits and the plaintiffs there brought a facial challenge to this discretion. By contrast, Honolulu's ordinance is a flat ban; there are some exceptions, but no discretion to be exercised. Accordingly, on appeal, plaintiffs challenge section 29-6.2 only as applied to their activities. [FN3]

> FN3. Below, plaintiffs purported to bring a facial challenge, as well. We assume they don't appeal the district court's rejection of their facial challenge as they make no arguments to support such a challenge.

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B

[2] Having determined that plaintiffs' T-shirt sales fall within the ambit of the First Amendment, we must decide whether Honolulu's ordinance is valid as applied to them. We use the standard governing time, place and manner restrictions.[FN4] Such restrictions are valid if they (1) are content-neutral; (2) are narrowly tailored to serve a significant governmental interest; and (3) leave open ample alternative channels of communication. *Ward v. Rock Against Racism,* 491 U.S. 781, 791, 109 S.Ct. 2746, 2753, 105 L.Ed.2d 661 (1989).

> FN4. The city doesn't dispute that the sidewalks of Waikiki are a public forum, nor could it. *See, e.g., United States v. Grace,* 461 U.S. 171, 177, 103 S.Ct. 1702, 1706, 75 L.Ed.2d 736 (1983).

[3][4] **1.** A speech restriction is content-neutral if it is "justified without reference to the content of the regulated speech." *Clark v. Community for Creative Non-Violence,* 468 U.S. 288, 293, 104 S.Ct. 3065, 3068, 82 L.Ed.2d 221 (1984). "A regulation that serves purposes unrelated to the content of expression is deemed neutral, even if it has an incidental effect on some speakers or messages but not others." *Ward,* 491 U.S. at 791, 109 S.Ct. at 2753. The test is whether the government has adopted the restriction "because of disagreement with the message it conveys." *Id.*

[5] The district court found that the ordinance furthers three legitimate governmental interests: (1) "maintaining the aesthetic attractiveness of Waikiki," (2) "promoting public safety and the orderly movement of pedestrians," and (3) "protecting the local merchant economy." E.R. at 31. None of these interests concerns the content of speech, and there's no evidence that "the ordinance was designed to suppress certain ideas that the City finds distasteful or that it has been applied to [the plaintiffs] because of the views that they express." *Members of the City Council of Los Angeles v. Taxpayers for Vincent,* 466 U.S. 789, 804, 104 S.Ct. 2118, 2128, 80 L.Ed.2d 772 (1984). The ordinance imposes a flat ban, one that is applied without regard to content. Accordingly, it is content-neutral. [FN5]

> FN5. Plaintiffs argue that the ordinance provides several exemptions that have the effect of discriminating on the basis of content. Its provisions do not apply to the "sale ... of newspapers of general circulation and to duly authorized concessions in public places." Honolulu, Haw., Rev.Ordinances § 29-6.2(b). The provision also exempts buttons and souvenir items sold in conjunction with a parade. *Id.* § 29-6.2(c). Because these exemptions don't enable the city to discriminate against ideas it disfavors, they don't render the ordinance content-based. *See Leathers v. Medlock,* 499 U.S. 439, 450, 111 S.Ct. 1438, 1445, 113 L.Ed.2d 494 (1991).

***1013** [6] **2.** Cities have a substantial interest in protecting the aesthetic appearance of their communities by "avoiding visual clutter." *Id.* at 806-07, 104 S.Ct. at 2129-30. As the district court found, Honolulu's interest in eliminating the visual blight caused by unsightly vendor stands easily qualifies under this standard. Likewise, cities have a substantial interest in assuring safe and convenient circulation on their streets. *See Cox v. Louisiana,* 379 U.S. 536, 554-55, 85 S.Ct. 453, 464, 13 L.Ed.2d 471 (1965). The district court found that Waikiki is the center of the state's tourism industry, receives as many as 60,000 visitors a day, and consequently has "a large concentration of vehicles and pedestrians which causes unique traffic problems." E.R. at 11. Judged in light of "the characteristic nature and function of the particular forum involved," *Heffron v. International Soc'y for Krishna Consciousness, Inc.,* 452 U.S. 640, 651, 101 S.Ct. 2559, 2565, 69 L.Ed.2d 298 (1981), the city's interest in maintaining the orderly movement of pedestrians on Waikiki's crowded sidewalks is also substantial. *See* Appendix.

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[7] Finally, Honolulu has demonstrated a substantial interest in protecting local merchants from unfair competition. *See Turner Broadcasting Sys., Inc. v. F.C.C.*, 512 U.S. 622, ---- - ----, 114 S.Ct. 2445, 2469-70, 129 L.Ed.2d 497 (1994). One legitimate preoccupation of local government is to attract and preserve business. Cities rely on a prosperous, stable merchant community for their tax base, as well as for the comfort and welfare of their citizens. Here, the district court found that "the tax-free and rent-free activities of the plaintiffs ... have had a significant affect [sic] on the economy of the abutting shop owners on Kalakaua and Kuhio Avenues whose taxes and rent contribute to the welfare and economy of this state." E.R. at 35. This kind of unfair competition threatens to erode tax revenues and undermine the strength of its commercial life.[FN6] As amici remind us, plaintiffs can offer "remarkably low prices" in part because they pay no rent and aren't subject to various municipal regulations. Given the district court's findings, we must take seriously the concern that "[n]o ordinary merchant, forced to pay rent in Waikiki and comply with other applicable laws, possibly could compete with those prices for any significant period of time." Br. Amici Curiae at 20.

> FN6. Plaintiffs contend that the city failed to offer any concrete evidence demonstrating that their T-shirt sales actually harmed local merchants. But "the validity of [a time, place or manner] regulation depends on the relation it bears to the overall problem the government seeks to correct, not on the extent to which it furthers the government's interests in an individual case." *Ward*, 491 U.S. at 801, 109 S.Ct. at 2759.

Given the evidence before it and the deference due the city council's determinations of necessity, *see Turner Broadcasting*, 512 U.S. at ---- - ----, 114 S.Ct. at 2470-71 (plurality opinion),[FN7] the district court didn't err in concluding that the city had actual, significant interests. *See id.* at ----, 114 S.Ct. at 2470 (plurality opinion) (requiring finding that "recited harms are real, not merely conjectural" to establish significant government interest); *cf. id.* at ---- - ----, 114 S.Ct. at 2472-73 (Blackmun, J., concurring). *Id.* at ---- - ----, 114 S.Ct. at 2473-75 (Stevens, J., concurring).[FN8]

> FN7. Although this portion of Justice Kennedy's opinion had only four votes, under *Marks v. United States*, 430 U.S. 188, 193, 97 S.Ct. 990, 993, 51 L.Ed.2d 260 (1977), it's the holding of the case, since it was the "position taken by those members who concurred in the judgment[ ] on the narrowest grounds." *See Turner Broadcasting*, 512 U.S. at ---- - ----, 114 S.Ct. at 2473-75 (Stevens, J., concurring) (advocating greater deference).
>
> FN8. The district court didn't clearly err in finding that the city showed insufficient evidence that sidewalk vending was actually "causing a proliferation of fraud and duress among tourists and residents." E.R. at 31. In any case, an ordinance that bans all sidewalk vending isn't narrowly tailored to eliminate fraud. *Cf. Martin v. City of Struthers*, 319 U.S. 141, 144-49, 63 S.Ct. 862, 863-66, 87 L.Ed. 1313 (1943) (ban on door-to-door handbilling not narrowly tailored to prevent crime and fraud).

[8] Honolulu's peddling ordinance is narrowly tailored to serve these interests because they "would be achieved less effectively absent the regulation." ***1014** *Ward*, 491 U.S. at 799, 109 S.Ct. at 2758 (internal quotation marks omitted). Without the ordinance, sidewalk vendors (commercial and charitable alike) would be free to peddle their wares on Kalakaua and Kuhio Avenues, undermining the city's efforts to provide a pleasant strolling and shopping area. *See* Appendix. A proliferation of sidewalk vendors could also aggravate the congestion on already crowded sidewalks and siphon off sales from local merchants. Because the peddling ordinance addresses these problems "without ... significantly restricting a substantial quantity of

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speech that does not create the same evils," *Ward,* 491 U.S. at 799 n. 7, 109 S.Ct. at 2758 n. 7, section 29-6.2(b)(7) is narrowly tailored.[FN9]

> FN9. The ordinance doesn't stop anyone from handing out T-shirts free of charge. This, plaintiffs argue, makes the ordinance invalid because handing out T-shirts causes the same harm to the city's interests as selling them. The city, however, was entitled to conclude that fewer sidewalk vendors would come to hand out merchandise for free. The ordinance is therefore a "valuable, but perhaps imperfect" means of addressing the targeted problem. *Clark,* 468 U.S. at 297, 104 S.Ct. at 3071; *cf. Vincent,* 466 U.S. at 811, 104 S.Ct. at 2132 ("Even if some visual blight remains, a partial, content-neutral ban may nevertheless enhance the City's appearance.").

Plaintiffs suggest less restrictive alternatives Honolulu could adopt to advance its interests, such as limiting the number of vendors, their hours of operation or the size and location of their stands. A reasonable time, place and manner regulation, however, need not be the "least restrictive or least intrusive" alternative. *Id.* at 798, 109 S.Ct. at 2757. "So long as the means chosen are not substantially broader than necessary to achieve the government's interest, ... the regulation will not be invalid simply because a court concludes that the government's interest could be adequately served by some less-speech-restrictive alternative." *Id.* at 800, 109 S.Ct. at 2758.

Honolulu's peddling ordinance isn't "substantially broader than necessary" to achieve its interests. The ordinance targets precisely the activity-sidewalk vending-causing the problems the city legitimately seeks to ameliorate, and it doesn't sweep in expressive activity that doesn't contribute to those problems. As in *Vincent,* the city "did no more than eliminate the exact source of the evil it sought to remedy." 466 U.S. at 808, 104 S.Ct. at 2130.

[9] **3.** Honolulu's peddling ordinance also leaves open ample alternative channels of communication. The ordinance forecloses one narrow form of expression-sidewalk sales of message-bearing merchandise-and leaves the plaintiffs free to disseminate and seek financial support for their views through "myriad and diverse" alternative channels, such as handing out literature, proselytizing or soliciting donations. *See ACORN v. City of Phoenix,* 798 F.2d 1260, 1271 (9th Cir.1986) (ordinance prohibiting charitable solicitation from people in cars leaves open ample alternative channels of communication). In addition, plaintiffs' volunteers may hand out free T-shirts to passers-by, *see* note 9 *supra,* or mingle with Waikiki's tourist throngs wearing T-shirts (thereby acting as human billboards). Plaintiffs may also sell T-shirts through local retail outlets or by opening their own stores, so long as they comply with the regulations generally applicable to merchants.

Plaintiffs argue we must nevertheless invalidate the peddling ordinance because it prevents them from reaching their intended audience. They rely heavily on *Bay Area Peace Navy v. United States,* 914 F.2d 1224 (9th Cir.1990), where we invalidated the Coast Guard's 75-yard security zone around the Aquatic Park Pier during annual Fleet Week activities on San Francisco Bay. We noted that the security zone effectively prevented the plaintiff from reaching its intended audience (military officers, local government officials and other dignitaries) because its protest messages couldn't reach observers on the pier over 75 yards away. *Id.* at 1229-30. We emphasized that other channels of communication-passing out pamphlets or holding demonstrations on land-were "not viable alternatives because the invited visitors, who are the Peace Navy's intended audience, are not accessible from those positions." *Id.* at 1229 (internal quotation marks omitted).

Bay Area Peace Navy is inapposite. Nothing prevents plaintiffs here from reaching their intended audience-the tourists ***1015** congregating in Waikiki. As noted, they have a number of alternat-

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ive means of disseminating their message, each of which allows them to communicate effectively with people on the sidewalks.

Finally, plaintiffs claim that the Supreme Court's recent decision in *City of Ladue v. Gilleo,* 512 U.S. 43, 114 S.Ct. 2038, 129 L.Ed.2d 36 (1994), casts doubt on the validity of the ordinance. In *Ladue,* the Court struck down a broad ban on the display of signs on private residential property. The opinion rested heavily on the view that the city's ordinance closed off a "unique and important" mode of expression for which there is "no practical substitute." *Id.* at ---- - ----, 114 S.Ct. at 2045-46. The Court explained that "[d]isplaying a sign from one's own residence often carries a message quite distinct from placing the same sign someplace else, or conveying the same text or picture by other means." *Id.* at ----, 114 S.Ct. at 2046.

[10] Plaintiffs argue that selling message-bearing T-shirts is a unique mode of expression akin to displaying a sign in front of one's home. We are not persuaded. While *wearing* a message-bearing T-shirt might be a uniquely valuable mode of communication whose total ban could raise serious constitutional questions, *cf. Cohen v. California,* 403 U.S. 15, 91 S.Ct. 1780, 29 L.Ed.2d 284 (1971), the same can't be said for *selling* such a T-shirt on the sidewalk. A message on one's person or home has a unique effect because it "provide[s] information about the identity of the 'speaker' [which is] an important component of many attempts to persuade." *Ladue,* 512 U.S. at ----, 114 S.Ct. at 2046. While selling T-shirts is a unique form of expression in the sense that serving message-bearing raviolis or preaching on street corners in a Donald Duck voice would be unique, it does nothing to make the message uniquely significant or effective. Various other traditional means of dissemination would get across exactly the same idea. Thus, we do not believe the sale of message-bearing T-shirts is so "uniquely valuable or important [a] mode of communication" as to be without effective substitute. *Vincent,* 466 U.S. at 812, 104 S.Ct. at 2132.

III

[11] Although the district court refused to enjoin enforcement of the ordinance on Kalakaua and Kuhio Avenues, it granted a preliminary injunction for the rest of Waikiki, finding that the city had proved its interest only as to these two streets. E.R. at 31-35. Neither party asked for this Solomonic solution and, on appeal, both correctly argue that the district court erred in differentiating between Waikiki's main and side streets. Cities need not prove up their interests on a block-by-block basis, particularly where the interests asserted are as basic and traditional as Honolulu's. *See, e.g., Metromedia, Inc. v. City of San Diego,* 453 U.S. 490, 507-08, 101 S.Ct. 2882, 2892, 69 L.Ed.2d 800 (1981). The evidence before the district court focused on Kalakaua Avenue because that's where most of the sidewalk vendors were operating. *See* Deposition of James McDonough at 37-38; Deposition of Anton Voight at 61-62. There was ample evidence, though, that the city's interests in open and attractive sidewalks and fair competition extended throughout Waikiki. *See, e.g.,* E.R. at 11-12 (district court's findings indicating Waikiki's history of special treatment in city ordinances); Defendant's Ex. 8 at 43-55 (1992 Waikiki Master Plan indicating plans to improve and beautify streets throughout Waikiki); R.T. at 168-69 (testimony that landowners wouldn't make crucial concessions to allow further implementation of Master Plan if widened and beautified sidewalks would be inhabited by sidewalk vendors). Indeed, these types of interests can be presumed to operate throughout a city, absent a strong showing to the contrary.

The district court also found that a ban throughout Waikiki didn't leave ample alternative channels for plaintiffs to communicate their messages. Citing *Clark* and *Gaudiya,* it reasoned that a "total ban on selling expressive T-shirts in a heavily trafficked section of town" was impermissible. E.R. at 32-33. Neither we nor the Supreme Court have said any such thing. Rather, we have held broad and narrow bans in even the most desirable locations to the

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same standard. The broader the ban, of course, the more *1016 difficult it is to prove that the remaining means of communication are adequate. Difficult, however, doesn't mean impossible. As discussed above, this ordinance meets the test.

Accordingly, plaintiffs showed no likelihood of success on the merits and the district court erred in granting their motion for a preliminary injunction, even in part. *See Senate of California v. Mosbacher,* 968 F.2d 974, 977-78 (9th Cir.1992).

* * *

Honolulu's peddling ordinance is content-neutral, narrowly tailored to serve substantial interests throughout Waikiki, and leaves ample alternative channels of communication. We therefore **AFFIRM** the partial denial of plaintiff's motion for a preliminary injunction on its enforcement on Kalakaua and Kuhio Avenues and **VACATE** the preliminary injunction on its enforcement in other areas of Waikiki.

AFFIRMED IN PART; REVERSED IN PART.

APPENDIX

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***1017**

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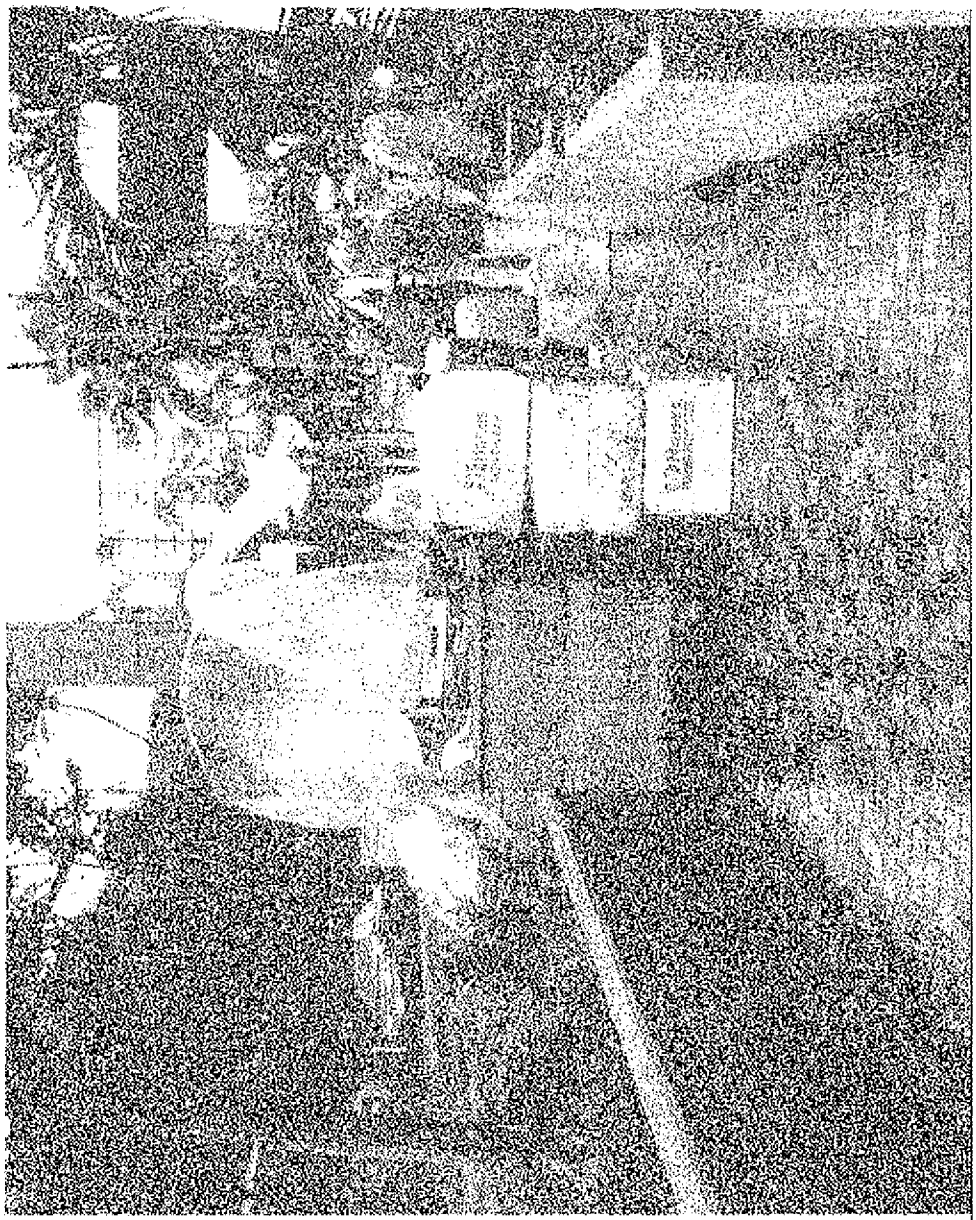

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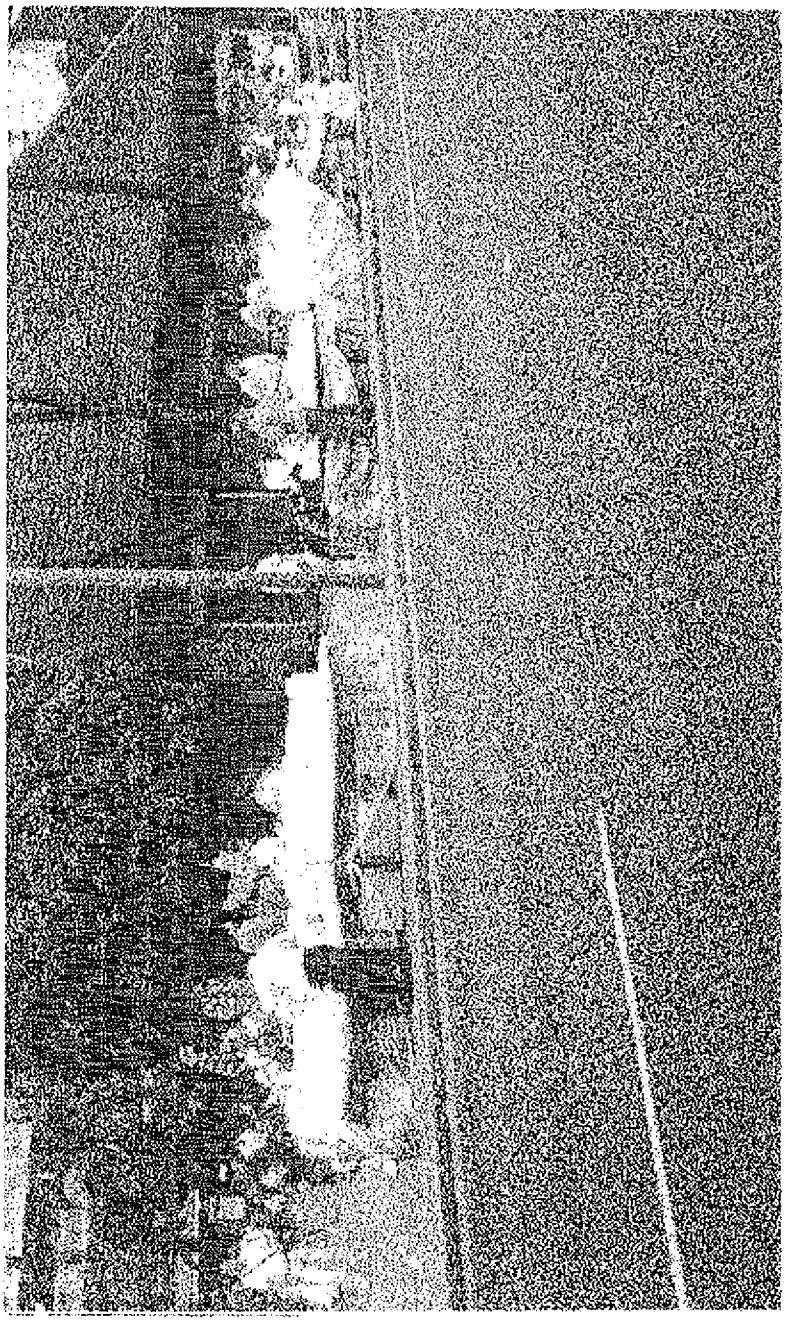

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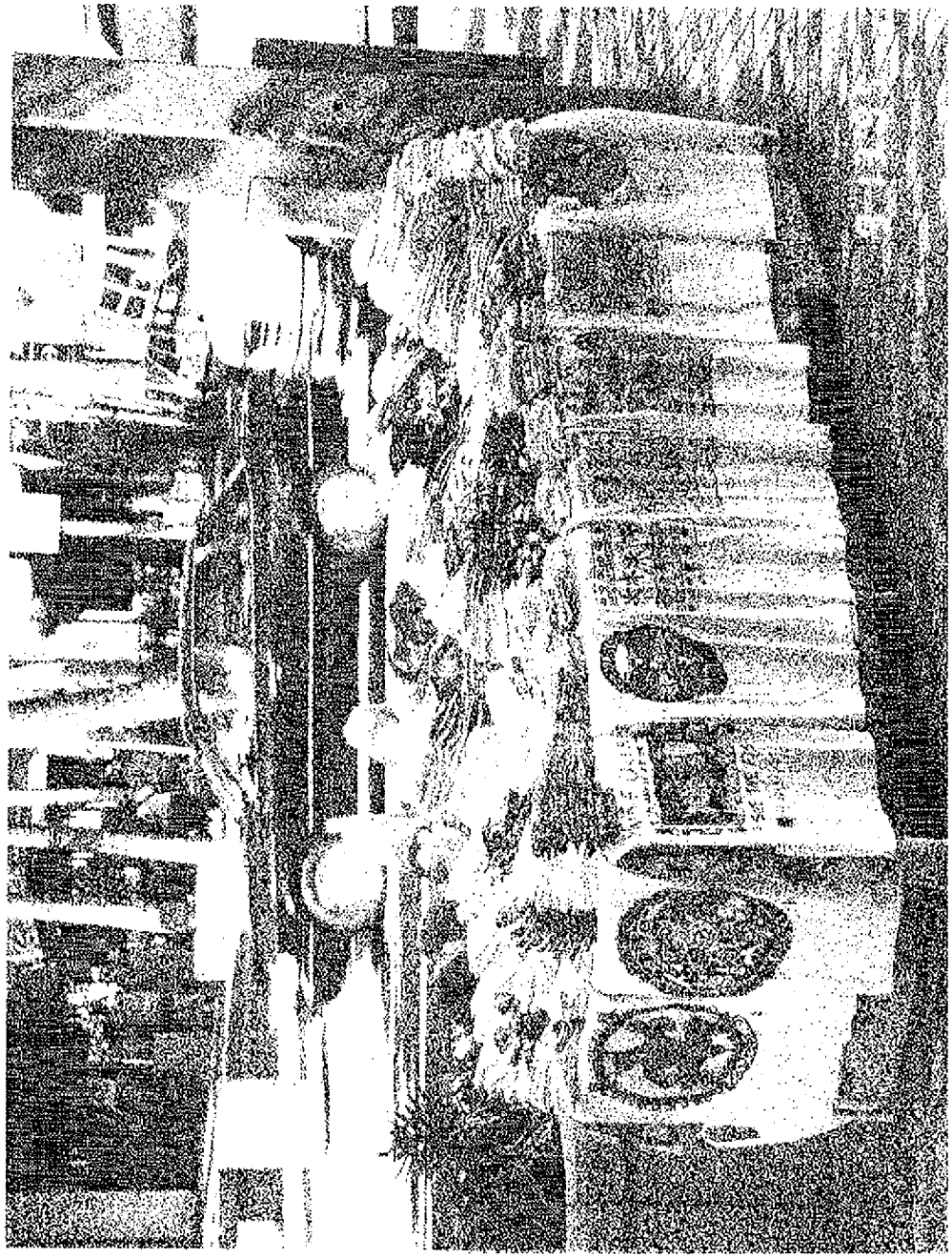

PREGERSON, Circuit Judge, dissenting:

Because I believe the First Amendment protects the right to speak freely in a public ***1020** forum, I dissent. Two aspects of the majority opinion are troublesome. First, the majority opinion diminishes the free speech right at stake here by narrowing the scope of our decision in *Gaudiya Vaishnava Society v. City of San Francisco,* 952 F.2d 1059 (9th Cir.1990), *cert. denied,* 504 U.S. 914, 112 S.Ct. 1951, 118 L.Ed.2d 555 (1992). Second, the majority's time, place, and manner analysis rubber-stamps Honolulu's ordinance restricting speech even though (a) the ordinance is not narrowly tailored to achieve Honolulu's civic goals, and (b) no equally effective alternative forum for the restricted speech exists. I address each concern in

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turn.

I

The majority recognizes that the plaintiffs' T-shirt sales fall within the protective ambit of the First Amendment. Nevertheless, the majority's analysis gives short shrift to our important discussion in *Gaudiya* concerning the substance of the right to speak in a public forum, which includes the right to sell message-bearing T-shirts.

In *Gaudiya,* we held that merchandise with messages affixed to the product, "when sold in conjunction with other activities in order to disseminate [an] organizations' message ... is fully protected speech." 952 F.2d at 1064-65. There, various nonprofit organizations challenged a San Francisco ordinance that prohibited selling, without a permit, T-shirts and other message-bearing merchandise at Fisherman's Wharf and Union Square. *Id.* at 1060-61. The messages conveyed-verbally or symbolically-the nonprofits' philosophies. *Id.* at 1060. The sale of message-bearing merchandise at high foot-traffic locations helped the nonprofits solicit donations, distribute literature, and educate the public about their causes. *Id.*

As in *Gaudiya,* the T-shirts at issue here bear messages that convey the religious and political philosophies of the plaintiff organizations. Some of the T-shirts read: "Meditate," "Clean and Safe Oceans for All," and "Protect and Preserve the Truth, the Beauty & Harmony of our Native Cultures." Just because the messages are printed along with pictures of flowers or fish does not diminish the religious or political quality of the speech. The messages on the merchandise in *Gaudiya* were also intermingled with aesthetic design, but we nevertheless found that the sale of the merchandise was "inextricably intertwined" with fully protected speech. *Gaudiya,* 952 F.2d at 1064 n. 5.

Also, as was true of the San Francisco nonprofits, the plaintiffs here distribute information about their philosophies in conjunction with selling message-bearing T-shirts. The ultimate purpose of these T-shirt transactions is the dissemination of passionately-held viewpoints. The people manning the T-shirt stands discuss their religious beliefs and philosophies with anyone who stops by.[FN1]

> FN1. The plainclothes officer who investigated the T-shirt stands testified that he had a "good" conversation with an "active" member of the Bhaktivedanta Mission, who shared his religious beliefs with the officer and read aloud parts of a handout on these beliefs. The officer also testified that three organizations, including One World One Family Now, distributed literature to him.

Contrary to the majority's view, *Gaudiya* controls the disposition of the case at hand. It is true that *Gaudiya* struck down San Francisco's permit requirement because of its lack of "rules that give guidance to the chief of police." *Gaudiya,* 952 F.2d at 1065. But we didn't strike down the permit requirement merely because it was police-administered. We were concerned with San Francisco's unbridled restriction of free speech in the absence of a rational set of operating procedures; and, we looked to whether the city had given its chief of police guiding rules for restricting speech. *Id.* at 1065-66.

Applying *Gaudiya* to this case is not difficult. Under *Gaudiya,* Honolulu could have easily avoided running afoul of the First Amendment by instituting guiding rules under which nonprofits could sell their message-bearing T-shirts. But Honolulu imposed a blanket ban on such sales. This ban amounts to an unlimited governmental restriction of speech in a public forum-in substance, the same kind of governmental action condemned in *Gaudiya.* As in *Gaudiya,* there is no need here for Honolulu's unbridled ban on First Amendment activities. *See* ***1021** *Gaudiya,* 952 F.2d at 1065. Yet the majority minimizes any substantive similarity between Honolulu's blanket ban and San Fran-

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cisco's unchecked permit scheme.

The majority opinion does not explain adequately its departure from *Gaudiya.* On the one hand, the majority acknowledges that plaintiff organizations have a "fully protected" speech right. But on the other hand, the majority fails to recognize Honolulu's duty to respect and preserve that right for it to be effective. In so doing, the majority's position only gives lip service not only to *Gaudiya,* but also to the Supreme Court's strong admonitions that message-bearing merchandise, when sold in conjunction with other First Amendment activities, is *fully protected* speech. *See Heffron v. International Soc'y for Krishna Consciousness,* 452 U.S. 640, 647, 101 S.Ct. 2559, 2563, 69 L.Ed.2d 298 (1981). *See also Pittsburgh Press Co. v. Pittsburgh Comm'n on Human Relations,* 413 U.S. 376, 385, 93 S.Ct. 2553, 2558, 37 L.Ed.2d 669 (1973) (stating that newspaper's profit motive should not be the basis for regulation of First Amendment rights); *Village of Schaumburg v. Citizens for a Better Env't,* 444 U.S. 620, 632, 100 S.Ct. 826, 833, 63 L.Ed.2d 73 (1980) (holding that charitable appeals for funds in conjunction with other First Amendment activities are protected).

Underlying the majority opinion may be the notion that the nonprofits are using the First Amendment to protect a niche in the Waikiki T-shirt market. If this is so, then the matter should be remanded for further findings of fact. Without a more complete record, an unsupported suspicion that the T-shirt stands are a sham should not be the basis for circumventing the First Amendment.

II

The majority opinion's time, place, and manner discussion is thin. The majority summarily concludes that Honolulu's ordinance is content-neutral, is narrowly tailored to serve a significant governmental interest, and leaves ample alternative channels of communication. *Ward v. Rock Against Racism,* 491 U.S. 781, 791, 109 S.Ct. 2746, 2753, 105 L.Ed.2d 661 (1989). The last two conclusions are questionable.

A

To satisfy the narrowly tailored requirement, a regulation need not be the "least restrictive" means of serving the relevant government interest, but "if there are numerous and obvious less-burdensome alternatives to the restriction on ... speech, that is certainly a relevant consideration in determining whether the 'fit' between ends and means is reasonable." *City of Cincinnati v. Discovery Network, Inc.,* 507 U.S. 410, 413 n. 13, 113 S.Ct. 1505, 1510 n. 13, 123 L.Ed.2d 99 (1993). Indeed, as we concluded in *Project 80's, Inc. v. City of Pocatello,* 942 F.2d 635, 638 (9th Cir.1991), "restrictions which disregard far less restrictive and more precise means are not narrowly tailored."

Honolulu claims that it enacted the peddling ordinance to maintain the aesthetic attractiveness of Waikiki, promote public safety and orderly movement of pedestrians, protect the local merchant economy, and prevent the nonprofit vendors from pressuring or defrauding potential buyers. These are laudable civic goals. But obvious, less restrictive means for achieving these same aims are readily available, and the majority simply chooses to ignore them.

To control congestion and visual blight, Honolulu can easily prohibit the nonprofits from setting up their stands in the most congested areas, such as areas near street intersections. Honolulu can also limit the size or number of stands that nonprofits may operate on each block, or restrict sales during certain times of the day, such as during the morning and afternoon rush hours. To protect the local merchant economy, Honolulu can require the nonprofits to display prominent signs on each stand, which is what some nonprofits already do.[FN2] Signs would clearly identify each organization as a nonprofit. This would make it obvious to tourists and other passersby that they are not dealing with

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the traditional souvenir shop. *1022 Finally, to prevent fraud and duress, Honolulu can employ traditional legal methods, such as prosecuting those who actually commit such crimes. *See Martin v. Struthers,* 319 U.S. 141, 148, 63 S.Ct. 862, 865, 87 L.Ed. 1313 (1943) (invalidating ordinance which prohibited the distribution of handbills to residences because city can punish those who harass or defraud occupants); *cf. Schneider v. State,* 308 U.S. 147, 162, 60 S.Ct. 146, 151, 84 L.Ed. 155 (1939) (invalidating ordinance which prohibited passing out leaflets on city streets because obvious alternative methods such as punishing those who litter would effectively solve the littering problem).

> FN2. For example, One World One Family Now's T-shirt stands display a sign that reads "One World Family."

In sum, a cursory glance at the available options reveals numerous less-restrictive alternatives to an outright ban on the sale of message-bearing T-shirts by nonprofits on Waikiki. Because Honolulu disregards obvious, far less restrictive, and more precise methods of achieving the same ends, Honolulu's ordinance is not narrowly tailored. *See Discovery Network,* 507 U.S. at 417 n. 13, 113 S.Ct. at 1510 n. 13; *Project 80's,* 942 F.2d at 638.

B

The majority also claims that plaintiff organizations remain free to spread their message through other media or in other places. Yet such alternative modes of communication may nevertheless be constitutionally inadequate if the speaker's "ability to communicate effectively is threatened." *Bay Area Peace Navy,* 914 F.2d at 1229 (citations omitted). The Supreme Court has given us guidance on this point in *City of Ladue v. Gilleo,* 512 U.S. 43, 114 S.Ct. 2038, 129 L.Ed.2d 36 (1994).

In *Ladue,* private property owners challenged an ordinance that prohibited display of any signs on their property other than "For Sale" or "For Rent." The Court struck down the ordinance because the City of Ladue foreclosed a "unique" and "important" medium of expression-the display of a sign on one's property to express a point of view. *Id.* at ----, 114 S.Ct. at 2045. The Court rejected the city's argument that the regulation left open ample alternative channels of communication because it found that hand-held signs and other media were not an adequate substitute for posted signs:

> Residential signs are an unusually cheap and convenient form of communication. Especially for persons of modest means or limited mobility, a yard or window sign may have no practical substitute.

Id. at ----, 114 S.Ct. at 2046.

Similarly, the T-shirt sales in this case constitute an effective and inexpensive medium of expression. When combined with oral proselytizing and literature distribution, selling message-bearing T-shirts is a particularly effective form of charitable solicitation. Indeed, a listener is more likely to expend funds to support a particular cause if he receives, in return, a T-shirt that communicates a message to him and that allows him to express *his* support for the cause by wearing it.

For the plaintiff organizations, Waikiki is a location uniquely suited to their mission. Waikiki is the social and economic center of not just the City of Honolulu, but also of the State of Hawaii. The nonprofits offered evidence that they selected Waikiki to sell their T-shirts because the area would allow them to share their philosophies with a large number of people who visit Hawaii from all over the world. Depriving plaintiffs of access to Waikiki separates them from a large and diverse audience.

The majority assumes the existence of other forums for plaintiffs' First Amendment activities. But we have held that an alternative is not adequate if the speaker is not permitted to reach the "intended audience." *Bay Area Peace Navy,* 914 F.2d at 1229. In *Bay Area Peace Navy,* we invalidated a Coast

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Guard regulation that prohibited protesters from demonstrating within a 75-yard radius of the pier during the annual "Fleet Week" celebration. We found that the 75-yard zone completely insulated the audience from the anti-war and anti-militarization views of the demonstrators. 914 F.2d at 1230. *See also Ladue,* 512 U.S. at ----, 114 S.Ct. at 2046 (alternatives to posting signs on residential property such as posting signs on commercial property are inadequate because residents may wish to reach neighbors); ***1023***Students Against Apartheid Coalition v. O'Neil,* 660 F.Supp. 333, 339-40 (W.D.Va.1987) (university regulation prohibiting shanties on lawn of building where Board of Visitors meets, impermissibly insulates the Board, the intended audience, from the protest), *aff'd,* 838 F.2d 735 (4th Cir.1988).

Here, the majority allows the City of Honolulu to exile plaintiff organizations from Waikiki. In so doing, it allows their removal from Waikiki's large and diverse audience and prevents them from spreading their message in an efficient and effective manner. Under *Bay Area Peace Navy,* Honolulu must afford plaintiffs an opportunity to reach their intended audience. This is especially true when, as discussed above in part A, there are reasonable alternative means to achieve legitimate government interests.

Accordingly, I dissent.

C.A.9 (Hawai'i),1996.
One World One Family Now v. City and County of Honolulu
76 F.3d 1009, 64 USLW 2531, 24 Media L. Rep. 1434, 96 Cal. Daily Op. Serv. 981, 96 Daily Journal D.A.R. 1623

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Westlaw

409 F.3d 1113, 05 Cal. Daily Op. Serv. 4630, 2005 Daily Journal D.A.R. 6366
(Cite as: 409 F.3d 1113)

H

United States Court of Appeals,
Ninth Circuit.
Victor MENOTTI; Thomas Sellman; Todd Stedl; Doug Skove, Plaintiffs-Appellants,
v.
CITY OF SEATTLE; Paul Schell, Former Mayor of the City of Seattle; Norman Stamper, Former Chief of Police of the City of Seattle; Sharon Stevens, a Seattle Police Detective; Ronald Smith, a Seattle Police Officer, Defendants-Appellees.
Kenneth Hankin; Jennifer Hudziec; Stephanie Lane; Denise Cooper; Nicole Pearson; on behalf of themselves and all others similarly situated; Plaintiffs-Appellants,
v.
City of Seattle; Paul Schell, Former Mayor of the City of Seattle; Norman Stamper, Former Chief of Police of the City of Seattle, Defendants-Appellees.
Nos. 02-35971, 02-36027.

Argued and Submitted Feb. 6, 2004.
Submission Vacated Feb. 17, 2004.
Resubmitted April 14, 2004.
Filed June 2, 2005.

Background: Arrestees brought class action, challenging constitutionality of city emergency order prohibiting access to portions of downtown during international trade conference, and individual claims for violations of constitutional rights. The United States District Court for the Western District of Washington, Barbara J. Rothstein, J., 2002 WL 32168077, granted summary judgment for city, and appeal was taken.

Holdings: The Court of Appeals, Gould, Circuit Judge, held that:
(1) order was facially valid time, place, and manner restriction;
(2) fact issue existed as to whether officers were acting pursuant to municipal policy when they implemented order in allegedly unconstitutional manner; and
(3) fact issue existed as to whether officer's warrantless seizure of protestor's sign was justified by exigent circumstances.

Affirmed in part, reversed in part, and remanded.

Paez, Circuit Judge, concurred in part, dissented in part, and filed opinion.

West Headnotes

[1] Municipal Corporations 268 ⚿594(2)

268 Municipal Corporations
268X Police Power and Regulations
268X(A) Delegation, Extent, and Exercise of Power
268k594 Ordinances and Regulations in General
268k594(2) k. Form and Sufficiency in General. Most Cited Cases
Municipal ordinance is facially unconstitutional if (1) it is unconstitutional in every conceivable application because it is vague or impermissibly restricts protected activity or (2) it seeks to prohibit such broad range of protected conduct that it is unconstitutionally overbroad.

[2] Constitutional Law 92 ⚿1513

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1511 Content-Neutral Regulations or Restrictions
92k1513 k. Governmental Disagreement with Message Conveyed. Most Cited Cases
(Formerly 92k90(3))
Principal inquiry in determining content neutrality, in speech cases generally and in time, place, or

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manner cases in particular, is whether government has adopted regulation of speech because of disagreement with message it conveys. U.S.C.A. Const.Amend. 1.

[3] Constitutional Law 92 ⚿1730

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1730 k. In General. Most Cited Cases
(Formerly 92k90.1(4))
Fundamental principle behind content analysis of speech restriction is that government may not grant use of forum to people whose views it finds acceptable, but deny use to those wishing to express less favored or more controversial views. U.S.C.A. Const.Amend. 1.

[4] Constitutional Law 92 ⚿1517

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1516 Content-Based Regulations or Restrictions
92k1517 k. In General. Most Cited Cases
(Formerly 92k90(3))
Whether speech restriction is content neutral or content based is something that can be determined on face of it; if restriction describes speech by content then it is content based. U.S.C.A. Const.Amend. 1.

[5] Constitutional Law 92 ⚿1758

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1758 k. Public Squares, Plazas, and Greens. Most Cited Cases
(Formerly 92k90.1(4))

Constitutional Law 92 ⚿1845

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(K) Protests and Demonstrations in General
92XVIII(K)1 In General
92k1845 k. In General. Most Cited Cases
(Formerly 92k90.1(4))

Municipal Corporations 268 ⚿596

268 Municipal Corporations
268X Police Power and Regulations
268X(A) Delegation, Extent, and Exercise of Power
268k596 k. Public Peace and Order. Most Cited Cases
Emergency order prohibiting access to portions of city's downtown area during international trade conference was content neutral, for purpose of determining its facial constitutionality; order, though predominantly affecting anti-conference protestors, prohibited protests, in support of or against, any topic within restricted zone. U.S.C.A. Const.Amend. 1.

[6] Constitutional Law 92 ⚿2487

92 Constitutional Law
92XX Separation of Powers
92XX(C) Judicial Powers and Functions
92XX(C)2 Encroachment on Legislature
92k2485 Inquiry Into Legislative Judgment
92k2487 k. Motive. Most Cited

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(Formerly 92k70.3(2))
Court will not strike down otherwise constitutional statute on basis of alleged illicit legislative motive.

[7] Constitutional Law 92 ⚿1505

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1505 k. Narrow Tailoring. Most Cited Cases
(Formerly 92k90(3))
To be narrowly tailored, speech restriction need not be least restrictive means of furthering government's interests, but restriction may not burden substantially more speech than necessary to further such interests. U.S.C.A. Const.Amend. 1.

[8] Constitutional Law 92 ⚿1725

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)1 In General
92k1725 k. In General. Most Cited Cases
(Formerly 92k90.1(4))

Constitutional Law 92 ⚿1758

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1758 k. Public Squares, Plazas, and Greens. Most Cited Cases
(Formerly 92k90.1(4))

Municipal Corporations 268 ⚿596

268 Municipal Corporations
268X Police Power and Regulations
268X(A) Delegation, Extent, and Exercise of Power
268k596 k. Public Peace and Order. Most Cited Cases
Emergency order prohibiting access to portions of city's downtown area during international trade conference was narrowly tailored to serve significant governmental interest in maintaining public order, for purpose of determining whether it was reasonable time, place, and manner restriction; zone covered only enough territory for delegates to move safely from their hotels to conference site, lasted only during conference, and was justified by difficulty of protecting delegates in environment in which small group of violent protestors were determined to cause chaos and to disrupt conference proceedings amidst tens of thousands of non-violent protestors. U.S.C.A. Const.Amend. 1.

[9] Constitutional Law 92 ⚿1509

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1508 Time, Place, or Manner Restrictions
92k1509 k. In General. Most Cited Cases
(Formerly 92k90(3))
Time, place, and manner restriction does not violate First Amendment simply because there is some imaginable alternative that might be less burdensome on speech. U.S.C.A. Const. Amend. 1.

[10] Constitutional Law 92 ⚿1498

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1498 k. Absolute Nature of Right. Most Cited Cases
(Formerly 92k90(3))

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First Amendment does not guarantee right to communicate one's views at all times and places or in any manner that may be desired. U.S.C.A. Const.Amend. 1.

[11] Constitutional Law 92 ⚿1509

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1508 Time, Place, or Manner Restrictions
92k1509 k. In General. Most Cited Cases
(Formerly 92k90(3))
Alternative mode of communication left available by speech restriction may be constitutionally inadequate if speaker's ability to communicate effectively is threatened. U.S.C.A. Const.Amend. 1.

[12] Constitutional Law 92 ⚿1845

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(K) Protests and Demonstrations in General
92XVIII(K)1 In General
92k1845 k. In General. Most Cited Cases
(Formerly 92k90.1(4))

Municipal Corporations 268 ⚿596

268 Municipal Corporations
268X Police Power and Regulations
268X(A) Delegation, Extent, and Exercise of Power
268k596 k. Public Peace and Order. Most Cited Cases
Emergency order prohibiting access to portions of city's downtown area during international trade conference left ample alternative channels of communication, for purpose of determining whether it was reasonable time, place, and manner restriction; protestors were able to demonstrate and express their views immediately outside restricted zone, including positions directly across street from relevant sites. U.S.C.A. Const.Amend. 1.

[13] Constitutional Law 92 ⚿1490

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1490 k. In General. Most Cited Cases
(Formerly 92k90(1))
First Amendment does not require that individuals retain most effective means of communication, but only that individuals retain ability to communicate effectively. U.S.C.A. Const.Amend. 1.

[14] Constitutional Law 92 ⚿1510

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1508 Time, Place, or Manner Restrictions
92k1510 k. Reasonableness. Most Cited Cases
(Formerly 92k90(3))
To comply with First Amendment, even a reasonable time, place, and manner restriction on speech must contain adequate standards to guide official's decision and render it subject to effective judicial review. U.S.C.A. Const.Amend. 1.

[15] Constitutional Law 92 ⚿1758

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and

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Events
92k1758 k. Public Squares, Plazas, and Greens. Most Cited Cases
(Formerly 92k90.1(4))

Municipal Corporations 268 ⚿594(2)

268 Municipal Corporations
268X Police Power and Regulations
268X(A) Delegation, Extent, and Exercise of Power
268k594 Ordinances and Regulations in General
268k594(2) k. Form and Sufficiency in General. Most Cited Cases
Emergency order prohibiting access to portions of city's downtown area during international trade conference was not facially overbroad restriction on speech, even though it gave officers discretion to permit persons with reasonable purpose to enter zone. U.S.C.A. Const.Amend. 1.

|16| Civil Rights 78 ⚿1351(1)

78 Civil Rights
78III Federal Remedies in General
78k1342 Liability of Municipalities and Other Governmental Bodies
78k1351 Governmental Ordinance, Policy, Practice, or Custom
78k1351(1) k. In General. Most Cited Cases
Section 1983 liability may attach to municipality only where municipality itself causes constitutional violation through execution of government's policy or custom, whether made by its lawmakers or by those whose edicts or acts may fairly be said to represent official policy. 42 U.S.C.A. § 1983.

|17| Civil Rights 78 ⚿1351(1)

78 Civil Rights
78III Federal Remedies in General
78k1342 Liability of Municipalities and Other Governmental Bodies
78k1351 Governmental Ordinance, Policy, Practice, or Custom
78k1351(1) k. In General. Most Cited Cases
Existence of municipal policy or custom may be established, for purpose of imposing § 1983 liability on city, by showing: (1) longstanding practice or custom which constitutes standard operating procedure; (2) that decision-making official was, as matter of state law, final policymaking authority whose edicts or acts may fairly be said to represent official policy in area of decision; or (3) that official with final policymaking authority either delegated that authority to, or ratified decision of, subordinate. 42 U.S.C.A. § 1983.

|18| Federal Civil Procedure 170A ⚿2491.5

170A Federal Civil Procedure
170AXVII Judgment
170AXVII(C) Summary Judgment
170AXVII(C)2 Particular Cases
170Ak2491.5 k. Civil Rights Cases in General. Most Cited Cases
Issue of material fact as to whether police officers were acting pursuant to municipal policy when they allegedly implemented emergency order, prohibiting access to portions of city's downtown area during international trade conference, in manner that excluded only conference protestors precluded summary judgment on question of city's § 1983 liability. 42 U.S.C.A. § 1983.

|19| Civil Rights 78 ⚿1355

78 Civil Rights
78III Federal Remedies in General
78k1353 Liability of Public Officials
78k1355 k. Vicarious Liability and Respondeat Superior in General; Supervisory Liability in General. Most Cited Cases
Section 1983 liability is imposed against supervisory official in his individual capacity for his own culpable action or inaction in training, supervision, or control of his subordinates, for his acquiescence in constitutional deprivations of which complaint is made, or for conduct that showed reckless or cal-

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lous indifference to rights of others. 42 U.S.C.A. § 1983.

[20] Civil Rights 78 ⚖1358

78 Civil Rights
78III Federal Remedies in General
78k1353 Liability of Public Officials
78k1358 k. Criminal Law Enforcement; Prisons. Most Cited Cases
Mayor and police chief, responsible for facially constitutional emergency order, prohibiting access to portions of city's downtown area during international trade conference, could not be held personally liable under § 1983 for allegedly unconstitutional applications of order, absent evidence that they personally took part in alleged constitutional violations or caused constitutional violations through their individual actions. 42 U.S.C.A. § 1983.

[21] Arrest 35 ⚖63.4(2)

35 Arrest
35II On Criminal Charges
35k63 Officers and Assistants, Arrest Without Warrant
35k63.4 Probable or Reasonable Cause
35k63.4(2) k. What Constitutes Such Cause in General. Most Cited Cases
Test for probable cause to arrest is whether facts and circumstances within officer's knowledge are sufficient to warrant prudent person, or one of reasonable caution, to believe, in circumstances shown, that suspect has committed, is committing or is about to commit offense. U.S.C.A. Const.Amend. 4 .

[22] Federal Civil Procedure 170A ⚖2491.5

170A Federal Civil Procedure
170AXVII Judgment
170AXVII(C) Summary Judgment
170AXVII(C)2 Particular Cases
170Ak2491.5 k. Civil Rights Cases in General. Most Cited Cases
Issue of material fact as to arrestee's behavior at time he was arrested for pedestrian interference and obstructing officer precluded summary judgment on his claim that police lacked probable cause to make arrest. U.S.C.A. Const.Amend. 4.

[23] Civil Rights 78 ⚖1351(4)

78 Civil Rights
78III Federal Remedies in General
78k1342 Liability of Municipalities and Other Governmental Bodies
78k1351 Governmental Ordinance, Policy, Practice, or Custom
78k1351(4) k. Criminal Law Enforcement; Prisons. Most Cited Cases
City could not be held liable, under § 1983, for unidentified police officer's allegedly unlawful search of protestor's bag and seizure of protestor's fliers, absent evidence of city policy or custom of committing such unlawful searches and seizures. 42 U.S.C.A. § 1983.

[24] Federal Courts 170B ⚖776

170B Federal Courts
170BVIII Courts of Appeals
170BVIII(K) Scope, Standards, and Extent
170BVIII(K)1 In General
170Bk776 k. Trial De Novo. Most Cited Cases
District court's grant of qualified immunity from § 1983 liability is reviewed de novo. 42 U.S.C.A. § 1983.

[25] Arrest 35 ⚖71.1(8)

35 Arrest
35II On Criminal Charges
35k71.1 Search
35k71.1(8) k. Search Not Incident to Arrest; Time and Distance Factors. Most Cited Cases
Officer's warrantless seizure of protestor's sign could not be justified as incident to arrest, even if officer had probable cause to make arrest, where no arrest was made. U.S.C.A. Const.Amend. 4.

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[26] Federal Civil Procedure 170A ⚿2491.5

170A Federal Civil Procedure
170AXVII Judgment
170AXVII(C) Summary Judgment
170AXVII(C)2 Particular Cases
170Ak2491.5 k. Civil Rights Cases in General. Most Cited Cases
Issue of material fact as to whether exigent circumstances justified officer's warrantless seizure of protestor's sign precluded summary judgment on protestor's Fourth Amendment claim. U.S.C.A. Const.Amend. 4.

[27] Arrest 35 ⚿63.4(1)

35 Arrest
35II On Criminal Charges
35k63 Officers and Assistants, Arrest Without Warrant
35k63.4 Probable or Reasonable Cause
35k63.4(1) k. Grounds for Warrantless Arrest in General. Most Cited Cases
There is no general exception to Fourth Amendment's warrant requirement for conduct that, absent special needs consistent with Supreme Court's precedents, is asserted to be "reasonable." U.S.C.A. Const.Amend. 4.

[28] Civil Rights 78 ⚿1376(6)

78 Civil Rights
78III Federal Remedies in General
78k1372 Privilege or Immunity; Good Faith and Probable Cause
78k1376 Government Agencies and Officers
78k1376(6) k. Sheriffs, Police, and Other Peace Officers. Most Cited Cases
Reasonable police officer would have understood that his warrantless seizure of protestor's sign without arrest and without exigency offended guarantees of Fourth Amendment, for purpose of determining officer's entitlement to qualified immunity from § 1983 liability. 42 U.S.C.A. § 1983.

[29] Constitutional Law 92 ⚿1845

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(K) Protests and Demonstrations in General
92XVIII(K)1 In General
92k1845 k. In General. Most Cited Cases
(Formerly 92k90.1(4))

Municipal Corporations 268 ⚿189(1)

268 Municipal Corporations
268V Officers, Agents, and Employees
268V(B) Municipal Departments and Officers Thereof
268k179 Police
268k189 Rights, Duties, and Liabilities of Policemen
268k189(1) k. In General. Most Cited Cases
Police officer who seized protestor's sign did not violate protestor's First Amendment rights; only evidence was that sign was seized due to protestor's violation of emergency order, prohibiting protests in portions of city's downtown area during international trade conference, and not out of any opposition to protestor's political beliefs or desire to chill protestor's speech. U.S.C.A. Const.Amend. 1.

***1117** James E. Lobsenz, Carney Badley Spellman, P.S., and Aaron H. Caplan, American Civil Liberties Union of Washington, Seattle, WA, for appellants Victor Menotti, Thomas Sellman, Todd Stedl, and Doug Skove.

Steve W. Berman, Hagens Berman LLP, Seattle, WA, Arthur H. Bryant, Trial Lawyers for Public Justice, Oakland, CA, and Michael E. Withey, Stritmatter Kessler Whelan Withey Coluccio, Seattle, WA, for appellants Kenneth Hankin, Jennifer Hudziec, Stephanie Lane, Denise Cooper, and Nicole Pearson.

Ted Buck, Stafford Frey Cooper, P.C., Seattle, WA,

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for the appellees.

Appeal from the United States District Court for the Western District of Washington; Barbara J. Rothstein, District Judge, Presiding. D.C. Nos. CV-00-00372-BJR, CV-00-01672-BJR.

Before RONALD M. GOULD, RICHARD A. PAEZ, Circuit Judges, and ROSLYN O. SILVER, [FN*] District Judge.

FN* The Honorable Roslyn O. Silver, United States District Judge for the District of Arizona, sitting by designation.

Opinio by Judge GOULD; Partial Concurrence and Partial Dissent by Judge PAEZ.

OPINION

GOULD, Circuit Judge:

In this case we search for the proper balance between, on the one hand, the vibrant rights of free speech and assembly in an open society and, on the other hand, the needs of a city to maintain order and security. We consider the constitutionality of an emergency order prohibiting access to portions of downtown Seattle, Washington, during the 1999 World Trade Organization (WTO) conference. Appellants filed lawsuits in the United States District Court for the Western District of Washington seeking damages for the constitutional*1118 rights that were alleged to be violated by the emergency order. Four of the Appellants also filed individual claims in which they alleged that their constitutional rights were infringed by Seattle police officers in the course of the conference. We determine that the emergency order was a constitutional time, place, and manner restriction on speech on its face, and we affirm the judgment of the district court on that issue. But we also determine that there are genuine issues of material fact whether the emergency order was constitutional as applied to certain Appellants, and we reverse and remand for trial on that issue. As for the Appellants' individual claims, we affirm in part, reverse in part, and remand.

I

On October 2, 2000, Plaintiffs-Appellants Kenneth Hankin, Jennifer Hudziec, Stephanie Lane, Denise Cooper, and Nicole Pearson (the Hankin plaintiffs) [FN1] filed suit against the City of Seattle, then-Seattle Mayor Paul Schell, and then-Seattle Police Chief Norman Stamper in the United States District Court for the Western District of Washington, on behalf of a class defined as:

> All persons who were arrested by the City of Seattle and its police agents or its affiliated police agents on December 1 and 2, 1999, pursuant to the defendants' "no protest" policies and directives which were eventually embodied by the City of Seattle's Local Proclamation of Civil Emergency Order Number 3 (and subsequent revisions) and who were subsequently not convicted of any crime. Included in this class are all persons arrested pursuant to such policies both inside and outside the zone established by Order Number 3.

The Hankin plaintiffs sought damages, alleging that defendants violated their rights under the United States Constitution. The Hankin plaintiffs also requested declaratory relief stating that the emergency order violated the United States Constitution.

FN1. Robert Hickey, Carroll Jackson, and Emily Maloney were also named plaintiffs in the lawsuit, but they are not parties to this appeal.

On March 7, 2000, Victor Menotti, Thomas Sellman, Todd Stedl and Doug Skove (the Menotti plaintiffs) filed a lawsuit against the City of Seattle, Schell, Stamper, and Officer Michael Jennings and Detective Sharon Stevens of the Seattle Police De-

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partment.[FN2] The Menotti plaintiffs filed an amended complaint on January 9, 2002, adding Seattle Police Department Officer Ronald Smith as a defendant. The Menotti plaintiffs alleged that defendants violated their rights under the First, Fourth, and Fourteenth Amendments to the United States Constitution and sought damages. Menotti and Sellman also alleged that defendants committed false arrest.

> FN2. Andrew Russell, Lauren Holloway, and Ronald Matyjas were also plaintiffs in the lawsuit, but they are not part of this appeal. Officer Jennings is also not part of this appeal.

The district court consolidated the two cases for the purpose of resolving legal issues common to all parties. On October 29, 2001, the district court granted the defendants' motion for partial summary judgment regarding the constitutionality of the emergency order, holding that as applied it was a constitutional time, place, and manner restriction on speech. The district court concluded that the emergency order: (1) was content neutral in that it did not exclude speech based on content or viewpoint, (2) was narrowly tailored because it "covered only enough territory for the WTO delegates and the President [of the United States] to move safely from ***1119** their hotels to the convention [center] and lasted only during the conference," (3) served a significant government interest of maintaining order in an emergency situation, and (4) provided ample alternatives for expression because protestors could demonstrate just outside the boundaries of the restricted zone.

The district court denied the plaintiffs' cross-motion for summary judgment on the constitutionality of the emergency order as applied. The district court also granted the City's motion for summary judgment on the Hankin plaintiffs' claims under 42 U.S.C. § 1983 alleging a failure to train or supervise officers, holding that the Hankin plaintiffs had not presented any evidence supporting this contention.

On January 8, 2002, the district court denied the Hankin plaintiffs' motion for class certification. On August 29, 2002, the district court granted summary judgment to all defendants as to the Hankin plaintiffs' remaining claims, based on the district court's ruling of the constitutionality of the emergency order. The district court entered final judgment as to the Hankin plaintiffs pursuant to Fed.R.Civ.P. 54(b) on November 5, 2002.

As for the lawsuit filed by the Menotti plaintiffs, the district court on November 1, 2001, denied the Menotti plaintiffs' motion for partial summary judgment based on the alleged federal constitutional violations. On January 14, 2002, the district court, based on its ruling that the emergency order was constitutional, granted the defendants' motion for summary judgment as to Sellman's claims. However, the district court denied the defendants' motion for summary judgment as to the claims of Skove and Stedl, finding that genuine issues of material fact existed as to the circumstances of their arrests.

On January 14, 2002, the district court also granted defendants' motion to dismiss the Menotti plaintiffs' claims against Schell and Stamper in their individual capacities, holding that the Menotti plaintiffs had not provided any evidence showing that Schell or Stamper were personally involved in the seizure or arrest of these plaintiffs.

On August 15, 2002, the district court granted Officer Smith's motion for summary judgment based on qualified immunity as to Skove's claims. The district court determined that Smith was entitled to qualified immunity on Skove's Fourth Amendment claim because Smith had acted reasonably, and further that Smith was entitled to qualified immunity on Skove's First Amendment claim because no constitutional violation had occurred. The district court denied Skove's cross-motion for summary judgment on the same claims.

Finally, on October 1, 2002, the district court granted summary judgment to the City on Menotti and

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Stedl's claims under 42 U.S.C. § 1983, holding that there was probable cause to arrest Menotti, and that Menotti and Stedl had submitted no evidence of a municipal policy or custom of illegally seizing or searching handbags. The district court entered final judgment as to the Menotti plaintiffs on October 1, 2002.

The Menotti plaintiffs filed a timely notice of appeal on October 23, 2002. The Hankin plaintiffs filed a timely notice of appeal on November 13, 2002. We have jurisdiction under 28 U.S.C. § 1291, and we affirm in part, reverse in part, and remand.

II

In reviewing de novo the district court's grant of summary judgment, where the facts are disputed we view the evidence in the light most favorable to the non-moving party. *United States v. City of Tacoma,* 332 F.3d 574, 578 (9th Cir.2003). We determine whether there are any genuine issues of material fact and whether the district court correctly applied the relevant ***1120** substantive law. We do not weigh the evidence or determine the truth of disputed material facts, but determine only whether there is a genuine issue for trial. *Balint v. Carson City,* 180 F.3d 1047, 1054 (9th Cir.1999) (en banc).

The WTO is an international group comprised of member nations that discuss trade issues and enter into trade agreements.[FN3] In January 1999, the White House announced that the City of Seattle, Washington (the City) had been selected as the location for the first WTO conference to be held in the United States. The conference was to take place from November 30, 1999 to December 3, 1999. Representatives from the 134 WTO-member nations,[FN4] including the President of the United States, were to convene in Seattle.

> FN3. The WTO was established on January 1, 1995, during the Uruguay Round negotiations held pursuant to the General Agreement on Tariffs and Trade. According to its web site, the WTO "is the only global international organization dealing with the rules of trade between nations. At its heart are the WTO agreements, negotiated and signed by the bulk of the world's trading nations and ratified in their parliaments. The goal is to help producers of goods and services, exporters, and importers conduct their business." What is the WTO?, *at* http://www.wto.org/english/thewto_e/whatis_e/whatis_e.htm (last visited Oct. 7, 2004). The WTO's objectives have generated a vigorous opposition by those who believe that the WTO "favor[s] trade expansion over all else." Lynda Gorov, *The Varied Foes of WTO Unite in Seattle Protests,* Boston Globe, Nov. 30, 1999, at A1.
>
> FN4. As of the filing date of this Opinion, the WTO has 148 member nations.

Those who opposed the WTO's agenda and specific activities convened in Seattle well in advance of the opening of the conference, and protest activity began taking place. Three weeks before the opening of the conference, unknown individuals broke windows at a Gap clothing store in downtown Seattle and threw several "Molotov cocktails" [FN5] into the building, causing substantial damage. The "anarchist" [FN6] symbol was spray-painted onto the walls of the Gap store and on the adjoining sidewalk. Other protestors attempted to gain entry into downtown Seattle offices of timber and forest product companies. Protestors trespassed onto downtown Seattle's Old Navy store, and hung a huge protest banner on the face of the storefront. On November 26, 1999, the day after Thanksgiving, a group of fifty to sixty protestors entered a parade without permission to protest the WTO.

> FN5. A "Molotov cocktail" is an explosive device consisting of "a bottle, gasoline, and a rag." *United States v. Simmons,* 83 F.3d 686, 687 (4th Cir.1996).

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> FN6. "The anarchist movement represents a range of groups, from organized and primarily nonviolent groups like the Industrial Workers of the World to loosely knit and more extremist splinter groups...." Ruth Teichroeb, *Fringe Anarchists in Middle of Violent Demonstrations,* Seattle Post-Intelligencer, Dec. 1, 1999, at A15. The "anarchist" symbol consists of the letter "A" in a circle, and the symbol "is one of the most familiar symbols of anarchism and represents the slogan 'Anarchy Is Order.' " *Id.*

Protest activity began to intensify on November 29, 1999, one day ahead of the WTO conference. While most protestors were peaceful, others were violent. The level of violence cannot be considered de minimis and in some cases posed threats to persons. [FN7] Some protestors vandalized property by spray painting buildings and breaking windows. Others pounded on windows of downtown stores and threw ***1121** rocks at police officers. Police formed a security perimeter around the Niketown store in downtown Seattle because of protestors encouraging a crowd to take over the store. Damage to property and risks to individuals on this day were not insignificant, though limited in geographic area to a few blocks in the center of the City, and protestors dispersed late into the evening.[FN8]

> FN7. The dissent, while acknowledging that violence occurred, argues that our "account exaggerates its pervasiveness" because most protestors were peaceful. Dissent at 1160. We of course explicitly recognize that "most protestors were peaceful," but this does not negate the harsh reality and striking import of the widespread violence instigated by those protestors who were not peaceful. Moreover, the description of the WTO riots that follows is not just that of the majority. The whole world witnessed the rampant violence and chaos in the streets of Seattle at the outset of the WTO meeting. The dissent's account misapprehends reality by minimizing the violence and its import. Any fair and objective review of the record would lead to the conclusion that District Judge Barbara J. Rothstein's order granting summary judgment to the City correctly described an emergency situation marked by pervasive vandalism, theft, arson, and assault that overwhelmed law enforcement resources. These acts of violence are undisputed in the record before us. One may disagree on the legal implications of the violence under First Amendment doctrine, and doubtless we and the dissent do so disagree. But to minimize the violence and threat to the City, to visiting foreign dignitaries, and to Seattle's citizens, as our dissenting colleague does, is wrong.
>
> FN8. Appellants have not alleged a negligence cause of action against the City for having advance notice of but failing to prevent the chaos that stemmed from the violence that marred the WTO conference. However, the pattern of protest propagating civil disorder and violence is relevant to understanding the City's interest in restoring and maintaining order to allow the WTO conference to proceed securely. Our dissenting colleague fails to give this interest adequate heed.

The WTO conference opened formally on November 30, 1999, and from law enforcement's perspective, things got worse. Police logs indicate that demonstrators gathered in the downtown area as early as 5:45 a.m. At least some among the protestors had violent intentions. On a videotape introduced as part of the record, a masked protestor says, "50,000 people that really care.... I'm hoping that we can come out here, and get crazy and fucking up shit ..., that every city in the world knows that it can't host the WTO conference and it better

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give control of the city back to the people or that city's going to be torn to pieces."

Those protestors who chose to use violence to disrupt the WTO's conference used an array of weapons, devices, and tactics to obstruct the conference. The disruption of normal city life was so extreme in some locations that it bordered on chaos. Police officers in contemporaneous reports said that they saw protestors carrying bottles filled with flammable liquids, locking down intersections by forming human chains from lightpost to lightpost, breaking windows at retail stores,[FN9] overrunning and looting small retail stores, and jumping on cars. By 8:00 a.m., protestors had cut off vehicular access to the Paramount Theater and the Washington State Convention & Trade Center, the primary meeting venues of the conference. After demonstrators were discovered inside meeting venues, police requested and received a "lock down" [FN10] of the Washington State Convention & Trade Center and the Sheraton Hotel, where many WTO delegates were staying.[FN11] Seattle Police Department, ***1122** *The Seattle Police Department After Action Report, World Trade Organization Ministerial Conference,* Apr. 4, 2000, at 36-39 [hereinafter " *WTO After Action Report*"].

> FN9. Niketown, the site of protest on the prior day, again attracted the attention of violent protestors. Officers received reports that Niketown was being ransacked by protestors, and the officers had to rescue employees through a rear alley door.
>
> FN10. A "lock down" of these facilities meant that no persons could enter or exit.
>
> FN11. The increased level of protection for delegates was necessary for their security. It also was even more important because WTO meeting venues had been designated the equivalents of foreign embassies, mandating heightened security protection.

Some protestors directed violence at law enforcement authorities: Among the violent, there were protestors who assaulted police officers with chemical irritants, and others who vandalized police cars. Some violent protestors threw metal spikes, cans, bottles, signs, empty gas canisters, and pieces of concrete at officers, who were forced to wear riot gear for protection. Other protestors deliberately disregarded police lines and attempted to break through in violent confrontations with police. According to a report of the Seattle City Council prepared after the WTO convention, "officers were put in perilous situations where, often cut off from communication, they were expected to endure physical assaults and taunts for long periods without food, rest, restrooms, or water." Seattle City Council, *Report of the WTO Accountability Review Committee,* Sept. 14, 2000, at 5 [hereinafter " *ARC Report* "]. Some officers were "violently barraged with ball bearings ('pachinko' balls), rocks and bottles,[and] squirted with urine." *Id.* at 10 & n. 14. One police officer on duty suffered a heart attack, and a helicopter evacuation was required because medical units could not break through the gathered crowd to provide medical assistance.

Some officers did not take the passive resistance approach in response to being targeted by violence, and mutual insecurity among police and protestors caused the situation to spiral out of control. In lieu of large-scale arrests, some officers responded with tear gas and similar non-lethal weapons like pepper gas, beanbag guns, and rubber bullets. *Id.* at 4. The gravity of the situation caused some officers to resort to measures characterized later by the City Council as "out of proportion to the threats faced," provoking further disturbance and resistance from violent protestors. [FN12] *Id.* at 4, 11.

> FN12. The dissent focuses on the Seattle Police Department for its response, finding significance in the City Council's remark that officers "likely intensified the situation." Dissent at 1161. The dissent's characterization is incorrect as a description of police conduct as a whole, and in any

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> event is irrelevant to the analysis of Order No. 3's constitutionality. The City Council's *ARC Report* acknowledges that "police officers on the front lines had no basis for confidence that the violence would stop with rocks and bottles," and the report "thankfully endorses the performance of those officers who underwent unnecessary hardship and were the victims of poor planning and leadership in the field." *ARC Report* at 4, 10. Moreover, whether Order No. 3 comports with the First Amendment does not turn on who is to blame for the intensity of the situation that the City faced. *See* discussion *infra* Part III. Whatever the complex of causes, the City was faced with riots and disorder beyond its control that threatened the safety of visiting foreign officials, prompting Order No. 3, and its permissibility must be assessed in light of the crisis facing the City when it was adopted. Finally, it is also likely that most of the time when police attempt to quiet a violent disturbance the situation is intensified, which is a collateral consequence of law enforcement's response to violent protest.

The general public was also at risk. Some violent protestors started fires in the streets and in large dumpsters, and then protestors prevented fire trucks from entering the area. A driver of a garbage truck was pulled from his vehicle and assaulted in the core downtown area. Once police were overwhelmed, some uses of non-lethal weapons, such as chemical irritants, failed to discern law-abiding demonstrators and bystanders from the law-breakers they were intended to disperse. Not only dignitaries from many nations ***1123** worldwide with interest in the WTO's trade conference, but also, regrettably, panic, confusion, and chaos were visiting Seattle.

Some protestors even directly interfered with WTO delegates in an effort to disrupt the progress of the conference. Some violent protestors held, pushed, or tackled WTO delegates to prevent their entry into conference venues. Some WTO delegates were forcibly prevented from leaving conference venues. Some violent protestors stopped one delegate's car and punctured its tires. Reflecting the extreme dangers to delegates, protestors, and the public, at least one WTO delegate drew a gun in response to the protestors' attempts to detain him, requiring immediate police intervention.

Some violent protestors were well-organized, and their actions were coordinated. Some protestors gathered intelligence about police operations during the protest by asking officers questions about law enforcement tactics. Other protestors listened in on squad briefings taking place on city streets. Still others used cellular telephones and "walkie-talkies" to coordinate protestors' activities.[FN13] By one account, Seattle's streets turned into "seeming war zones." *ARC Report* at 4. It is perplexing how our dissenting colleague can rely on the City Council's report, with its acknowledgment of the "war zone" atmosphere in Seattle, and still urge the violence was not pervasive; although the *ARC Report* suggests that violent protestors were less than one percent of the total protestors, this is not a small amount of violence given the activities in which the protestors engaged, and where there were tens of thousands of protestors.

> FN13. On the previous day, a protestor on a bicycle rode ahead of a group of protestors, communicating to the crowd via radio the locations of police officers.

Despite the gravity of these problems, not all protest was violent or disruptive. Much protest activity was ordered and reasonable. Several marches involving primarily peaceful protestors took place in the downtown area on November 30, 1999. These marches, comprised of concerned persons who were not violent and who were not breaking the law, caused the inflow of tens of thousands of persons into downtown Seattle. The largest protest of the day, a march organized by the AFL-

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CIO, was estimated by police to have involved 40,000 persons. Other protest marches involving significant numbers of persons included a march of about 1000 members of the Sierra Club, a march of 500 students from the University of Washington, and a march of 1000 protestors from the Tibetan Rights Association. These marches by non-violent protestors showed the substantial public sentiment opposing the WTO or its activities. Protests such as these are the positive fruits of an open society, and encourage us to scrutinize with care the constitutional issues raised by city and police responses to the breakdown of civic order and security caused by violent protestors seeking to disrupt the WTO conference.[FN14]

> FN14. The dissent's characterization of the decision to enact Order No. 3 as following the realization that the "crowd was simply larger than the police had anticipated" again ignores the violence and riot that threatened the WTO conference. It misapprehends the extent of disorder and insecurity caused by the large crowd: The police "were not going to be able to bring the situation under control without taking some sort of drastic action," and "the only recourse" they had was to "establish the police perimeter" to "provide security for the delegates." *See* Dissent at 1160.

As noted by the Seattle Police Department's *WTO After Action Report,* these largely peaceful demonstrations took place ***1124** amid the chaos and disruption caused by the violent protestors. The report also specified that the combination of heightened security measures required for WTO delegates and the large number of protestors rendered police unable effectively to make individual arrests of those protestors who were breaking the law. The report stated:

> This was a pattern that occurred throughout the conference and presented significant tactical challenges to police commanders. The protestors were establishing a fluid, dynamic method of operation that consisted of rapid deployment and the use of non-criminal protestors to buffer smaller pockets of protestors engaging in significant criminal acts.

WTO After Action Report at 35. One Seattle police captain's report noted that officers "heard and saw numerous incidents of property destruction, burglary, and looting; but we were unable to leave our lines to take enforcement actions."

At about 3:30 p.m. on November 30, 1999, then-Seattle Mayor Paul Schell declared a civil emergency in the City of Seattle, pursuant to Seattle Municipal Code Section 10.02. The Mayor also imposed a general curfew. The governor of the State of Washington then authorized the deployment of, and called out, the National Guard.[FN15]

> FN15. The dissent chastises the City for poor planning driven by political and cost considerations. Dissent at 1161. This condemnation does not control whether Order No. 3 comports with the First Amendment. Our analysis properly focuses on the City's chosen means to restore order once lost to violent protestors bent on preventing the WTO conference from proceeding. *See* discussion *infra* Part III.A.2.

President Clinton arrived at the Westin Hotel in downtown Seattle between 1:30 a.m. and 2:30 a.m. on December 1, 1999. A few hours after the President's arrival, when protest activity had temporarily subsided, Mayor Schell signed "Local Proclamation of Civil Emergency Order Number 3" (Order No. 3). Order No. 3 said, in pertinent part:

> WHEREAS, the Mayor declared a civil emergency exists in the City of Seattle ("the City") in the Proclamation Dated November 30, 1999; and
>
> WHEREAS, after the issuance of the Proclamation and despite the deployment of hundreds of law enforcement officers, the City continued to experience civil disturbances resulting in injury

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to persons and damage to property; and

WHEREAS, the level of city disturbances and danger to persons and property has been highest in those areas in which there are protests in the vicinity of World Trade Organization ("WTO") meetings; and

WHEREAS, the City understands its obligations to permit expressive activity pursuant to reasonable time, place and manner restrictions necessitated by the existing public safety concerns for WTO delegates, dignitaries, citizens, public safety employees and protestors; and

WHEREAS, the Chief of Police and other public safety officials have determined that the safety of WTO delegates, dignitaries, citizens, public safety employees and protestors cannot be preserved without reasonably limiting access to areas used by WTO personnel; and

WHEREAS, it is imminently necessary to use extraordinary measures to protect the public peace, safety and welfare; and

WHEREAS, the civil emergency necessitates the utilization of emergency powers granted to the Mayor pursuant to *1125 Seattle Municipal Code, Chapter 10.02 and [Wash. Rev.Code] Chapter 38.52. Therefore ....

A limited curfew is imposed in the portion of the City within the following boundaries: Starting on the corner of 4th Avenue and Lenora Street, then proceeding south on 4th Avenue to Seneca Street, then east on Seneca Street to the I-5 freeway, then north along the I-5 freeway to Boren Avenue, then north on Boren Avenue to Pine Street, then west on Pine Street to 6th Avenue, then north on 6th Avenue to Lenora Street, then west on Lenora Street to, and concluding at 4th Avenue and Lenora, as shown on the attached map.

The effect of Order No. 3 was that all persons, subject to limited exceptions, were prohibited from entering the portion of downtown Seattle described in the order. The exceptions to the prohibition on entering the restricted zone were granted for: (1) delegates and personnel authorized by the WTO to participate in official WTO functions; (2) employees and owners of businesses within the restricted area and other personnel necessary to the operation of those businesses; and (3) emergency and public safety personnel. [FN16] Violations of Order No. 3 were punishable by a fine of not more than $500 and/or imprisonment of not more than 180 days. At all times, the Washington State Convention & Trade Center and the Paramount Theater were within the restricted zone, as well as the major hotels where WTO delegates were staying (i.e., the Four Seasons Hotel, Cavanaughs, and the Sheraton Hotel). The restricted zone skirted these venues, and in substance provided a protective perimeter. [FN17]

FN16. In an amendment to Order No. 3 issued later that day, additional exemptions were granted for city staff and credentialed members of the press.

FN17. We attach as Appendix A a diagram of the boundaries of the restricted zone that was part of the record in this case.

In the early morning hours of December 1, 1999, Seattle Assistant Chief of Police Harv Ferguson issued an "Operations Order" to implement Order No. 3 and the restricted zone. The Operations Order told officers that "[v]ehicles and/or pedestrians ... are authorized access inside the [restricted zone] if they have a reasonable purpose for entering the perimeter. A reasonable purpose includes work, shopping at a specific location within the [restricted zone], or other like type reasonable activity." Thus, as it was interpreted, Order No. 3 excluded all persons except delegates and personnel authorized by the WTO for its official functions, employees and owners of businesses within the restricted area, their customers, other personnel necessary to the operation of those businesses, and emergency and public safety personnel. Initially, Order No. 3 had not explicitly permitted shoppers to enter, but it had

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allowed business owners and persons necessary to run their businesses to enter, which implicitly supported the interpretation of the Operations Order.

At a press conference on the morning of December 1, 1999, Assistant Seattle Police Chief Edward Joiner[FN18] explained the City's adoption of Order No. 3:

> FN18. Chief Stamper had delegated to Assistant Chief Joiner the task of planning the Seattle Police Department's response to the WTO conference.

> We're going to adopt a policy that's pretty much in line with what's done in other cities around the world when they have an event of this magnitude, and that is, to take the core area where the [WTO] conference is occurring ... and prohibit any demonstrations within that core area for the remainder of the week.

***1126** Seattle Police Captain James Pugel testified in deposition [FN19] that Assistant Chief Joiner had instructed him, in connection with the implementation of Order No. 3 and the Operations Order, "[n]o large protests. No people can come marching through [the restricted zone]. There will be no marches."

> FN19. The Menotti plaintiffs submitted Captain Pugel's deposition testimony in support of their motion for partial summary judgment and in opposition to the City's motion for partial summary judg- ment.

Chief Stamper testified in deposition[FN20] that the effect of the Operations Order was to exclude protestors from entering the restricted zone:

> FN20. The Menotti plaintiffs submitted Chief Stamper's deposition testimony in support of their motion for partial summary judgment and in opposition to the City's motion for partial summary judg- ment.

> From the officer's point of view, we have made it clear that we could not permit large groups to gather to block intersections and so forth, and from their point of view what they're thinking and what they believe is their direction is to make sure that nobody comes into that, into the so-called no-protest zone unless he or she is there to shop or has legitimate business purpose in the downtown area, so from their point of view it effectively meant anybody coming in to protest.

Order No. 3 and the accompanying Operations Order decreased violence and protest within the restricted zone. But it did not stop either violence or protest within the restricted zone. Inside the restricted zone, protestors gathered in open defiance of Order No. 3, and police made about 300 arrests. [FN21]

> FN21. Even outside the restricted zone, there were some problems of violence incidental to protest. Some violent protestors caused property damage, threw debris, blocked the street, and trapped people in their cars. Some protestors jumped onto an officer's patrol car and shook it by its light bar, while others laid in front of the car and prevented the officer from escaping. Some protestors took over the fuel pumps at a gas station and attempted to fill small bottles with gasoline.

President Clinton addressed the WTO conference on December 1, 1999, and departed the next morning. There was no violence immediately incident to his presentation. On December 2, 1999, Mayor Schell amended Order No. 3 by reducing the size of the restricted zone. As modified, the restricted zone was reduced to exclude the Westin Hotel because President Clinton had since departed.[FN22] Police logs indicate that protest violence decreased on December 2, 1999, and through the conclusion of the WTO conference on December 3, 1999. Order No. 3 expired at 7:00 a.m. on the morning of December 4, 1999.

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> FN22. We attach as Appendix B a diagram of the revised boundaries of the restricted zone that was part of the record in this case.

In opposition to the City's motion for summary judgment, plaintiff-appellant Kenneth Hankin submitted a declaration stating that he was arrested for violating Order No. 3 by trespassing inside the restricted zone with the purpose of protest. Hankin testified via declaration that, on the morning of December 1, 1999, he and others participated in a group protest that began in Denny Park, north of downtown Seattle and outside the restricted zone. As their group approached Westlake Park, a downtown shopping plaza and public square within the restricted zone, Seattle police surrounded them. The group responded by sitting on the ground. Hankin testified that, without warning, Seattle police arrested the group of protestors, and then turned to another portion of Westlake Park, where Hankin was standing. Hankin and others beside him were arrested.

***1127** Victor Menotti submitted his deposition testimony in support of his motion for partial summary judgment.[FN23] Menotti testified that he was a credentialed participant in the WTO conference and that, on December 1, 1999, he was standing on a sidewalk talking with a small group about a WTO conference meeting he had just attended. Without warning, police charged the group surrounding Menotti. Menotti ran, believing that police were trying to disperse the crowd, but stopped when he realized he was being pursued. Menotti was arrested for pedestrian interference and obstructing an officer; however, the charges against Menotti were dismissed before a probable cause hearing was held.

> FN23. We consider these depositions because they were part of the record when the district court granted summary judgment to the defendants on the Menotti plaintiffs' claims. Fed.R.Civ.P. 56(c) (stating that summary judgment should be granted "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law").

Thomas Sellman also introduced his deposition testimony and that of Seattle Police Detective Sharon Stevens in support of his motion for partial summary judgment. Sellman testified that he was within the restricted zone on December 1, 1999, distributing leaflets containing a cartoon criticizing the WTO. Stevens testified that she and another officer witnessed Sellman distributing the flyers and asked Sellman what business he had in the zone. When Stevens ascertained that Sellman did not come within one of the exceptions to Order No. 3, Stevens ordered him to leave the restricted zone. When Sellman attempted to hand out another flyer, Stevens placed him under arrest for failing to disperse. Sellman spent two nights in jail and was released thereafter.

Todd Stedl presented deposition testimony in support of his motion for partial summary judgment. Stedl testified that, after hearing about Order No. 3 on December 1, 1999, he decided to enter the restricted zone and distribute leaflets containing the text of the First Amendment. While standing just outside the zone, Stedl tried to hand a leaflet to an officer, who reacted by grabbing the fliers and searching Stedl's bag. When Stedl complained that the officer could not seize his fliers or search his bag without a warrant, the officer told him to contact City Hall and to leave the restricted zone. Stedl asked for the officer's badge number, and the officer told Stedl to leave. The officer later approached Stedl again and told him to leave the area. Stedl told the officer that he thought he already was outside the zone. The officer replied that Stedl should get going. When Stedl asked how far, the officer told him fifteen blocks. Stedl testified that he was too intimidated to return to the zone to pass out

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more leaflets, and felt that if he had returned, he would be arrested. The officer was never identified.

Doug Skove introduced his deposition testimony and video evidence in support of his motion for partial summary judgment. Skove testified that, on December 2, 1999, he decided to go to Seattle after hearing about the restricted zone. He carried a sign that read on one side, "Is the WTO in control of Seattle too?" and on the other side "I have the right to protest non-violently." The video evidence shows that a police officer (later identified as Seattle Police Officer Ronald Smith) saw Skove carrying the sign as Skove walked into a crosswalk. Smith said to Skove, "Hey, what did the Mayor tell you? Other side of Fourth, other side of Seneca." [FN24] As ***1128** Skove finished crossing the street, Smith approached, grabbed Skove's sign and pulled it away from his hands. Skove turned to his right and continued walking across the street and away from Smith, while Smith shouted "Come here, hey pal!" Skove continued walking away. Smith said, "That's alright, that's okay," as Smith walked away, folded Skove's sign, and threw it away. After Skove had another encounter with police where a second sign was seized, Skove was warned he would be arrested if he continued protesting. Skove left the restricted zone.

FN24. This was an instruction from Smith to Skove to exit the confines of the restricted zone.

III

The Hankin and Menotti plaintiffs contend that Order No. 3 was an unconstitutional time, place, and manner restriction on its face, and the Menotti plaintiffs also contend that Order No. 3 unconstitutionally conferred unfettered police discretion for its implementation. The Hankin plaintiffs also contend that Order No. 3 was unconstitutional as applied to them because the City had adopted a policy of arresting only anti-WTO protestors within the restricted zone.[FN25]

FN25. "A facial challenge alleges that any enforcement of the ordinance creates an unacceptable risk of the suppression of ideas. An as-applied challenge alleges that the restriction on speech is unconstitutional as applied to the litigant's particular speech activity, even though the law may be capable of valid application to others." *Kuba v. 1-A Agric. Ass'n,* 387 F.3d 850, 856 (9th Cir.2004) (internal quotation marks and citation omitted).

A

[1] We first address the facial constitutionality of Order No. 3. We have held that "[a]n ordinance is facially unconstitutional if (1) it is unconstitutional in every conceivable application because it is vague or impermissibly restricts a protected activity or (2) it seeks to prohibit such a broad range of protected conduct that it is unconstitutionally overbroad." *Vlasak v. Superior Court,* 329 F.3d 683, 688 (9th Cir.2003) (internal quotation marks and citation omitted). The Supreme Court has held that "particularly where conduct and not merely speech is involved, we believe that the overbreadth of a statute must not only be real, but substantial as well, judged in relation to the statute's plainly legitimate sweep." *Broadrick v. Oklahoma,* 413 U.S. 601, 615, 93 S.Ct. 2908, 37 L.Ed.2d 830 (1973). The Hankin plaintiffs contend that Order No. 3 was facially unconstitutional because it was overbroad. In evaluating this overbreadth challenge, we determine whether Order No. 3's restrictions on speech were content neutral, were narrowly tailored to serve a significant governmental interest, and left open ample alternative means of communication. *Vlasak,* 329 F.3d at 689; *see also Frisby v. Schultz,* 487 U.S. 474, 481, 108 S.Ct. 2495, 101 L.Ed.2d 420 (1988).

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[2][3][4] We address first whether Order No. 3 was

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content neutral. "The principal inquiry in determining content neutrality, in speech cases generally and in time, place, or manner cases in particular, is whether the government has adopted a regulation of speech because of disagreement with the message it conveys." *Ward v. Rock Against Racism,* 491 U.S. 781, 791, 109 S.Ct. 2746, 105 L.Ed.2d 661 (1989). The reason for this rule is to protect and preserve free and unfettered speech for the ultimate good of society. We have expressed this basic reason in varied ways, but it is unassailable that the "fundamental principle" behind content analysis is that "government may not grant the use of a forum to people whose views it finds acceptable, but deny use to those wishing to express less favored or more controversial ***1129** views." *City of Renton v. Playtime Theatres, Inc.,* 475 U.S. 41, 48-49, 106 S.Ct. 925, 89 L.Ed.2d 29 (1986) (internal quotation marks and citation omitted). In assessing whether a restraint on speech is content neutral, we do not make a searching inquiry of hidden motive; rather, we look at the literal command of the restraint. Stated another way, we agree with Justice Kennedy's observation in *City of Los Angeles v. Alameda Books, Inc.,* that "whether a statute is content neutral or content based is something that can be determined on the face of it; if the statute describes speech by content then it is content based." 535 U.S. 425, 448, 122 S.Ct. 1728, 152 L.Ed.2d 670 (2002) (Kennedy, J., concurring). Our circuit has adopted this view. *Ctr. for Fair Pub. Policy v. Maricopa County,* 336 F.3d 1153, 1164 (9th Cir.2003).

[5] Applying these principles here, we see Order No. 3 as content neutral on its face. Even when we credit plaintiffs' evidence and give plaintiffs all reasonable inferences, the text of Order No. 3 is not in dispute, and it does not favor one content over another. The purpose of enacting Order No. 3 had everything to do with the need to restore and maintain civic order, and nothing to do with the content of Appellants' message. *See United States v. Griefen,* 200 F.3d 1256, 1260 (9th Cir.2000) ("[A] restriction on expressive activity is content-neutral if it is justified, i.e., based on a non-pretextual reason divorced from the content of the message attempted to be conveyed."). As a matter of law, Order No. 3 was not a regulation of speech content, but rather was "a regulation of the places where some speech may occur." *See Hill v. Colorado,* 530 U.S. 703, 719, 120 S.Ct. 2480, 147 L.Ed.2d 597 (2000). Under Order No. 3, persons could not protest-in support of or against-*any* topic within the restricted zone. *Id.* (holding that restrictions are not content based where they "apply equally to all demonstrators, regardless of viewpoint, and the statutory language makes no reference to the content of the speech") (internal quotation marks and citation omitted). The restricted zone established by Order No. 3 applied equally to persons of all viewpoints. That Order No. 3 predominantly affected protestors with anti-WTO views did not render it content based. *See Madsen v. Women's Health Ctr., Inc.,* 512 U.S. 753, 763, 114 S.Ct. 2516, 129 L.Ed.2d 593 (1994) ("[T]he fact that the injunction covered people with a particular viewpoint does not itself render the injunction content or viewpoint based.").

[6] Further, the City's evidence in testimony of Mayor Schell,[FN26] Police Chief Stamper,[FN27] and Assistant Chief Joiner[FN28] ***1130** was that the City did not implement Order No. 3 because of disagreement with the message of anti-WTO protestors. Instead, the motivating factor in the adoption of Order No. 3, as stated in its text, was the City's observation that "the level of civil disturbances and danger to persons and property ha[d] been highest in those areas in which there [were] protests in the vicinity of [WTO] meetings," and the need to ensure the safety of WTO delegates as well as downtown residents and workers. The plaintiffs did not submit evidence controverting the text of Order No. 3, which is not in dispute, or contradicting the purposes recited by the Mayor and police chief. [FN29]

> FN26. Schell testified in deposition that a "secure zone" was his "primary objective" in enacting Order No. 3, and that the ad-

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vice he received from his staff was that a "secure zone" was necessary in order to assure the safety of downtown residents and WTO delegates.

FN27. Stamper testified in deposition that a paramount goal was maintaining security and avoiding violence. He testified, "I also need to emphasize that we had a crucial intersection blocked completely denying access of emergency vehicles and denying access to the WTO venue itself.... [T]hose were formidable challenges bigger by far than anything, once again, that I had seen in the six years I had been here.... [O]ur concern is the violence could erupt on either side, that a delegate, for example, angered at being denied access could actually resort to violence, in this case, possibly armed violence."

FN28. Joiner testified in deposition that "the only recourse we had was to establish the [restricted zone] where we could provide security for the delegates and so forth." Joiner also testified that "[w]e would not have allowed [peaceful protesters] to stay [within the restricted zone] under the circumstances because we couldn't-we could not be assured that the demonstration would remain peaceful given the experience that we already had."

FN29. Appellants submitted the deposition testimony of Schell and Stamper in an attempt to establish that the City's purpose in adopting Order No. 3 was unlawful, in that the City implemented Order No. 3 with the purpose of eliminating protestors from the downtown area. But this evidence is consistent with the objective of Order No. 3 to eliminate all persons, with limited exceptions, from the downtown area. Even if plaintiffs could establish that the City had an illicit motive in adopting Order No. 3, that would not be dispositive. The Supreme Court has held unequivocally that it "will not strike down an otherwise constitutional statute on the basis of an alleged illicit legislative motive." *United States v. O'Brien,* 391 U.S. 367, 383, 88 S.Ct. 1673, 20 L.Ed.2d 672 (1968).

Appellants contend that Order No. 3 was content based because it permitted exemptions for shoppers and downtown workers to enter the restricted zone. We reject this argument because these exemptions did not enable the City to discriminate against ideas it disfavored. *See One World One Family Now v. City and County of Honolulu,* 76 F.3d 1009, 1012 n. 5 (9th Cir.1996) ("Because these exemptions don't enable the city to discriminate against ideas it disfavors, they don't render the ordinance content-based."). The exemptions permitted shoppers and downtown workers to go about their business in the restricted zone and did not enable the City to discriminate against any persons on the basis of their views. Further, there is no evidence that those persons who were permitted to enter the restricted zone were part of the security problem that prompted the adoption of Order No. 3. *See Hill,* 530 U.S. at 723, 120 S.Ct. 2480 ("[A] statute that restricts certain categories of speech only lends itself to invidious use if there is a significant number of communications, raising the same problem that the statute was enacted to solve, that fall outside the statute's scope, while others fall inside.").

We hold that Order No. 3 was content neutral, and proceed to address the other factors necessary for a reasonable time, place, and manner restriction. [FN30]

FN30. We also hold that Order No. 3 was not "viewpoint-based" on its face. Viewpoint discrimination occurs "when the government prohibits speech by particular speakers, thereby suppressing a particular view about a subject." *Giebel v. Sylvester,* 244 F.3d 1182, 1188 (9th Cir.2001) (internal quotation marks and citation omitted). Here, Order No. 3's ban on

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> protests did not prohibit a particular viewpoint, and applied equally to persons who wished to protest about any topic. As in *Hill*, Order No. 3 "applie[d] equally to used car salesmen, animal rights activists, fundraisers, environmentalists, and missionaries." 530 U.S. at 723, 120 S.Ct. 2480 .

2

[7] We next assess whether Order No. 3 was narrowly tailored to serve a significant governmental interest. The Supreme Court has held that "[a] statute is narrowly tailored if it targets and eliminates no more than the exact source of the 'evil' it seeks to remedy." *Frisby*, 487 U.S. at 485, 108 S.Ct. 2495. To be narrowly tailored, a statute "need not be the least restrictive means of furthering [the government's] interests, but the restriction ***1131** may not burden substantially more speech than necessary to further the interests." *United States v. Baugh*, 187 F.3d 1037, 1043 (9th Cir.1999). However, "the First Amendment demands that municipalities provide 'tangible evidence' that speech-restrictive regulations are 'necessary' to advance the proffered interest in public safety." *Edwards v. City of Coeur d'Alene*, 262 F.3d 856, 863 (9th Cir.2001). The tailoring of the restraint must of course correspond to the purposes it serves. *Ward*, 491 U.S. at 799, 109 S.Ct. 2746 (holding that the narrowly tailored requirement is satisfied "so long as the [neutral] regulation promotes a substantial government interest that would be achieved less effectively absent the regulation") (quoting *United States v. Albertini*, 472 U.S. 675, 689, 105 S.Ct. 2897, 86 L.Ed.2d 536 (1985)).[FN31]

> FN31. While the City was not required to choose the least restrictive alternative, an assessment of alternatives can still bear on the reasonableness of the tailoring of Order No. 3 and whether it was "narrowly tailored" as required. We have said that "if there are numerous and obvious less-burdensome alternatives to the restriction on [protected] speech, that is certainly a relevant consideration in determining whether the 'fit' between ends and means is reasonable." *City of Cincinnati v. Discovery Network, Inc.*, 507 U.S. 410, 417 n. 13, 113 S.Ct. 1505, 123 L.Ed.2d 99 (1993) ; *Edwards*, 262 F.3d at 865.

[8] Applying the rule of *Ward* and its standard here, we return to the issue of whether Order No. 3 was narrowly tailored to serve a significant government interest. No one could seriously dispute that the government has a significant interest in maintaining public order; indeed this is a core duty that the government owes its citizens.[FN32] The Supreme Court has declared that "[i]t is a traditional exercise of the States' police powers to protect the health and safety of their citizens." *Hill*, 530 U.S. at 715, 120 S.Ct. 2480 (internal quotation marks and citation omitted); *see also Edwards*, 262 F.3d at 863; *One World One Family Now*, 76 F.3d at 1013. In the face of violent riot, the City had a duty to restore order and to ensure the safety of WTO delegates and the residents of Seattle.[FN33] The City also had an interest in seeing that the WTO delegates had the ***1132** opportunity to conduct their business at the chosen venue for the conference; a city that failed to achieve this interest would not soon have the chance to host another important international meeting.[FN34]

> FN32. The district court was not required to accept the conclusion of Appellants' declarant that the City's only interest was to "transport the delegates to the conference." That was not an accurate summary of the record before the district court. Nor in our analysis were we required to pretend as if the movement of delegates was the City's only interest in the face of riot. The record before the district court showed widespread violence and the breakdown of civic order. On the undisputed facts before the district court, the City's interest in main-

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taining peace and order is fairly presented. The dissent's attempt to reduce the City's interest to transporting delegates is wrong. Our analysis properly focuses on the City's interest when it enacted Order No. 3: restoring order and providing security to the core downtown area to protect the President, visiting world dignitaries, and the general public, and to allow the WTO conference to proceed.

FN33. The dissent argues that our account of the breakdown in public order "does not paint a clear picture of the situation confronting City officials" because the protestors had left the core downtown area and the violence had subsided when Order No. 3 was implemented. Dissent at 1160. But there is no logical connection between an assessment of the violence that occurred when WTO proceedings were ongoing and a temporary cessation of violence after WTO proceedings had concluded for the day. Even a fierce battle may experience a respite of calm, and the calm of an evening can precede a storm in the morning. The City was well aware that some protestors wanted to shut down the WTO conference by violent means and that the WTO conference was to resume the following day, and so there was a strong likelihood that more "organized violence of a serious nature [was] about to occur." *See Collins v. Jordan,* 110 F.3d at 1363, 1373 (1997).

In any event, the dissent's claim, based on a single "sweep of the streets" at 8:00 p.m., that the streets of Seattle were "calm and under control" during the evening of November 30, Dissent at 1160, ignores the undisputed evidence. By 9:00 p.m., officers were in danger of being assaulted and injured by some aggressive protestors who held the advantage of Capitol Hill's higher ground. Ongoing skirmishes continued until 3:30 a.m., with officers fending off "rocks, bottles, golf balls, and ... incendiary devices." *WTO After Action Report* at 42. Moreover, violent protestors had established a pattern of converging, protesting, and then dispersing only to reassemble later at another location. *Id.* at 35. Given the violent protestors' aim to shut down the WTO conference and their pattern of conduct, a realistic depiction of events in the record is that the violence had "temporarily subsided" during the evening of November 30, not that the violence had "ended," as the dissent maintains. Even crediting Appellants' evidence and giving all reasonable inferences to the Appellants, as we must under the summary judgment standard, the record does not permit a rational conclusion that the City should have thought the violence "ended."

FN34. This interest is embraced within the City's asserted interest in restoring order and maintaining security, which are necessary for public safety, effective commerce, and the vitality of the City.

The Appellants nonetheless contend that the safety net cast by the City was too broad, and that it restricted protest unduly in too large of an area, and thus wasn't narrowly tailored.[FN35] We turn to these contentions.

FN35. The Menotti plaintiffs and the Hankin plaintiffs argue that Order No. 3 was not narrowly tailored because the restricted zone was too large, and because the restricted zone banned protected forms of speech. In addition, the Hankin plaintiffs argue that the City should have "expend[ed] the effort necessary to ensure clear passage for the delegates to and from the [WTO conference] venues without infringing unnecessarily on protestors'

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rights."

Here, the City had a tough problem. Violent protestors were damaging the City and jeopardizing the progress of the WTO conference. Yet violent protestors were breaking the law amidst throngs of lawful protestors. In this setting, per evidence that is not materially in dispute, large numbers of non-violent protestors prevented police from curbing effectively the activities of the violent protestors. [FN36] Police reports said that "[t]he protestors were establishing a fluid, dynamic method of operation that consisted of rapid deployment and the use of non-criminal protestors to buffer smaller pockets of protestors engaging in significant criminal acts." *WTO After Action Report* at 35. The violent protestors damaged the City and disrupted the WTO conference, but they were able to elude capture due to the tens of thousands of non-violent protestors in the downtown area. The implementation of Order No. 3 was necessary to permit police to restore and then to maintain order and safety in downtown Seattle, for WTO conference delegates and the public, and to allow officers to execute their law enforcement duties by arresting those breaking the law.[FN37]

FN36. We are concerned here with the *effect* that the large number of peaceful protestors had on the ability of police to quell the significant criminal acts of the violent protestors. The impeding or "buffer" effect of peaceful protestors is undisputed on the record.

FN37. The Hankin plaintiffs contend that "[t]here was no attempt to preserve lawful protest and arrest only those who broke the law, just an attempt to ban all protest." But the record does not support that argument. The restricted zone created by Order No. 3 was implemented only after a full day of protests on November 30, 1999. Before the implementation of Order No. 3, protestors had been allowed in the downtown area, resulting in the City's police force being overwhelmed, as well as significant damage and disruption to the downtown area. If the Hankin plaintiffs contend that there was no attempt to preserve lawful protest on December 1, 1999, then that too is belied by the record. Protestors were allowed access to streets immediately adjacent to the delegates' hotels and conference sites. There was not a total bar to protest, and the scope of the restrictions must be tested under the legal standards identified above for time, place, and manner restrictions on speech.

***1133** Citing the Supreme Court's decision in *Madsen,* as well as our decisions in *Baugh* and *Bay Area Peace Navy v. United States,* 914 F.2d 1224 (9th Cir.1990), Appellants contend that there are cases invalidating restricted protest zones that were smaller in scope than the restricted zone implemented by Order No. 3. This argument misapprehends the case law and ignores the factual circumstances of this case. None of these cases establish a *per se* rule on the boundaries that a city may draw in creating a restricted zone during protest activities. Further, none of these cases dealt with the factual circumstances presented here: a small but dedicated group of violent protestors who inflicted disruption and destruction on city streets and threatened the safety of world leaders, while obscured and sheltered by about 50,000 peaceful protestors, all within a concentrated portion of a metropolitan downtown area. We decline Appellants' invitation to interpret the above cases as defining conclusively the appropriate scope of "narrow tailoring" in the context of establishing a buffer zone on protest activity.[FN38]

FN38. The Menotti plaintiffs also argue that Order No. 3 did not further a significant governmental interest because it permitted entry into the restricted zone of persons not engaged in protest. We disagree. There is no evidence that those permitted in the restricted zone were part of the problem addressed by Order No. 3. Persons

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> who lived, worked, or had other business in the restricted zone could go about their business without impeding the City's ability to maintain a secure environment in the restricted zone. Though Order No. 3 contained exemptions that allowed certain persons to enter the zone, it still furthered a significant governmental interest by excluding from the zone the protest activity that was a security threat to the downtown area.

Appellants' contention that the large size of the restricted zone rendered it constitutionally impermissible ignores significant considerations that confronted City officials. As seen from the diagram of the restricted zone, the various hotels and meeting venues of the WTO conference were spread out across several blocks of downtown Seattle. The size of the restricted zone cannot sensibly be evaluated without considering the size of the area in which delegates were housed and had to move freely in order to do the work of the WTO conference. To achieve the goal of providing secure protection for WTO delegates and ensuring safe transit for delegates between venues and hotels, the City crafted the restricted zone as being bounded by the outermost venues of the conference and the hotels where delegates were staying.[FN39] As the district court saw it, "the ***1134** [restricted] zone covered only enough territory for the WTO delegates and the President to move safely from their hotels to the [WTO] convention and lasted only during the conference." [FN40] We conclude the district court's analysis of this issue was sound and in accord with law.

> FN39. Appellants make much of a declaration submitted by a former law enforcement official, who contended that Seattle police should have used pedestrian tunnels and dedicated roadways to facilitate the movement of WTO delegates. Yet, these contentions do not address the fact that the tunnels in question did not connect all of the hotels and venues being used by WTO delegates. The suggestions in the declaration provide no practical way to stop the behavior of violent protestors in the downtown Seattle area on November 30, 1999. Moreover, Appellants' alternatives were not a feasible means for the City to balance its interest in hosting the WTO conference with reliable safety for delegates, and the demonstrators' interest in expressive activity. *See Kuba,* 387 F.3d at 862 n. 12 (recognizing that suggested alternatives that are "far less restrictive and more precise means of regulating the time, place, and manner of speech" is just the first step in a "narrow tailoring" analysis, and that a court must also consider "whether the alternatives both are feasible and allow substantially more speech"). Even crediting Appellants' declarations and giving all reasonable inferences to Appellants, we cannot say that the alternatives were a feasible means to respond to the prevalent violence that gravely threatened the security of the WTO conference and the peace and order of the City.
>
> FN40. That Order No. 3 protected a " *particular method* " of getting WTO delegates to the conference does not mean, as the dissent argues, that this is the only "interest Order No. 3 actually served." *See* Dissent at 1168 n. 7. As we have explained, Order No. 3 brought order and security to the core downtown area, providing safety for delegates and allowing the WTO conference to proceed as scheduled. *See* discussion *supra* at 1131-32.

We also reject Appellants' contention that the size of the restricted zone enforced by Order No. 3 was an overreaction that needlessly restricted the rights of peaceful protestors. In the context of a massive demonstration with tens of thousands of participants, once a pattern of chaotic violence had been

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established, it was unrealistic to expect police to be able to distinguish, minute by minute, those protestors with benign intentions and those with violent intentions. In this regard, the Supreme Court's decision in *Hill v. Colorado,* 530 U.S. 703, 120 S.Ct. 2480, 147 L.Ed.2d 597 (2000), has particular application. In *Hill,* the Court upheld a Colorado law that made it unlawful for any person within 100 feet of an abortion clinic knowingly to approach within eight feet of another person without that person's consent to provide materials or counseling. The Court reasoned:

> [T]he [restricted zone's] prophylactic aspect is justified by the great difficulty of protecting, say, a pregnant woman from physical harassment with legal rules that focus exclusively on the individual impact of each instance of behavior, demanding in each case an accurate characterization (as harassing or not harassing) of each individual movement within the 8-foot boundary. Such individualized characterization of each individual movement is often difficult to make accurately. A bright-line prophylactic rule may be the best way to provide protection, and, at the same time, by offering clear guidance and avoiding subjectivity, to protect speech itself.

Id. at 729, 120 S.Ct. 2480.

Here, the size of the restricted zone was justified by the difficulty of protecting world leaders in an environment in which a small group of violent protestors were determined to cause chaos and to disrupt the conference proceedings midst tens of thousands of non-violent protestors.[FN41] In different***1135** circumstances, it might be possible for law enforcement authorities, on an individualized basis, to distinguish between peaceful protestors and those with violent intentions. But in these circumstances, after the broad antagonism to the WTO had ripened into pervasive illegal and violent disruptive actions, it would not have been practical to require police, on a continuing basis, to make an accurate determination of each protestor as violent or not violent. Appellants also argue that police should have had more extensive staffing on the street so that they could permit protestors to enter anywhere and simply arrest and remove those who violated the law.[FN42] But we should hesitate to say that the law requires such a solution in an emergency situation like that here where law-breaking and law-abiding protestors were often indistinguishable, and where those abiding the law might have interfered indirectly with enforcement against violent protestors.

> FN41. The dissent is wrong to characterize the City's means as a "poor fit" with the City's interest based on the occurrence of violence outside the restricted zone. It is not required for our legal analysis that the City's measure to restore order where it was most needed had to maintain peace and security perfectly in all areas outside the restricted zone. The dissent's argument that Order No. 3 was not narrowly tailored because it "did not protect anyone outside of the perimeter," Dissent at 1171, ignores or minimizes the core interest addressed by Order No. 3: protecting the President and foreign dignitaries who came to Seattle to conduct the business of the WTO. The City needed to restore and maintain order in the core downtown area to achieve this interest, and Order No. 3 "targets and eliminates no more than the exact source of the 'evil' it seeks to remedy." *Frisby,* 487 U.S. at 485, 108 S.Ct. 2495. We decline the dissent's suggestion that a city's means to achieve its significant interest of restoring and maintaining security can never be narrowly tailored absent a policy completely efficacious in eliminating violence. *See, e.g., Ward,* 491 U.S. at 800, 109 S.Ct. 2746 ("The validity of time, place, or manner regulations does not turn on a judge's agreement with the responsible decisionmaker concerning the most appropriate method for promoting significant government interests *or the degree to which those*

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interests should be promoted. ") (emphasis added); *see also City Council v. Taxpayers for Vincent,* 466 U.S. 789, 807-10, 104 S.Ct. 2118, 80 L.Ed.2d 772 (1984) (upholding a ban on posting signs on public streets to achieve the significant public interest of "avoiding visual clutter" even though posted signs only "add somewhat" to the city's visual clutter).

> Similarly, the dissent's argument that the restricted zone's size "allowed" violence to continue in areas outside the zone, Dissent at 1171, is unsupported by and contrary to the record, which places some officers and notes hundreds of arrests outside the zone. As the conference moved toward completion, and the situation calmed, police were able "to escort and monitor non-permitted demonstrations outside the perimeter in a manner consistent with permitted demonstrations." *WTO After Action Report* at 45. Moreover, the district court correctly found that the City reasonably concluded in Order No. 3 that "the level of city disturbances and danger to persons and property [was] highest in those areas in which there are protests in the vicinity of World Trade Organization ('WTO') meetings." Contrary to the dissent's assertion, the perimeter did more than protect WTO delegates; Order No. 3 brought safety and security to the downtown area, protecting businesses, their employees, and the City's citizens as well.

FN42. The Menotti plaintiffs acknowledged that "the primary response of a municipality to crime should be to arrest the criminals," but faulted the City for "fail[ing] to put enough officers on the streets on November 30th to accomplish this task." The Hankin plaintiffs also criticized the City's police department plan for law enforcement, arguing that "common police tactics and planning would have provided a much more secure downtown without sacrificing speech. For example, it is common police practice to establish lines of defense around certain buildings before protestors arrive, [and] to have squads specifically intended to pursue violent individuals within crowds."

Appellants contend that *Collins v. Jordan,* 110 F.3d 1363 (9th Cir.1996), controls the outcome of this case. We disagree. In *Collins,* the Mayor of San Francisco responded to sporadic violent protests by directing police officers to "cause the dispersal and prevent the continuation of any gatherings of people anywhere in the City and County of San Francisco whenever the peace officer on the scene has reason to believe that the gathering endangers or is likely to endanger persons or property." *Id.* at 1367. We affirmed the district court's denial of qualified immunity to the officers, because "it was clear at that time, as it is today, that the occurrence of limited violence and disorder on one day is not a justification for banning all demonstrations, peaceful and otherwise, on the immediately following day (or for an indefinite period thereafter)." [FN43] *Id.* at 1372. ***1136** However, we said in *Collins* that our holding was narrow:

> FN43. Appellants contend that, since there was a decrease in violence in the hours immediately prior to the imposition of Order No. 3, this statement means that here the City acted unlawfully in adopting Order No. 3. We disagree.
>
> > In *Collins,* we described the "limited violence and disorder" that had taken place as involving "a few injuries to people, none of them extensive or life-threatening. The principal incidents involved property damage and appear to have been confined to an area of about four blocks.... [M]ost of the city was free

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> from any form of unlawful conduct." 110 F.3d at 1372. Here, the violence that had taken place was substantially more severe, involving assaults on police and WTO delegates, fires, medical emergencies, evacuation of retail stores, and a general loss of civic order. Moreover, *Collins* invalidated an order that banned *all* demonstrations throughout the *whole* county. In Seattle, however, protestors could still demonstrate in all City areas outside the restricted zone.
>
> *Collins* does not hold that, when a city is confronted with violent, dangerous protests of the type in this case, it must wait for further violence to occur before taking measures to restore civic order. Despite the dissent's characterization of *Collins* as involving "a similar emergency order adopted under analogous circumstances," Dissent at 1169-70, we face a factually and legally distinguishable case, and the weight the dissent places on *Collins* again shows the dissent's minimization of the crisis in Seattle. *See also supra* note 34 (recognizing that, on the undisputed facts, the City had reason to believe and was entitled to believe that the violence attendant to the WTO conference had not ended prior to Order No. 3's enactment, but had just temporarily subsided and would resume contemporaneous with WTO proceedings).

We need not address the question of whether at some point-for example if there is widespread continuing violence that appears to be beyond the ability of the police to control-a time-limited ban on all demonstrations might be lawful. Similarly, we need not decide whether, and under what circumstances, specific, reliable information that organized violence of a serious nature is about to occur might justify a determination that a clear and present danger exists warranting the banning of a particular demonstration. *Id.* at 1373.

The scope of the violence that plagued Seattle on November 30, 1999, and the clear and present risks to world leaders attending the WTO conference, render *Collins* inapposite. In *Collins,* the violence that San Francisco faced before it restricted protest was much less severe than Seattle faced in this case. Further, San Francisco restricted speech throughout the whole county, [FN44] while Seattle merely restricted access within a well-defined security zone to facilitate a public event.[FN45]

> FN44. San Francisco County has a land area of 47 square miles. United States Census Bureau, *California Quick Facts, San Francisco County* (2000), *available at* ht- tp://quickfacts.census.gov/qfd/states/06/06075.html (last revised Feb. 1, 2005).
>
> FN45. The dissent argues that we have allowed the constitutional framework "to be shaped" by our "characterization of the level of violence." Dissent at 1169 n. 12. The dissent misunderstands our application of First Amendment doctrine, which assesses the means the City used in light of the ends the City needed to achieve. We have applied the correct legal framework established by the Supreme Court. *See, e.g., Ward,* 491 U.S. at 799, 109 S.Ct. 2746. Under this precedent, understanding the City's interest is essential to assessing whether Order No. 3 was narrowly tailored to achieve that interest. *See, e.g., id.* at 796-801, 109 S.Ct. 2746. *Collins* also recognized that a heightened city interest to end and prevent violence would require a different analysis:
>
> > Today, we decide only that the violence and disorder that occurred in San Francisco on April 30 falls far short of the

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> type of occurrence that could have led any reasonable official to believe that it would be constitutional to impose a city-wide ban on all demonstrations, and that the law to that effect was clearly established.
>
> 110 F.3d at 1373. In our view, *Collins* does not dictate a conclusion that Order No. 3 is facially unconstitutional because *Collins* addressed a significantly broader restriction on speech enacted in response to a significantly less dire situation.

***1137** Mass demonstrations involving tens of thousands of participants are an important form of political protest and have a great pedigree. Consider Martin Luther King, Jr.'s march on Washington, at which he delivered the "I Have a Dream" speech to a crowd of over 250,000 on the Washington Mall. When a crowd is generally peaceful, large protests do not necessarily create risks to public safety and security, even though the crowd must be managed by a city. But once multiple instances of violence erupt, with a breakdown in social order, a city must act vigorously, and more extensively, to restore order for all of its residents and visitors. Adding large numbers of police on the street might be the solution in some cases, but in other cases could lead to more intense violence. In light of the City's significant governmental interest in restoring and maintaining civic order to the core downtown area, Order No. 3 and the restricted zone it implemented were narrowly tailored. [FN46]

> FN46. The dissent views *Grossman v. City of Portland,* 33 F.3d 1200 (9th Cir.1994), as presenting a "similar problem." Dissent at 1170-71. The dissent's analogy to *Grossman* is off the mark, and reflects the dissent's pervasive misapprehension of the scope of violence and disorder presented in Seattle by the WTO protests. *Grossman* addressed the City of Portland's permitting scheme as applied to a "small, peaceful anti-nuclear protest, involving six to eight people," 33 F.3d at 1201-02, and is factually inapposite to this case which involved tens of thousands of protestors and hundreds of violent and lawbreaking ones.
>
> In addition to being factually inapposite, *Grossman's* reasoning is not persuasive in an analysis of whether Order No. 3 was a reasonable time, place, and manner restriction. Portland's permanent permitting scheme made it unlawful "for any person to conduct or participate in any organized entertainment, demonstration, or public gathering, or to make any address, in a park without ... written permission." *Id.* at 1204. Portland's stated interest was "protecting the safety and convenience of park users," and "maintaining normal quiet in the area adjacent to or near the park." *Id.* at 1205-06 & n. 11. We held this scheme facially invalid in part because the distinction between groups displaying messages and groups not displaying messages was "absolutely empty in terms of the ordinance's stated goals." *Id.* at 1206-07. But *Grossman* did not hold or suggest that such a distinction is necessarily empty in all cases. Here, the record supports the City's distinction: The violence and disorder visiting downtown Seattle during the four days of the WTO conference was incident to the presence of protestors, not emergency personnel, business employees, or shoppers. *Grossman* in no way controls, and is not persuasive on, the constitutionality of a city's necessary but temporary response to a breakdown of civic order in an emergency setting. *Grossman* did not involve such a breakdown in order and is of no help in assessing the City of Seattle's proper response to a crisis that threatened the safety of Seattle's visitors and citizens.

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While it is plausible that Order No. 3 was not the least restrictive means of achieving the City's goal, that is not what Supreme Court precedent requires. There is no question that the governmental interest here (security of the core downtown area) would have been achieved less effectively absent Order No. 3. Our role here is not to inject ourselves into the methods of policing, and we do not do so here. *Albertini,* 472 U.S. at 689, 105 S.Ct. 2897 (holding that the validity of a regulation "does not turn on a judge's agreement with the responsible decisionmaker concerning the most appropriate method for promoting significant government interests"). We conclude that Order No. 3 was narrowly tailored to achieve a significant governmental interest.[FN47]

> FN47. The dissent incorrectly refers to our assessment of the City's interest as "confused and inconsistent" because we list the following: "protecting the president and foreign dignitaries," "maintaining public order," "providing security to the core downtown area," and "seeing that the WTO delegates had the opportunity to conduct their business." *See* Dissent at 1167 n.6. A rational evaluation of our discussion of the City's interest, however, yields a common thread: restoring and maintaining order to the core downtown area so that the WTO conference could proceed safely and securely.
>
> Again, it is incorrect to urge that a city's means of restoring order is not narrowly tailored because the city has not fashioned a remedy aimed at completely eliminating disorder across the entire city. *See supra* note 42. For Order No. 3 to be narrowly tailored, Supreme Court precedent requires only that it target and eliminate "no more [as opposed to no less] than the exact source of the 'evil' it seeks to remedy." *Frisby,* 487 U.S. at 485, 108 S.Ct. 2495. The City was entitled to seek a remedy in its core area where WTO delegates resided and worked.

***1138 3**

[9][10][11] We must also assess whether Order No. 3 left ample alternative channels of communication. We have observed that "[t]he Supreme Court generally will not strike down a governmental action for failure to leave open ample alternative channels of communication unless the government enactment will foreclose an entire medium of public expression across the landscape of a particular community or setting." *Ctr. for Fair Pub. Policy,* 336 F.3d at 1170 (quoting *Colacurcio v. City of Kent,* 163 F.3d 545, 555 (9th Cir.1998)). A time, place, and manner restriction does not violate the First Amendment "simply because there is some imaginable alternative that might be less burdensome on speech." *Albertini,* 472 U.S. at 689, 105 S.Ct. 2897. "Of course, the First Amendment does not guarantee the right to communicate one's views at all times and places or in any manner that may be desired." *Bay Area Peace Navy,* 914 F.2d at 1229 (quoting *Heffron v. Int'l Soc'y for Krishna Consciousness, Inc.,* 452 U.S. 640, 647, 101 S.Ct. 2559, 69 L.Ed.2d 298 (1981)). However, an "alternative mode of communication may be constitutionally inadequate if the speaker's 'ability to communicate effectively is threatened.' " *Id.* (quoting *Taxpayers for Vincent,* 466 U.S. at 812, 104 S.Ct. 2118).

[12][13] The application of these principles presents a very difficult question. On the one hand, the restricted zone carved out a portion of the downtown area where protestors could not deliver their message directly to delegates. On the other hand, the protestors were able to demonstrate and express their views immediately outside the restricted zone, including areas directly across the street from the Washington State Convention & Trade Center and the Paramount Theater. The scope of the restriction on protest extended only to the bounds of the restricted zone, and did not apply generally to the City of Seattle. The protestors could reasonably expect their protest to be visible and audible to

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delegates, even if not as proximate as the protestors might have liked.[FN48]

> FN48. It cannot sensibly be argued that protesting outside the restricted zone was not a viable alternative on the mistaken theory that the delegates were not as accessible from that position. The Supreme Court has instructed that the First Amendment does not require that individuals retain the most effective means of communication, only that individuals retain the "ability to communicate effectively." *Taxpayers for Vincent,* 466 U.S. at 812, 104 S.Ct. 2118; *see also Hill,* 530 U.S. at 729, 120 S.Ct. 2480 (upholding a law that prohibited individuals from having a position that maximized accessibility to the target of their speech).

Given the protestors' ability to communicate directly across the street from most WTO venues, and given the violence that Order No. 3 was aimed at preventing, we think the better analysis favors the conclusion that Order No. 3 provided ample alternatives for communication. *See Hill,* 530 U.S. at 729, 120 S.Ct. 2480 ("Signs, pictures, and voice itself can cross an 8-foot gap with ease."). Appellants argue that they were prevented from communicating with WTO delegates at close range, but there is no authority suggesting that protestors have an absolute right to protest at any time and at any place, or in any ***1139** manner of their choosing. *Bl(a)ck Tea Soc'y v. City Of Boston,* 378 F.3d 8, 14 (1st Cir.2004) ("[A]lthough the opportunity to interact directly with the body of delegates by, say, moving among them and distributing literature, would doubtless have facilitated the demonstrators' ability to reach their intended audience, there is no constitutional requirement that demonstrators be granted that sort of particularized access.").[FN49]

> FN49. The district court also held that Order No. 3 provided ample alternative means for communication because protestors "had access to the media and to the public beyond the zone." The First Circuit recently expressed a similar view in resolving a challenge to a demonstration zone established by the City of Boston for the 2004 Democratic National Convention. *Bl(a)ck Tea Soc'y,* 378 F.3d at 14. The First Circuit held that the demonstration zone provided ample alternative channels for communication because "[a]t a high-profile event, such as the [Democratic National] Convention, messages expressed beyond the first-hand sight and sound of the delegates nonetheless have a propensity to reach the delegates through television, radio, the press, the internet, and other outlets." *Id.* Because we hold that there is no constitutional requirement that protestors be allowed to reach their designated audience in the precise manner of their choosing, we do not evaluate this alternative argument.

We do not minimize the value to society of facilitating protest communications. Justice Brandeis in *Whitney v. California* gave us a classic statement on the values of free speech:

> [The Founding Fathers] believed that freedom to think as you will and to speak as you think are means indispensable to the discovery and spread of political truth; that without free speech and assembly discussion would be futile; that with them, discussion affords ordinarily adequate protection against noxious doctrine; that the greatest menace to freedom is an inert people; that public discussion is a political duty; and that this should be a fundamental principle of the American government.

274 U.S. 357, 375, 47 S.Ct. 641, 71 L.Ed. 1095 (1927) (Brandeis, J., concurring), *overruled by Brandenburg v. Ohio,* 395 U.S. 444, 449, 89 S.Ct. 1827, 23 L.Ed.2d 430 (1969). Chief Justice Hughes reinforced these ideas a decade later in *De Jonge v. Oregon:*

> The greater the importance of safeguarding the

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> community from incitements to the overthrow of our institutions by force and violence, the more imperative is the need to preserve inviolate the constitutional rights of free speech, free press and free assembly in order to maintain the opportunity for free political discussion, to the end that government may be responsive to the will of the people and that changes, if desired, may be obtained by peaceful means. Therein lies the security of the Republic, the very foundation of constitutional government.

299 U.S. 353, 365, 57 S.Ct. 255, 81 L.Ed. 278 (1937). The Supreme Court over decades has never departed from this commitment to First Amendment values.[FN50]

> FN50. In *Texas v. Johnson,* 491 U.S. 397, 414, 109 S.Ct. 2533, 105 L.Ed.2d 342 (1989), Justice Brennan wrote for the Court, "[i]f there is a bedrock principle underlying the First Amendment, it is that the Government may not prohibit the expression of an idea simply because society finds the idea itself offensive or disagreeable. Punishing desecration of the flag dilutes the very freedom that makes this emblem so revered, and worth revering." Justice O'Connor has also remarked that "[t]he hallmark of the protection of free speech is to allow 'free trade in ideas'-even ideas that the overwhelming majority of people might find distasteful or discomforting." *Virginia v. Black,* 538 U.S. 343, 358, 123 S.Ct. 1536, 155 L.Ed.2d 535 (2003).

Perhaps it has not been said with more elegance than in these words of Justice ***1140** Brennan in the landmark decision of *New York Times Co. v. Sullivan*: "[D]ebate on public issues should be uninhibited, robust, and wide-open, and ... it may well include vehement, caustic, and sometimes unpleasantly sharp attacks on government and public officials." 376 U.S. 254, 270, 84 S.Ct. 710, 11 L.Ed.2d 686 (1964).[FN51] However, we do not think that even the most vital First Amendment expressions-and for purposes of our analysis we consider political protest adverse to WTO activities and internationalist philosophy to be political comment at the core of the First Amendment-can be said automatically to overcome the need of a city to maintain order and security for its residents and visitors, in the face of violence. *Burson v. Freeman,* 504 U.S. 191, 197, 112 S.Ct. 1846, 119 L.Ed.2d 5 (1992) ("At the same time, however, expressive activity, even in a quintessential public forum, may interfere with other important activities for which the property is used.... [T]he government may regulate the time, place, and manner of the expressive activity, so long as such restrictions are content neutral, are narrowly tailored to serve a significant governmental interest, and leave open ample alternatives for communication.").

> FN51. Though the singular importance of these First Amendment values could hardly be overstated, it also must be kept in mind that the First Amendment was held to be applicable against the States, and here a local government, through the Fourteenth Amendment's Due Process Clause. *De Jonge,* 299 U.S. at 364, 57 S.Ct. 255; *see also Palko v. Connecticut,* 302 U.S. 319, 325, 58 S.Ct. 149, 82 L.Ed. 288 (1937), (incorporating the First Amendment's protections into the Fourteenth Amendment's Due Process Clause on the view that the First Amendment's protections were "implicit in the concept of ordered liberty"), *overruled on other grounds by Benton v. Maryland,* 395 U.S. 784, 794, 89 S.Ct. 2056, 23 L.Ed.2d 707 (1969).

Accordingly, we apply the ample alternatives test with a practical recognition of the dire facts confronting the City in the early morning hours of December 1 during the WTO conference.[FN52] On the evening of the first day of the WTO conference, and shortly before President Clinton was scheduled to arrive, Seattle was tense, its streets were in disar-

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ray from a long day of violent protest, and there was a general disruption of civic order. The "ample alternatives" cannot be taken to mean that *each* protestor has the right to convey his or her message in the manner preferred by that protestor-that would be impossible where, as in this case, protestors numbered in the tens of thousands. The City was required to take action to protect President Clinton and the delegates throughout the three remaining ***1141** days of the conference. If the City had permitted chaos and violence to continue unabated, it would not merely lose its standing as a host city for international conferences, the City might also have sacrificed the safety of the delegates and of its residents. The permissible communications available to protestors under Order No. 3 were substantial, not perfunctory. These available communications, including protesting on the periphery of the restricted zone, were perhaps not ideal for protestors who wanted to present views in the face of delegates, [FN53] but neither did they wholly exclude protestors from the delegates' purview.

> FN52. The dissent challenges our practical recognition of the emergency confronting the City and our pragmatic application of the ample alternatives test as lacking affirmative precedential sanction. *See* Dissent at 1174. Our resolution of this issue is not contrary to established law and reflects the principle that there is no constitutional right to deliver a confrontational message of protest directly to an intended target. *See Hill,* 530 U.S. at 716-18, 120 S.Ct. 2480 ("[W]e have continued to maintain that 'no one has a right to press even "good" ideas on an unwilling recipient.... While the freedom to communicate is substantial, "the right of every person 'to be let alone' must be placed in the scales with the right of others to communicate." ' "); *see also Bl(a)ck Tea Soc'y,* 378 F.3d at 14 ("[A]lthough the opportunity to interact directly with the body of delegates by, say, moving among them and distributing literature, would doubtless have facilitated the demonstrators' ability to reach their intended audience, there is no constitutional requirement that demonstrators be granted that sort of particularized access.").
>
> The dissent's unsupported assertion that *Hill* is inapposite because WTO delegates were not "particularly vulnerable" and faced only "the unpleasantness or inconvenience of a large demonstration," *see* Dissent at 1167 n.6, understates the danger visiting delegates faced from violent protestors determined to derail the WTO conference.
>
> FN53. Some protestors may have preferred the restraints of Order No. 3 as an aid to their own safety, as well as that of delegates. However, for purposes of assessing the constitutionality of Order No. 3, on the dueling summary judgment motions, we may assume that protestors generally disfavored the restraint, and had views similar to those Appellants have asserted.

In the "ample alternatives" context, the Supreme Court has made clear that the First Amendment requires only that the government refrain from denying a "reasonable opportunity" for communication. *City of Renton,* 475 U.S. at 54, 106 S.Ct. 925 ("[T]he First Amendment requires only that Renton refrain from effectively denying respondents a reasonable opportunity to open and operate an adult theater within the city...."). We hold that, because Order No. 3 allowed protestors to demonstrate directly across the street from the Washington State Convention & Trade Center, the Paramount Theater, three out of four major hotels where WTO delegates were staying, and throughout the rest of downtown Seattle, Order No. 3 provided ample alternative channels of communication.[FN54] We recognize that our ***1142** decision takes into account a balance of the competing considerations of expression and order. But we do not think the Constitution requires otherwise.[FN55]

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FN54. The record is void of evidence supporting the dissent's argument that WTO delegates could see and hear protestors *only* within the 25-square block restricted zone. *See* Dissent at 1173. Reason and precedent belie this proposition. *See Hill,* 530 U.S. at 718, 120 S.Ct. 2480 (holding that protestors had ample alternatives to communicate their message even if they could not communicate with their intended audience where they preferred).

The dissent, most likely recognizing the lack of evidence to support its argument, argues that "neither does the record reflect that the delegates *could* see and hear protestors, or that the alternative means of communication available to the protestors were sufficient." Dissent at 1173 n. 16. But contrary to the dissent's assertion, the undisputed facts in the record show that per the terms of Order No. 3 protestors could communicate their views directly outside most of the hotels where delegates were staying. *See* apps. A & B (showing that Order No. 3's boundary bordered delegates' hotels); *WTO After Action Report* at 46 (recognizing that protestors demonstrated at the front door of the Westin Hotel). The ability to so communicate is shown by appendices A and B. It is not disputed that major venues for delegates, as identified on the appendices, included the Four Seasons Olympic, Cavanaughs, the Sheraton, and the Westin hotels. Of these, the Four Seasons Olympic, Cavanaughs, and the Westin were located on the border of the restricted zone. Thus, the appendices show without inference that Order No. 3 did not restrain protestors from making their views known on Fourth Avenue and on Sixth Avenue outside the restricted zone across the street from three of the four identified major venues for delegates situated in the restricted zone; only the Sheraton Hotel is not on the restricted zone's border. Consistent with Order No. 3 is the declaration of protestor Michael Gendler, submitted by the Appellants, which confirms that protest was allowed on the east side of Fourth Avenue. The appendices show that the east side of Fourth Avenue is adjacent to both Cavanaughs and the Four Seasons Olympic hotels. Order No. 3 on its face imposed no limitations on expressive activity outside the restricted zone. *See also WTO After Action Report* at 45 (noting a "group of about 1,000 people" that marched southbound on Fourth Avenue). We draw no inferences in favor of our factual statement; rather, the dissent ignores the undisputed facts that do not fit its legal theory.

Moreover, according to the undisputed declaration of Assistant Chief Clark Kimerer, there were "several downtown hotels not within the buffer zone housing WTO delegates which were excluded" because police believed they could "provide adequate security." It is also undisputed that thousands of protestors did not abandon their demonstrations, but continued them throughout the rest of the downtown area for the duration of the WTO conference. *Id.* at 43-46.

These alternative means of communication taken together are sufficient as a matter of law under Supreme Court precedent because they gave a reasonable opportunity for protestors to communicate. *See City of Renton,* 475 U.S. at 54, 106 S.Ct. 925.

FN55. We reject the City's alternative contention that Order No. 3 was a permissible exercise of municipal control under a the-

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ory of an "emergency exception." Citing to out-of-circuit cases, the City argues that Order No. 3 was valid because it was taken in good faith and there was a factual basis to decide that Order No. 3 was necessary to maintain order. *See Smith v. Avino,* 91 F.3d 105, 109-10 (11th Cir.1996), *abrogated on other grounds by Steel Co. v. Citizens for a Better Env't,* 523 U.S. 83, 118 S.Ct. 1003, 140 L.Ed.2d 210 (1998); *United States v. Chalk,* 441 F.2d 1277, 1280 (4th Cir.1971); *Moorhead v. Farrelly,* 723 F.Supp. 1109, 1112-14 (D.Vi.1989). These cases are distinguishable, and the standard that they voice does not permit a sufficiently nuanced review of the First Amendment rights at stake here. *Smith* and *Moorhead* involved natural disasters that provided little or no warning to municipalities. While *Chalk* involved civil unrest, it was the result of an unpredictable clash between police and high school students, in contrast with this case, which involved a world trade conference planned months in advance. Also, these courts employed the emergency analysis in specific and limited contexts different from that here, the contexts of natural disasters or of civil unrest confined in a smaller area, and in each case the government's tool was evening curfew. Our case involves political protest coupled with chaos and violence, followed by a restricted zone covering a large part of downtown Seattle, the core area including convention venues and delegates' hotels, with the restriction applicable, day and night, for the several remaining days of the conference. The legal analysis justifying nighttime curfew in the "emergency" cases is not controlling and does not permit adequate evaluation of the competing interests in the face of the crisis that was presented. *See also* Oren Gross, *Chaos and Rules: Should Responses to Crises Always Be Constitutional?,* 112 Yale L.J. 1011, 1027-42 (2003) (outlining several problems with doctrines of emergency powers). We decline to analyze Order No. 3 based on the "emergency" doctrine, though as we have explained above, the nature of the City's interest in security and safety has been germane to our analysis of the test for a reasonable time, place, and manner restriction.

We hold that Order No. 3 was a constitutional time, place, and manner restriction on speech on its face. [FN56] Because we ***1143** hold that Order No. 3 was a valid time, place, and manner restriction,[FN57] we need not reach Appellants' contention that Order No. 3 was a prior restraint. *Baugh,* 187 F.3d at 1042 ("[E]ven prior restraints may be imposed if they amount to reasonable time, place, and manner restrictions on speech."). [FN58]

FN56. At oral argument, the Hankin plaintiffs also contended that the City should have reevaluated and reduced or eliminated the restricted zone on December 2 or December 3, after the initial imposition of Order No. 3 on December 1 had decreased the violence taking place in Seattle. We do not consider this argument because it was not raised in the Hankin plaintiffs' opening brief. *Collins v. City of San Diego,* 841 F.2d 337, 339 (9th Cir.1988) ("It is well established in this Circuit that claims which are not addressed in the appellant's brief are deemed abandoned."). Even if we were to address this contention, the facts in this case justify the continued imposition of the restricted zone. Although Order No. 3 had the effect of decreasing violence in Seattle on December 1, there was undisputed evidence that violence continued outside the restricted zone on December 2 and December 3, including an incident where protestors surrounded the King County Jail (resulting in a lockdown of the jail). Given

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the events that had taken place on November 30 and the ongoing violence from December 1 to December 3, the City was justified in maintaining the restricted zone to preserve order and security in the downtown area until the WTO conference concluded. The restriction here lasted only four days. Were we faced with such a restriction on public access over weeks or months, a duty to reevaluate surely would arise at some point. But here, the initial evaluation on December 1, in light of the limited duration of the conference, is reasonably proximate to the duration of restraint.

FN57. We also note that the district court exercised supplemental jurisdiction over Appellants' claims under the Washington State Constitution, and dismissed those claims on summary judgment. Viewing these claims as a facial challenge, we note that Washington interprets its free speech clause in its Constitution in a manner parallel to the federal Constitution's First Amendment interpretation, except that Washington courts "diverge from the Supreme Court on the state interest element of the time, place, and manner test, as [the Washington courts] believe restrictions on speech can be imposed consistent with [the Washington Constitution's free speech clause] only upon showing a compelling state interest." *Collier v. City of Tacoma,* 121 Wash.2d 737, 854 P.2d 1046, 1051 (1993) (en banc). We hold that the City's interest in restoring and maintaining safety and security also was a "compelling state interest" within the meaning of Washington law, because "the purpose [is] a fundamental one and [Order No. 3] bear[s] a reasonable relation to the achievement of the purpose." *See id.* at 1054. Thus, we affirm the district court's summary judgment dismissal of Appellants' challenge to the validity of Order No. 3 under the Washington State Constitution.

FN58. The First Circuit recently rejected a similar argument in *Bl(a)ck Tea Soc'y,* 378 F.3d at 12.

B

[14] Appellants contend that Order No. 3 (and Assistant Chief Ferguson's Operations Order) improperly gave unfettered discretion to officers charged with enforcing the Order. The Supreme Court has required that "a time, place, and manner regulation contain adequate standards to guide the official's decision and render it subject to effective judicial review." *Thomas v. Chicago Park Dist.,* 534 U.S. 316, 323, 122 S.Ct. 775, 151 L.Ed.2d 783 (2002). A regulation granting unfettered discretion to officials charged with administering that regulation is impermissible because it creates two dangers. First, such a regulation may "intimidate[ ] parties into censoring their own speech, even if the discretion and power are never actually abused." *City of Lakewood v. Plain Dealer Publ'g Co.,* 486 U.S. 750, 757, 108 S.Ct. 2138, 100 L.E d.2d 771 (1988); *see also Griefen,* 200 F.3d at 1262. Second, unfettered discretion may permit the administering officials "to roam essentially at will, dispensing or withholding permission to speak, assemble, picket, or parade according to their own opinions regarding the potential effect of the activity in question on the 'welfare,' 'decency,' or 'morals' of the community." *Shuttlesworth v. City of Birmingham,* 394 U.S. 147, 153, 89 S.Ct. 935, 22 L.Ed.2d 162 (1969) ; *see also Griefen,* 200 F.3d at 1262.

We addressed this issue in *Griefen.* There, the Forest Service had issued a closure order excluding the public from coming within 150 feet of a portion of the Nez Perce National Forest that was closed for construction and repair. *Griefen,* 200 F.3d at 1258. The closure order had exempted persons with a permit authorizing entry, law enforcement officials, rescue workers, and employees of the construction

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company doing work in the restricted zone. *Id.* Appellants challenged the closure order contending, *inter alia,* that the Forest Service had too much discretion in administering the closure order. *Id.* at 1262. We rejected this contention, explaining that "[i]f a closure of a public forum is for a valid rather than a disguised impermissible purpose, the potential for self-imposed or government censorship ... does not exist." *Id.* We held:

> ***1144** In First Amendment terms, the fact that discretion to authorize entry to a closed area may be unfettered during construction is of no concern. The process of granting authority to enter a lawfully closed zone differs markedly from the process of licensing expressive activity. Such a process does not "engender identifiable risks to free expression...."

Id. at 1263 (quoting *City of Lakewood,* 486 U.S. at 757, 108 S.Ct. 2138).

[15] *Griefen* is instructive in evaluating how Order No. 3 was implemented through the Operations Order.[FN59] We have determined that, on its face, Order No. 3 was a lawful time, place, and manner restriction on speech.[FN60] Thus, portions of downtown Seattle covered by Order No. 3 were lawfully closed with limited exceptions for public safety officials, business owners, managers, or employees, and their customers.

> FN59. The dissent argues that *Griefen* is inapposite because "the area into which the plaintiffs sought entry to protest had temporarily lost its status of public forum." Dissent at 1175 n. 17. The dissent incorrectly reads *Griefen,* taking the sentence it relies upon out of context. In *Griefen* we said that "the immediate area of a construction zone is not an area that *has the attributes* of a public forum." 200 F.3d at 1261 (emphasis added). We also held in *Griefen* that "[w]hen expressive conduct occurs on *public grounds,* like a national forest, the government can impose reasonable time, place, and manner restrictions," *id.* at 1259-60 (emphasis added), and "[i]f a closure of a *public forum* is for a valid rather than a disguised purpose, the potential for self-imposed or government censorship ... does not exist." *Id.* at 1262 (emphasis added). Moreover, we had "no doubt" in *Griefen* that "a government entity may close areas of public forests under construction and repair," just as we had "no doubt" that a city "could temporarily close for good reasons ... a street engulfed in a riot or an unlawful assembly." *Id.* at 1263.
>
> The closure order we addressed in *Griefen* closed part of the Nez Perce National Forest, which doubtless is and was a public forum. In any event, in *Griefen* we analyzed not only the reasonable time, place, and manner issues, *id.* at 1259-62, but also the protestors' unbridled discretion challenge on the premise that the order closed a public forum. *Id.* at 1262-65. Similarly, our analysis in this case of the reasonable time, place, and manner issues raised by the Appellants proceeds on the premise that Order No. 3 closed a public forum. *See* discussion *supra* Part III.A. Likewise, our analysis of Appellants' unbridled discretion challenge proceeds on the premise that Order No. 3 resulted in "a closure of a public forum [ ] for a valid rather than a disguised purpose." *See Griefen,* 200 F.3d at 1259-60.

FN60. The dissent appeals to *Board of Airport Commissioners v. Jews for Jesus,* 482 U.S. 569, 573, 107 S.Ct. 2568, 96 L.Ed.2d 500 (1987), but that case is inapposite as it involved a speech restriction held to be facially unconstitutional under the First Amendment's overbreadth doctrine. Moreover, Order No. 3 did not receive a

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> "virtually open-ended interpretation," but rather contained express limits on whom officers could exclude from the restricted zone, such as WTO personnel, workers, and public safety officials.

That officers had discretion to permit persons with a reasonable purpose to enter the restricted zone does not render Order No. 3 constitutionally deficient.[FN61] Order No. 3 facially restrained officers from excluding certain persons specifically authorized to enter the restricted zone, and the Operations Order clarified the phrase "reasonable purpose" specifically to include***1145** "work, shopping at a specific location ..., or other like type reasonable activity." We have upheld a grant of official discretion to interpret what is "reasonable" in restricting speech to further a significant government interest. *See S. Oregon Barter Fair v. Jackson County,* 372 F.3d 1128, 1139-41 (9th Cir.2004) (rejecting an unfettered discretion argument where the statute gave a governing body power to "charge permit applicants a fee *reasonably* calculated to reimburse the county for its *reasonable* and *necessary* costs in receiving, processing and reviewing applications for permits to hold outdoor mass gatherings" (emphases added)). Should a pattern of abuse result from an official's exercise of discretion, the proper remedy is not to "insist [ ] upon a degree of rigidity that is found in few legal arrangements," but rather is to seek remedy through as-applied challenges. *Chicago Park Dist.,* 534 U.S. at 325, 122 S.Ct. 775; *S. Oregon Barter Fair,* 372 F.3d at 1139.

> FN61. The dissent intimates that any statute that gives an officer discretion to administer speech restrictions is unconstitutional because it provides "the *opportunity* for abuse." *See* Dissent at 1175. Our dissenting colleague overstates the reach of the First Amendment's unbridled discretion doctrine. A literal "opportunity for abuse" may be present whenever an armed officer of the law is given authority to enforce a speech restriction. We are concerned instead with whether Order No. 3's contained "adequate standards to guide the official's decision and render it subject to effective judicial review." *Chicago Park Dist.,* 534 U.S. at 323, 122 S.Ct. 775 (2002).

Persons intending to protest were limited in time, place, and manner of their speech, but were not intimidated into censoring their speech because all protest activity was prohibited for a valid purpose in the restricted zone and speech was not restrained immediately outside the restricted zone. Further, there was no danger on the face of Order No. 3 that officers enforcing the restricted zone could indiscriminately withhold permission to speak. Order No. 3 prohibited protest *on any topic* within the restricted zone. Order No. 3 and the supplemental Operations Order did not give officers administering the Orders discretion to allow persons with "favored" views inside the zone and to exclude those with "disfavored" views. Regardless of topic or viewpoint, protestors were prohibited from the restricted zone, as were others who did not fall within the limited exceptions.

Assistant Chief Joiner's Operation Order gave officers guidance (including specific examples) of which individuals were permitted into the restricted zone.[FN62] The Operations Order said, "[v]ehicles and/or pedestrians ... are authorized access inside the perimeter if they have a reasonable purpose for entering the perimeter. A reasonable purpose includes work, shopping at a specific location within the perimeter, or other like type reasonable activity." [FN63] As in *Chicago Park District,* ***1146** "[t]hese grounds [were] reasonably specific and objective, and [did] not leave the decision to the whim of the administrator." 534 U.S. at 324, 122 S.Ct. 775 (internal quotation marks and citation omitted); *see also S. Oregon Barter Fair,* 372 F.3d at 1132; *cf. Gaudiya Vaishnava Soc'y v. City and County of San Francisco,* 952 F.2d 1059, 1065-66 (9th Cir.1991) ("The ordinance [violates the First Amendment because it] provides no specific grounds for granting or denying permits: no explicit

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limits are placed on the Chief of Police's discretion."). We hold that Order No. 3 and the Operations Order did not provide unfettered discretion to officers who were administering the restricted zone.

FN62. The Menotti plaintiffs contended at oral argument that, under *Hague v. Committee for Indus. Org.*, 307 U.S. 496, 59 S.Ct. 954, 83 L.Ed. 1423 (1939), the fact that officers had any discretion to admit persons into the restricted zone rendered Order No. 3 and the Operations Order unconstitutional. We disagree. In *Hague,* the ordinance allowed a city official to deny a permit for a public meeting for any reason believed by the official to be "proper," provided that the denial was for the purpose of "preventing riots, disturbances, or disorderly assemblage." *Id.* at 502 n. 1, 59 S.Ct. 954; *see also Forsyth County v. Nationalist Movement,* 505 U.S. 123, 133, 112 S.Ct. 2395, 120 L.Ed.2d 101 (1992) (holding that a county's parade ordinance granted excessive discretion to a county administrator as to the proper amount to charge for a parade permit, where there were "no articulated standards either in the ordinance or in the county's established practice" and the city administrator was "not required to rely on any objective factors" to determine the proper fee). These cases do not constitutionally prohibit the grant of any discretion to city officials. Rather, the cases hold that city officials must be guided by objective factors and standards when making decisions pursuant to a city ordinance that restricts speech. Here, officers were instructed to grant entrance into the restricted zone to those persons who had a "reasonable purpose" (defined to include "work, shopping at a specific location within the perimeter, or other like type reasonable activity") to enter the zone. The Menotti plaintiffs' argument on this score is unpersuasive.

FN63. The dissent argues that the Operations Order allowed "officers to determine unilaterally what constitutes a 'reasonable purpose,' with no further elaboration on what might be considered 'other like type reasonable activity' " Dissent at 1176. The dissent's selective quotation ignores the guidance provided by the enumeration of specific activities that constituted a "reasonable purpose," such as working or shopping. That the Operations Order listed these commercial activities served to "guide the official's decision and render it subject to effective judicial review." *Chicago Park Dist.*, 534 U.S. at 323, 122 S.Ct. 775.

C

We next address the plaintiffs' contention that Order No. 3 was unconstitutional "as applied." "An as-applied challenge alleges that the restriction on speech is unconstitutional as applied to the litigant's particular speech activity, even though the law may be capable of valid application to others." *Kuba v. 1-A Agric. Ass'n,* 387 F.3d 850, 852, 856, slip op. 14635, 14645 (9th Cir.2004) (internal quotation marks omitted) (quoting *Foti v. City of Menlo Park,* 146 F.3d 629, 635 (9th Cir.1998)). [FN64] The district court concluded that Order No. 3 as applied to the Hankin plaintiffs was a valid time, place, and manner restriction. The Hankin plaintiffs contend that Order No. 3 was unconstitutional as applied to them because the City had adopted a policy of arresting only anti-WTO protestors within the restricted zone.

FN64. In *Kuba* we addressed a facial and as-applied challenge to a state association's policy that prohibited individuals from demonstrating at the association's rodeo and circus, except in designated "free expression zones." *Kuba,* 387 F.3d at 853-55. We held the policy facially unconstitutional because the association failed to prove

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> how a handful of demonstrators would cause congestion or a danger to safety, *see id.* at 859-60, and because the association's policy was not narrowly tailored when it penned demonstrators in "three small, fairly peripheral areas" and did not "sufficiently match" the interest of preventing congestion that could have been achieved with equal effectiveness but less speech-restrictive alternatives, *see id.* at 861-62. *Kuba* differs from the case before us because *Kuba* did not involve significant prior violence such as had marred Seattle. The corresponding governmental interest in *Kuba,* in preventing congestion with potential impact on safety, before the congestion occurred, was less than Seattle's interest in restoring order, after widespread violence, including vandalism and riot.

Hankin submitted a declaration in opposition to the City's motion for summary judgment in which he testified that, on December 1, 1999, he participated in a group march and protest at Westlake Park within the restricted zone. Hankin testified that police surrounded the group and arrested them without any warning, and without any determination as to whether those persons were within the exemptions to Order No. 3. Hankin testified that, immediately after arresting the large group of protestors Seattle police then turned to another portion of Westlake Park, where Hankin was standing, and arrested him and others beside him without determining whether these persons came within the exemptions to Order No. 3. Accepting Hankin's declaration testimony as true, as we must for the purposes of reviewing the district court's grant of ***1147** summary judgment to the City, Hankin's testimony is evidence that the arrest of this group of persons was a "discriminatory enforcement of a speech restriction amount[ing] to viewpoint discrimination in violation of the First Amendment." *Foti,* 146 F.3d at 635; *see also Police Dept. v. Mosley,* 408 U.S. 92, 95, 92 S.Ct. 2286, 33 L.Ed.2d 212 (1972) (invalidating, on Equal Protection grounds, a disorderly conduct ordinance which barred picketing within 150 feet of a school in session, but exempted peaceful picketing of any school involved in a labor dispute, because "the operative distinction is the message on a picket sign").

[16] The City may be held liable for such a violation only if the arresting officers' conduct was a product of City policy or custom. *Monell v. Dep't of Soc. Servs.,* 436 U.S. 658, 691-694, 98 S.Ct. 2018, 56 L.Ed.2d 611 (1978). As we have explained: "Liability may attach to a municipality only where the municipality itself causes the constitutional violation through 'execution of a government's policy or custom, whether made by its lawmakers or by those whose edicts or acts may fairly be said to represent official policy.' " *Ulrich v. City and County of San Francisco,* 308 F.3d 968, 984 (9th Cir.2002) (quoting *Monell,* 436 U.S. at 694, 98 S.Ct. 2018). A municipal "policy" exists when "a deliberate choice to follow a course of action is made from among various alternatives by the official or officials responsible for establishing final policy with respect to the subject matter in question." *Pembaur v. City of Cincinnati,* 475 U.S. 469, 483, 106 S.Ct. 1292, 89 L.Ed.2d 452 (1986) (plurality opinion); *Fairley v. Luman,* 281 F.3d 913, 918 (9th Cir.2002) (per curiam).

[17] There are three ways to show a policy or custom of a municipality: (1) by showing "a longstanding practice or custom which constitutes the 'standard operating procedure' of the local government entity;" (2) "by showing that the decision-making official was, as a matter of state law, a final policymaking authority whose edicts or acts may fairly be said to represent official policy in the area of decision;" or (3) "by showing that an official with final policymaking authority either delegated that authority to, or ratified the decision of, a subordinate." *Ulrich,* 308 F.3d at 984-85 (internal quotation marks and citations omitted). We have held that a municipal policy "may be inferred from widespread practices or evidence of repeated constitutional violations for which the errant municipal

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officers were not discharged or reprimanded." *Nadell v. Las Vegas Metro. Police Dept.*, 268 F.3d 924, 929 (9th Cir.2001) (internal quotation marks and citation omitted).

Although Schell (as then-Mayor of the City) was the City's chief policymaker at the time Order No. 3 was implemented, he testified in deposition that he had "relied on the [police] officers to carry out [Order No. 3] and make sure we had a secure zone for our-for the safety of our citizens and the safety of the delegates." Thus, Schell can be said to have "delegated that authority to ... a subordinate," in this case, Police Chief Stamper. *See Ulrich*, 308 F.3d at 985. Chief Stamper, in turn, delegated the responsibility of planning the City's response to the WTO protests to Assistant Chief Joiner. Joiner, in explaining the City's implementation of Order No. 3, said that: "We're going ... to take the core area where the [WTO] conference is occurring ... and prohibit any demonstrations within that core area for the remainder of the week."

In support of their contention that the City had adopted a policy of suppressing anti-WTO speech in applying Order No. 3, the Hankin plaintiffs submitted declarations[FN65] from persons stating that police refused to allow them to enter the restricted ***1148** zone, even though they came within one of the exceptions to Order No. 3, unless they removed anti-WTO buttons or stickers.[FN66] Martha Ehman testified in a declaration that on December 1, 1999, officers enforcing the restricted zone permitted her to enter after she said that she was going to work in the restricted zone. She testified that, after being permitted to enter, officers told her to stop and remove a piece of tape from her backpack that had the words "NO WTO" on it, and that officers told her she would be arrested if she did not comply. Ehman removed the tape and was allowed to proceed. Lauren Holloway testified in a declaration that, on December 1, 1999, officers enforcing the restricted zone forcibly removed anti-WTO stickers from her clothing on the basis that she was in the "No Protest Zone." Ronald Matyjas testified that, on December 1, 1999, while walking to his office located in the restricted zone, an officer told him that he could not wear the "No WTO" sign that he had affixed to his jacket, and that another officer tore off the sign without permission. Andrew Russell testified that, on December 1, 1999, he was refused entry into the restricted zone because he was wearing a button that said "No WTO," and only after removing the button was he was allowed into the restricted zone. Rita Herkal testified that, on December 1, 1999, officers forcibly removed anti-WTO stickers from her clothing, and that officers told her "You're not allowed to wear stickers."

> FN65. These declarations were submitted in support of the Menotti plaintiffs' motion for partial summary judgment, and in opposition to the City's motion for partial summary judgment.
>
> FN66. Former-Police Chief Stamper also testified via declaration that "the action of the officers [administering the restricted zone] when confronted with that WTO slash through it ... was, you know, take the symbol away, put it in your backpack, or whatever the solution was to that particular problem."

[18] The statements of Assistant Chief Joiner and the declarants, taken in the light most favorable to Appellants, create a genuine issue of material fact as to whether it was the policy of the City to apply Order No. 3 in a manner that excluded only anti-WTO protestors. Viewing the evidence in the light most favorable to the Hankin plaintiffs, such a policy may be inferred due to the "widespread practices or evidence of repeated constitutional violations" and the absence of evidence that police officers were discharged or reprimanded for making the discard of anti-WTO expressive materials an entry ticket to the restricted zone. *See Nadell*, 268 F.3d at 929 (internal quotation marks and citation omitted). We reverse the district court's grant of summary judgment to the City on the constitutionality of Order No. 3 as applied to the Hankin

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plaintiffs, and we remand this issue for trial. Because we so hold, we reverse the district court's order denying class certification and remand that issue to the district court for reconsideration. [FN67]

> FN67. As Order No. 3 was on its face a reasonable time, place, and manner restriction, it follows that all persons who did not enter or who were excluded from the restricted zone because of that order cannot assert a valid claim individually or as a class member. However, any persons who were excluded solely because of the content of their visible communications without regard to the exemptions within Order No. 3, or those such as employees and shoppers, who came within Order No. 3's exemptions, but who were allowed to enter the restricted zone only after removing visible communications, such as buttons or stickers, hostile to the WTO, may assert an as-applied First Amendment claim. Their ability to assert a claim against the City, as contrasted with a claim against the specific officers with whom they interacted, will depend on the factual determination whether their claim is based on a policy of the City of Seattle, an issue on which we have identified a genuine issue of material fact requiring trial. As to any such claimants, we express no opinion whether the requirements for class action certification may be satisfied, leaving that issue for initial consideration in the district court after any due and appropriate proceedings.

***1149** [19][20] However, we affirm the grant of summary judgment to individual defendants Schell and Stamper regarding the Hankin plaintiffs' claims against them. "Supervisory liability is imposed against a supervisory official in his individual capacity for his own culpable action or inaction in the training, supervision, or control of his subordinates, for his acquiescence in the constitutional deprivations of which the complaint is made, or for conduct that showed a reckless or callous indifference to the rights of others." *Larez v. City of Los Angeles,* 946 F.2d 630, 646 (9th Cir.1991) (internal punctuation, quotation marks, and citations omitted). Here, Appellants have presented no evidence, other than the adoption of Order No. 3 and the Operations Order, that either Schell or Stamper personally took part in the alleged constitutional violations or caused the constitutional violations through their individual actions. We have already held Order No. 3 to be facially constitutional, and without evidence that Schell and Stamper personally played a role in the alleged constitutional violations, either directly or by acquiescence or culpable indifference, there is no basis for liability against them in their individual capacities. The evidence presented by the plaintiffs was not sufficient to establish or create a genuine issue of material fact concerning the supervisory liability of Schell or Stamper.

IV

A

We turn to the individual claims of the Menotti plaintiffs. With regard to Menotti, the district court concluded that Seattle police had probable cause to believe Menotti had committed the crime of pedestrian interference[FN68] and obstructing a police officer.[FN69] The district court granted summary judgment on Menotti's Fourth Amendment claim and state law false arrest claim. The district court also granted summary judgment to the City on Menotti's First Amendment claim, holding that Menotti had failed to present evidence that the officers who arrested Menotti acted under a City policy. Menotti appeals the district court's grant of summary judgment to the City and denial of his motion for summary judgment on these issues.

> FN68. Seattle Municipal Code section 12A.12.015 prohibits pedestrian interference. A person commits pedestrian inter-

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> ference where the person, *inter alia,* "intentionally obstructs pedestrian or vehicular traffic." To "obstruct pedestrian or vehicular traffic" is defined as "to walk, stand, sit, lie, or place an object in such a manner as to block passage by another person or a vehicle, or to require another person or a driver of a vehicle to take evasive action to avoid physical contact." Seattle Mun.Code § 12A.12.015.
>
> FN69. Seattle Municipal Code section 12A.16.010 prohibits obstructing a public officer. A person obstructs a peace officer where the person, *inter alia,* "[i]ntentionally and physically interferes with a public officer" or "[i]ntentionally hinders or delays a public officer by disobeying an order to stop given by such officer." Seattle Mun.Code § 12A.16.010.

[21] We first address whether the police had probable cause for Menotti's arrest. "The test for probable cause is whether facts and circumstances within the officers' knowledge are sufficient to warrant a prudent person, or one of reasonable caution, to believe, in the circumstances shown, that the suspect has committed, is committing or is about to commit an offense." *United States v. Puerta,* 982 F.2d 1297, 1300 (9th Cir.1992) (internal punctuation, quotation marks, and citation omitted). The question presented on Menotti's Fourth Amendment claim is whether a prudent person in the position of the ***1150** officers who arrested Menotti would have believed that Menotti was committing the offenses of pedestrian interference and obstructing an officer.

[22] Menotti submitted video evidence showing that just before his arrest Menotti addressed a small group while pedestrians unaffiliated with the group walked by unimpeded. This evidence is contradicted by the deposition testimony of Seattle Police Officer Christopher Myers, one of the officers who arrested Menotti, who testified that he saw Menotti "causing a group to block both vehicular and pedestrian traffic." We, of course, are not empowered to make factual determinations when faced with conflicting evidence. In this procedural context, where summary judgment was given to the City, we must credit the video evidence submitted by Menotti, and consider all evidence in the light most favorable to Menotti. Menotti's video evidence showed that neither he nor the group he addressed interfered at all with pedestrians, and a reasonable jury could find from this evidence, if the jury failed to credit Officer Myers's testimony, that the officers did not have probable cause to arrest Menotti. A genuine issue of material fact concerning whether pedestrians were impeded by Menotti exists, and requires trial for resolution. *See Anderson v. Liberty Lobby, Inc.,* 477 U.S. 242, 247-57, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986).

We also hold that a genuine issue of material fact exists as to whether police had probable cause to arrest Menotti for obstructing an officer. Menotti testified in deposition that when officers approached his group, the officers issued no directives or warnings, and that he ran because the officers wanted the group to disperse. Similarly, the video evidence submitted by Menotti does not show any obvious audible warnings by police immediately before Menotti's arrest. In contrast, Officer Myers testified in deposition that, when officers approached Menotti's group, they yelled "stop, police," and that Menotti started running immediately thereafter. Whatever may be decided by the trier of fact, at the summary judgment stage we must credit Menotti's testimony and conclude that a reasonable jury could determine that there was not probable cause to arrest Menotti for obstructing an officer. A genuine issue of material fact exists whether there was probable cause to arrest Menotti for obstructing an officer, and this issue also must be resolved by trial.

We hold that the district court erred by granting summary judgment for the City on Menotti's Fourth Amendment claim. We reverse the district court's grant of summary judgment dismissing Menotti's §

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1983 claim under the Fourth Amendment and his state law false arrest claim. We remand these claims to the district court for further proceedings.

We turn to Menotti's First Amendment claim. Menotti alleged in his complaint that the City violated his First Amendment rights when officers arrested him. The district court granted summary judgment to the City, reasoning that Menotti "failed to produce sufficiently probative evidence of any City policy or custom that caused a deprivation of his constitutional rights." Based on our ruling above that there is a genuine issue of material fact whether the City had a policy during the WTO conference of suppressing anti-WTO views of persons who might otherwise have qualified for entry into the restricted zone, we reverse the district court's judgment on this issue and remand it to the district court for trial.

B

Sellman was arrested for distributing leaflets within the restricted zone, and the viability of his claims depends entirely on the resolution of his constitutional challenge to Order No. 3. Sellman presented ***1151** no evidence that he was targeted for arrest because of his anti-WTO views. Rather, the undisputed testimony revealed that Sellman was arrested only after Detective Stevens ascertained that Sellman had violated Order No. 3 by being in the restricted zone when he did not come within one of its exceptions, and further that Sellman did not obey an order to disperse. We affirm the district court's grant of summary judgment in favor of defendants on Sellman's claims. [FN70]

> FN70. The parties dispute whether Sellman appeals the district court's grant of summary judgment to Officer Stevens, the officer who arrested Sellman. Sellman's only reference to Officer Stevens in his opening brief was a statement that "[s]ummary judgment should be entered in Sellman's favor, with remand to determine the damages caused by the City, Schell, Stamper, and Stevens." Because this contention was not supported by argument in Sellman's opening brief, we deem it waived. *Humble v. Boeing Co.*, 305 F.3d 1004, 1012 (9th Cir.2002) ("Issues raised in a brief but not supported by argument are deemed abandoned absent manifest injustice."); *see also* Fed. R.App. P. 28(a)(9)(A) (requiring that appellant's brief must contain "appellant's contentions and the reasons for them, with citations to the authorities and parts of the record on which the appellant relies").

C

[23] Stedl testified in deposition that his bag was unlawfully searched and his fliers unlawfully seized by an unidentified officer. Stedl contended that the City was liable, based on 42 U.S.C. § 1983, for an unlawful search and seizure. The district court granted summary judgment for the City on Stedl's claim, holding that Stedl had not presented evidence of a City policy to commit unlawful seizures. As we have already explained, to prevail on a theory of municipal liability, Stedl must show that the unidentified officer acted pursuant to an official policy or custom of the City. *Monell*, 436 U.S. at 691-694, 98 S.Ct. 2018; *Ulrich*, 308 F.3d at 984.

There was no evidence of any City policy authorizing the search of backpacks or the seizure of fliers. Stedl argues that such a policy may be inferred from an alleged pattern of such practices by officers during the WTO conference, but he offered deposition testimony of only two persons, himself and one other protestor, who said that police had unlawfully searched their bags. Even viewing the evidence in the light most favorable to Stedl, he has not offered evidence proving the first method of satisfying *Monell's* policy requirement: there was not evidence of a "longstanding practice or custom which constitutes the 'standard operating procedure' of the local government entity." *Ulrich*, 308 F.3d at 984 (quoting *Jett v. Dallas Indep. Sch.*

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Dist., 491 U.S. 701, 737, 109 S.Ct. 2702, 105 L.Ed.2d 598 (1989)). Similarly, Stedl didn't show "that [the unidentified officer] was, as a matter of state law, a final policymaking authority whose edicts or acts may fairly be said to represent official policy in the area of decision." *Id.* at 985 (internal quotation marks omitted). Nor did Stedl's evidence establish that "an official with final policymaking authority either delegated that authority to, or ratified the decision of, a subordinate." *Id.* A showing of constitutional wrong by a single police officer may support a claim against that officer, but a claim against a municipality may proceed only with evidence that the officer acted under the municipality's policy or custom. Here, Stedl did not show that the unidentified officer acted under an official policy or custom of the City.

We affirm the district court's summary judgment in favor of the City on Stedl's claims.

D

Skove brought First Amendment and Fourth Amendment claims against Officer ***1152** Smith for Smith's seizure of Skove's sign.[FN71] The district court concluded that Smith was entitled to qualified immunity on Skove's Fourth Amendment claim because Smith had probable cause to believe that Skove had committed a crime (violating Order No. 3), and because the seizure involved exigent circumstances. The district court also granted summary judgment to Smith on Skove's First Amendment claim, holding that Smith's actions were a valid time, place, and manner restriction on speech. Skove appeals the district court's grant of summary judgment to Smith on both claims.

> FN71. In his complaint, Skove alleged that Order No. 3 was unconstitutional as applied to him, and that Officer Smith violated Skove's First Amendment and Fourth Amendment rights in seizing Skove's sign. Skove did not allege in his complaint that the City was liable under a theory of municipal liability for an alleged Fourth Amendment violation stemming from Smith's seizure of his protest sign.

[24] We review the district court's grant of qualified immunity de novo. *Elder v. Holloway*, 510 U.S. 510, 516, 114 S.Ct. 1019, 127 L.Ed.2d 344 (1994). Under *Saucier v. Katz*, 533 U.S. 194, 121 S.Ct. 2151, 150 L.Ed.2d 272 (2001), we take a two-step approach in determining whether Smith is entitled to qualified immunity. First, we determine whether Smith violated Skove's constitutional right. *Id.* at 200-01, 121 S.Ct. 2151. If we answer in the affirmative, we proceed to determine whether that right was "clearly established" such that "it would be clear to a reasonable officer that his conduct was unlawful in the situation he confronted." *Id.* at 201-02, 121 S.Ct. 2151. If we determine at the first step that there was no constitutional violation, that ends the qualified immunity inquiry. *Id.*

We address Skove's Fourth Amendment claim and consider whether Smith violated Skove's constitutional rights by seizing Skove's sign. Under the Fourth Amendment, the "right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated." U.S. Const. amend. IV. The Supreme Court has held that "in the ordinary case, seizures of personal property are unreasonable within the meaning of the Fourth Amendment, without more, unless ... accomplished pursuant to a judicial warrant issued by a neutral and detached magistrate after finding probable cause." *Illinois v. McArthur*, 531 U.S. 326, 330, 121 S.Ct. 946, 148 L.Ed.2d 838 (2001) (internal quotation marks omitted). However, when faced with "special law enforcement needs," the Supreme Court "has found that certain general, or individual, circumstances may render a warrantless search or seizure reasonable."[FN72] *Id.*

> FN72. Exceptions to the warrant requirement, for example, include administrative searches, *Donovan v. Dewey*, 452 U.S. 594, 598, 101 S.Ct. 2534, 69 L.Ed.2d 262

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(1981), searches incident to arrest, *see United States v. Edwards,* 415 U.S. 800, 802-03, 94 S.Ct. 1234, 39 L.Ed.2d 771 (1974), automobile checkpoint searches, *see Mich. Dep't of State Police v. Sitz,* 496 U.S. 444, 455, 110 S.Ct. 2481, 110 L.Ed.2d 412 (1990), reasonable detention of suspects during the execution of a search warrant, *see Michigan v. Summers,* 452 U.S. 692, 702-05, 101 S.Ct. 2587, 69 L.Ed.2d 340 (1981), limited searches for weapons based on reasonable suspicion, *see Terry v. Ohio,* 392 U.S. 1, 27, 88 S.Ct. 1868, 20 L.Ed.2d 889 (1968), and exigent circumstances, *see United States v. Place,* 462 U.S. 696, 701, 103 S.Ct. 2637, 77 L.Ed.2d 110 (1983). We have defined exigent circumstances to include "those circumstances that would cause a reasonable person to believe that entry ... was necessary to prevent physical harm to the officers or other persons, the destruction of relevant evidence, the escape of the suspect, or some other consequence improperly frustrating legitimate law enforcement efforts." *United States v. McConney,* 728 F.2d 1195, 1199 (9th Cir.1984) (en banc).

***1153** [25] Smith contends that his seizure of Skove's sign was lawful because Smith had probable cause to arrest Skove for being in the restricted zone and not within Order No. 3's exemptions. We agree that Smith had probable cause to arrest Skove because, by engaging in protest inside the restricted zone without evidence that he was exempt, Skove had violated Order No. 3. However, it is uncontested that Smith did not arrest Skove. Had Skove been arrested, ample precedent would permit a search or seizure "incident to arrest." *Knowles v. Iowa,* 525 U.S. 113, 116-17, 119 S.Ct. 484, 142 L.Ed.2d 492 (1998) (noting that the two historical rationales for the search incident to arrest exception are "(1) the need to disarm the suspect in order to take him into custody, and (2) the need to preserve evidence for later use at trial"). We decline to extend the doctrine of "search incident to arrest" to give protection for a warrantless search or seizure when no arrest is made. It may be that Officer Smith declined to arrest Skove because Skove walked away and Officer Smith decided to maintain his post. Whatever Officer Smith's reason for not making the arrest, the seizure cannot be justified as incident to an arrest. Had an arrest been made, Smith could argue the sign was seized as evidence, *McArthur,* 531 U.S. at 331-32, 121 S.Ct. 946, but without an arrest, we do not see how Smith legitimately could be concerned about a need to preserve evidence of a crime from being destroyed.[FN73]

FN73. Smith argues that Skove voluntarily abandoned Skove's interest in the sign when he walked away from Smith after the seizure. This argument misses the point. The sign was seized before Skove walked away. The lawfulness of the seizure had to be shown based on evidence existing before or at the time of the seizure. Skove's departure after the sign's seizure is not material on this score.

There is some merit to the argument that where there is probable cause to arrest, evidence of the crime may be seized and the seizure considered valid even if the arrest is not completed. *See Roaden v. Kentucky,* 413 U.S. 496, 504, 93 S.Ct. 2796, 37 L.Ed.2d 757 (1974) (recognizing that "the probable cause for an arrest might justify the seizure of weapons, or other evidence or instruments of a crime, without a warrant"). A supporting reason would be that police in some settings might have to disregard competing duties to pursue and complete an arrest where, as here, a suspect walks away. Yet, we reject this position because, if police aims to arrest are so weak that they do not detain a suspect, then it seems incongruous to say that a seizure of evidence can be lawfully made without a warrant. We decline to extend the exception to warrant requirements for seizures incident to arrest to instances in which a police officer seizes evidence of a crime, but makes no arrest.

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[26] Viewing the evidence in the light most favorable to Skove, as we must in reviewing the district court's grant of summary judgment to Smith based on qualified immunity, when Smith encountered Skove there was no exigency requiring seizure of Skove's sign without a warrant. When the encounter took place on December 2, 1999, Seattle police had met with tens of thousands of non-violent and violent protestors who had inflicted severe damage on the downtown, which led to the City's promulgation of Order No. 3. The City's law enforcement resources (and officers themselves) had been taxed severely. But Smith faced a relatively calm situation at the point and time he encountered Skove on December 2. The City did not present evidence that Smith was dealing with violent protestors when he encountered Skove. By contrast, Smith's deposition testimony indicated that, just before ***1154** he saw Skove, Smith was talking with a fellow officer and "taking in the atmosphere." Viewing the evidence in the light most favorable to Skove, Smith when seizing Skove's sign was not then actively engaged in preventing others from entering the restricted zone, nor was he immediately engaged in combating violence. In fact, Skove submitted video evidence that, in the light most favorable to Skove, shows that others were not immediately present and the circumstances were not exigent when Smith confronted Skove and seized his sign.

[27] We also decline to establish a general exception to the Fourth Amendment's warrant requirement for conduct that, absent special needs consistent with the Supreme Court's precedents, is asserted to be "reasonable." It has long and consistently been the law that exceptions to the warrant requirement preceding searches and seizures are for defined categorical circumstances. *See McArthur*, 531 U.S. at 330-31, 121 S.Ct. 946 (listing examples of exceptions to the warrant requirement). Because an arrest was not made, and no established exception justifies the warrantless seizure on undisputed facts, we conclude that there is a genuine issue of material fact bearing on exigency and whether Smith's seizure of Skove's sign violated the Fourth Amendment's protection against unreasonable seizures.

We proceed to the second step of qualified immunity analysis, under which we must determine whether the right was clearly established. *Saucier*, 533 U.S. at 201, 121 S.Ct. 2151. We have held:

> Whether a right is "clearly established" for purposes of qualified immunity is an inquiry that must be undertaken in light of the specific context of the case, not as a broad general proposition. In other words, "[t]he contours of the right must be sufficiently clear that a reasonable official would understand that what he is doing violates that right."

Graves v. City of Coeur D'Alene, 339 F.3d 828, 846 (9th Cir.2003) (quoting *Saucier*, 533 U.S. at 201-02, 121 S.Ct. 2151) (alteration in original).

[28] The question before us then becomes whether a reasonable officer in Smith's position would have understood that he could not lawfully seize Skove's sign absent an arrest of Skove or exigent circumstances. We have rejected the position that a seizure could be made based on probable cause to arrest, when the arrest was not completed. Moreover, viewing the evidence in the light most favorable to Skove, we cannot say that the circumstances were indisputably exigent at the time and place Officer Smith confronted Skove and seized his sign. Because the exceptions to the Fourth Amendment's warrant requirement have been categorically defined, and because "in the ordinary case, seizures of personal property are unreasonable within the meaning of the Fourth Amendment ... unless ... accomplished pursuant to a judicial warrant issued by a neutral and detached magistrate after finding probable cause," *McArthur*, 531 U.S. 326, 330-31, 121 S.Ct. 946, 148 L.Ed.2d 838 (internal quotation marks omitted), we hold that a reasonable officer in Smith's position would have understood that his warrantless seizure of Skove's sign without an arrest and without exigency offended the guarantees of the Fourth Amendment. We therefore reverse the

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district court's grant of qualified immunity to Smith on Skove's Fourth Amendment claim.[FN74]

> FN74. Skove contends that he is entitled not only to reversal of the summary judgment given Smith, but also to a grant of summary judgment establishing Smith's liability for the seizure of Skove's sign. On this requested summary relief for Skove, we view the evidence in the light most favorable to Smith, rather than as we have viewed it above most favorably to Skove. Smith testified by declaration that when he seized Skove's sign he intended to "detain Mr. Skove to determine whether he was authorized to be in the zone." Smith also said in his declaration that "[g]iven the nature and extent of the protests in the area and my assignment, I decided not to pursue Mr. Skove to detain him or arrest him for violating [Order No. 3] and ignoring my directives." Viewing the evidence in the light favorable to Smith, we conclude that there are genuine issues of material fact whether the circumstances at the time and place of the seizure showed sufficient exigency to justify warrantless seizure. *See, e.g., McConney,* 728 F.2d at 1199. The factual issue of exigency must be presented to a trier of fact.

***1155** [29] As for Skove's First Amendment claim against Smith, we determine that the district court properly granted summary judgment to Smith. To prevail on his First Amendment claim, Skove must provide evidence showing that Smith "deterred or chilled [Skove's] political speech and such deterrence was a substantial or motivating factor in [Smith's] conduct." *Sloman v. Tadlock,* 21 F.3d 1462, 1469 (9th Cir.1994). Smith testified in deposition that he approached Skove and seized Skove's sign because Skove was engaged in protest, an activity Smith knew to be prohibited by Order No. 3. Skove submitted no evidence to the district court to establish that Smith's actions were motivated by opposition to Skove's political beliefs or that Smith's actions were motivated by a desire to chill Skove's speech. Viewing the evidence in the light most favorable to Skove, we conclude that the district court properly granted summary judgment to Smith on Skove's First Amendment claim, and we affirm the district court on this issue.

E

We reverse the district court's grant of summary judgment to the City on Menotti's Fourth Amendment and false arrest claims and remand those claims for trial. We also reverse the district court's grant of qualified immunity to Officer Smith, and remand for trial the issue of Smith's liability for the seizure of Skove's sign. We affirm the district court's dismissal of all other claims asserted by Menotti, Sellman, Stedl, and Skove.

V

Justice Stewart once observed for the Supreme Court, in no uncertain terms, that "[t]he guarantees of the First Amendment have never meant that people who want to propagandize protests or views have a constitutional right to do so whenever and however and wherever they please." *Greer v. Spock,* 424 U.S. 828, 836, 96 S.Ct. 1211, 47 L.Ed.2d 505 (1976) (quoting *Adderley v. Florida,* 385 U.S. 39, 47-48, 87 S.Ct. 242, 17 L.Ed.2d 149 (1966)).[FN75] When a city is charged with the critically important responsibility of hosting a convention of world leaders, a setting in which the eyes of the world are on the city and our country, and our nation's reputation is at stake as well, the city must have the power to maintain civic order in a responsible way that does not unduly interfere with the gathered convention or with civil liberties. In balancing desired freedom of expression and the need for civic order, to accommodate both of these essential values, a measure of discretion necessarily must be permitted to a city, on the scene with direct knowledge, to fashion remedies to restore order once

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lost. It may be that a violent subset of protestors who disrupt civic order will by their actions impair the scope and manner of how law-abiding protestors are able to present their views.

> FN75. Justice Stewart's quoted observation was made in the context of the Court's decision restricting protest on a military base. The same idea, however, animates the permissibility of reasonable time, place, and manner restrictions on protest in a public forum.

***1156** Given the breakdown of public order that confronted Seattle, we decline to hold unconstitutional the City's implementation of procedures necessary to restore safety and security to its residents and to the visiting world leaders. As occurred in this case, a city hosting an important meeting may be besieged with tens of thousands of persons, some with lawful intentions in the best tradition of civic protest, but others with violent and disruptive aims. When violent protestors substantially disrupt civic order, there must necessarily be consequences for all if a city is to satisfy its superordinate duty to provide safety and security. While respecting the liberty of protestors, a city must be permitted to act reasonably, within the bounds of the Constitution, to fulfill its responsibilities of providing physical security and the maintenance of order that is required for all of a city's residents and visitors.

We reject the facial challenges to Order No. 3, as well as the general challenge to police discretion implementing it under the Operations Order. In most respects, and particularly in regard to the permissibility of the City's adoption of Order No. 3 and its accompanying Operations Order, we affirm the judgment of the district court. However, as explained above, viewing the evidence in the light most favorable to Appellants, in some instances police conduct may have gone too far and infringed certain individual protestors' constitutional rights by making the content of their expressed views the test for their entry into the restricted zone. We reverse and remand to the district court the Hankin plaintiffs' as-applied challenge to Order No. 3, as well as the issue of class certification. We also reverse and remand to the district court identified issues regarding the arrest of Menotti and the seizure of Skove's personal property. On the record before us, we conclude that trial of disputed facts is necessary on the claims for which we reverse and remand.

AFFIRMED IN PART, REVERSED IN PART, AND REMANDED.

***1357**

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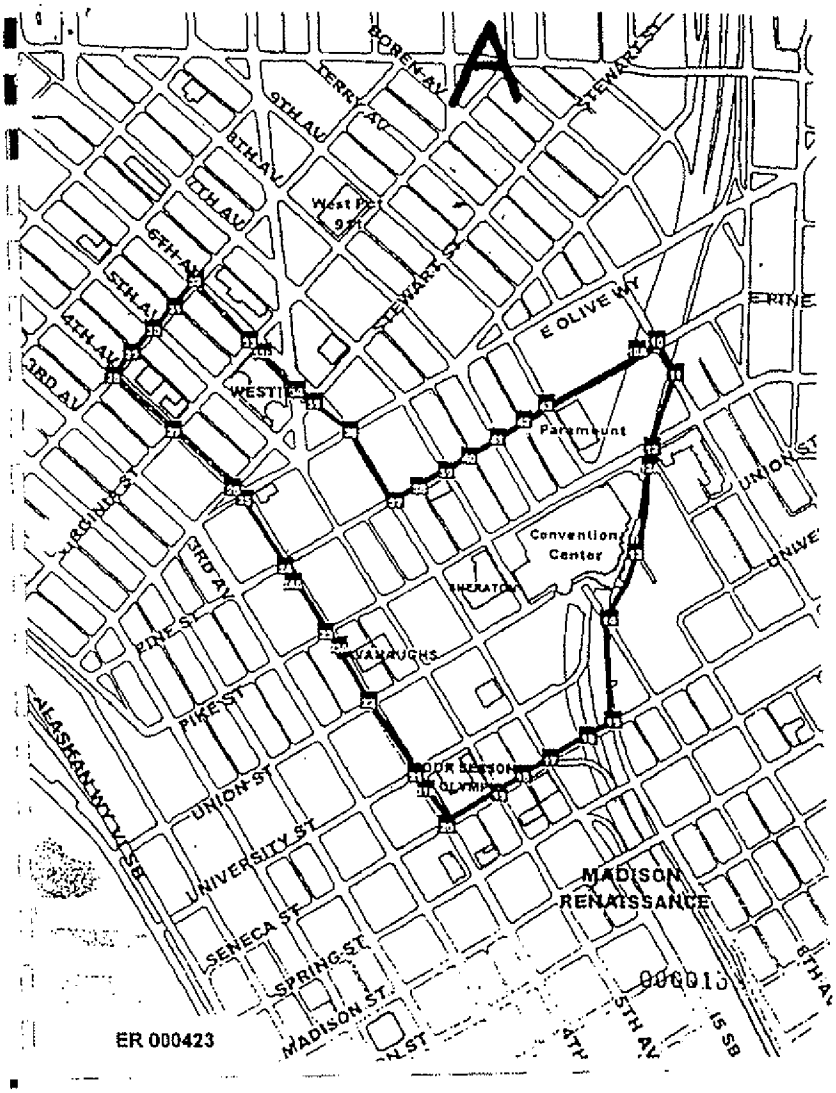
409 F.3d 1113, 05 Cal. Daily Op. Serv. 4630, 2005 Daily Journal D.A.R. 6366
(Cite as: 409 F.3d 1113)



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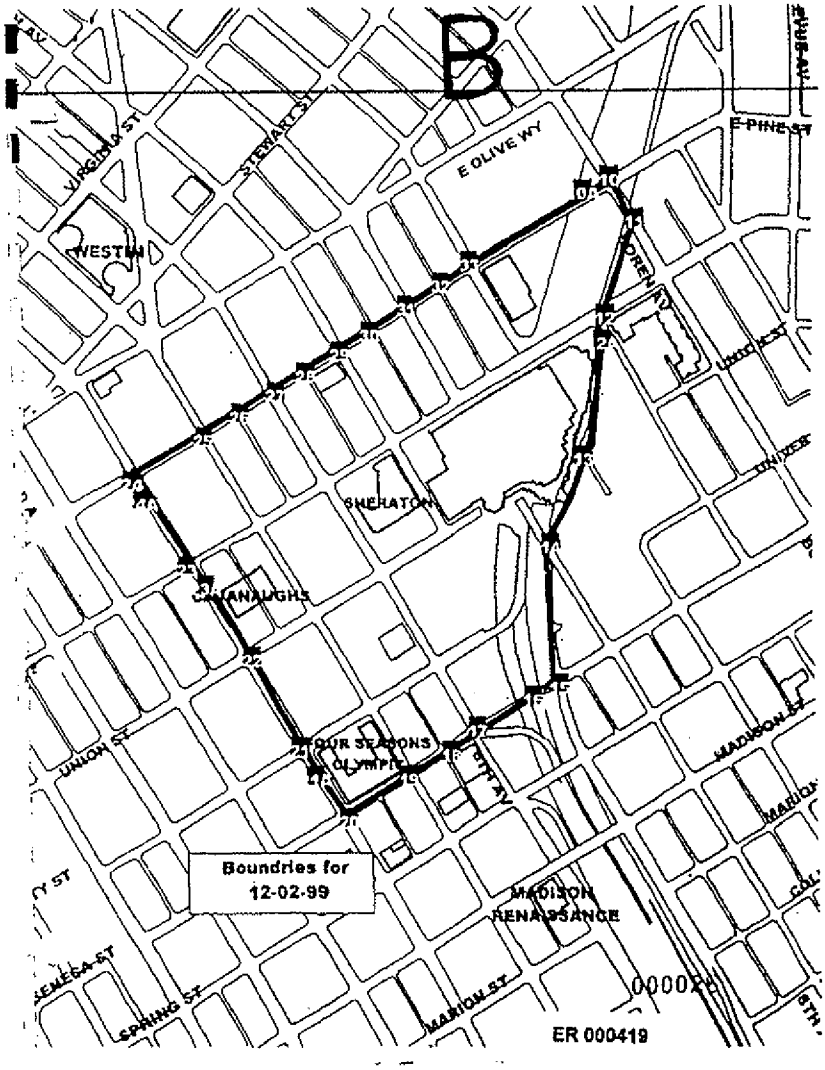

PAEZ, Circuit Judge, concurring and dissenting:

I concur in the majority's holding that Seattle's Civil Emergency Order Number 3 (Order No. 3) was content-neutral and served a significant government interest. I cannot agree, however, that Order No. 3 was narrowly tailored and left open ample alternative channels of communication. I also disagree with the majority's determination that Order No. 3 provided adequate guidance to the law enforcement officers who were assigned the task of maintaining the perimeter of the "No Protest Zone." [FN1] Accordingly, I respectfully dissent from *1159 Parts III.A.2-3 and III.B of the majority's opinion.

FN1. According to Assistant Seattle Police Chief Harvey Ferguson, "that was the term that was being used" until "word came out ... that was an inappropriate term" and the name was changed to "restricted zone." As I explain in Part I.B., below, the City's policy was to keep this area protest-free. City officials, police, and demonstrators all used the term "No Protest Zone" to refer to the area, and therefore I use that term throughout this dissenting opinion.

Assuming that Order No. 3 had been a valid time, place, and manner restriction on protected speech, I agree with the majority that the *Hankin* class action plaintiffs have raised material triable issues of fact

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regarding their claim that City officials enforced Order No. 3 to suppress the First Amendment speech of those individuals who sought to protest the World Trade Organization's policies. The *Hankin* class action plaintiffs should be permitted to proceed with their challenge to the Order as applied, and I therefore concur in Part III.C. of the majority opinion.[FN2]

> FN2. Because I would hold that Order No. 3 is constitutionally invalid, I would reverse the district court's adverse ruling as to Thomas Sellman and remand for further proceedings. I therefore dissent from Part IV.B. As I explain in more detail in Part III, *infra,* I concur in Parts IV.A and D of the majority opinion that Victor Menotti and Doug Skove have presented sufficient evidence to create material factual disputes for trial. I dissent, however from Part IV.C, affirming the summary judgment ruling against Todd Stedl.

The heart of my disagreement with the majority is its conclusion that Order No. 3 was narrowly tailored, that it left ample alternative avenues of expression and that, as implemented, it gave sufficient guidance to law enforcement officers to determine who could be admitted into the No Protest Zone. The majority concludes that the City's ban on all expressive activity in the 25 square blocks surrounding the WTO convention and hotels that housed WTO delegates passes our searching First Amendment review. I cannot agree, and in my view that conclusion is inconsistent with our long tradition of protecting free speech even when that protection may seem inconvenient.

The majority is correct that our inquiry into the content neutrality of Order No. 3 focuses only on the face of the Order itself. But in evaluating whether Order No. 3 is narrowly tailored and leaves open ample alternative avenues of expression, we look deeper than the text. Instead, "we must consider the [City]'s authoritative constructions of the ordinance, *including its own implementation* and interpretation of it." *Forsyth County v. Nationalist Movement,* 505 U.S. 123, 132, 112 S.Ct. 2395, 120 L.Ed.2d 101 (1992) (emphasis added). While the text of Order No. 3 may be content neutral, the City's policy was to apply the law selectively such that it was not narrowly tailored to serve its asserted non-speech-related interest of preserving safety and order. As the Seattle City Council put it, "while [Order No. 3] might have met legal scrutiny on paper, [it] resulted in actions that were explicitly intended to limit protest." Report of the WTO Accountability Review Committee, Seattle City Council, at 5 (Sept. 14, 2000) (hereinafter "ARC Report").

I. Facts

A.

The picture painted in the majority's version of the events surrounding the WTO convention in Seattle fails to capture the full story. I agree with the majority that the violent protestors created a dangerous, even chaotic situation in Seattle that warranted substantial responsive measures by the City to restore order. The City surely had a significant interest in taking remedial action. Even in light of the serious violence, however, the City's response-cordoning off a 25-square-block area of downtown Seattle to restrict all forms of protest-was not constitutionally justified.[FN3] The majority opinion omits ***1160** several crucial facts that undermine its portrayal of a city in crisis. First, contrary to the majority's assumption, Order No. 3 was not justified by "the dire facts confronting the City in the early morning hours of December 1 during the WTO conference." *Maj. op.* at 1140. As Assistant Seattle Police Chief Edward Joiner's deposition testimony made clear, the decision to declare a state of emergency and to impose the police perimeter around the downtown area was *not* made in direct response to the violence and vandalism. That decision instead followed the realization that many of

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the peaceful protestors from the large, well-organized labor march would not be leaving Seattle. The crowd was simply larger than the police had anticipated. Joiner testified that

> [a]s the march concluded and it became evident that a sizeable portion of the marchers were not going to leave the downtown area as we anticipated and it became clear that we were not going to be able to bring the situation under control without taking some sort of drastic action, I made the decision that the only-the only recourse we had was to establish the police perimeter where we could provide security for the delegates and so forth.
>
> Making the decision to impose the police perimeter, the City drew no distinction between peaceful protestors and those likely to cause violence-Joiner, for example, testified that during this process, the concept of peaceful and non-peaceful protestors "merged."

Second, although I do not suggest that the violence confronting the City was insignificant, the majority's account exaggerates its pervasiveness. The ARC Report, for example, noted that even according to the highest estimates, only "well under one percent" of the demonstrators in Seattle engaged in acts of vandalism or violence. ARC Report at 3. Mayor Paul Schell agreed that he had "expected the vast majority of the protestors to be peaceful, and, in fact, it turned out that the vast majority of protesters were peaceful." At a press conference at approximately 5:00 p.m. on November 30, Mayor Schell maintained that the protestors for the most part "were friendly-they were our sons and daughters, they were our neighbors, they were the people who we work with. And there's no reason to be afraid of them." The peaceful protestors even made efforts to prevent the violence by, for example, blocking vandals from access to store windows they attempted to break.

Further, the majority does not paint a clear picture of the situation confronting City officials at the time they adopted the Order. The violence of November 30 had ended before Order No. 3 was implemented. The nighttime curfew-not challenged here-had gone into effect and the streets of downtown Seattle were calm and under control. On Tuesday night, at roughly 8:00 pm, the police did a sweep of the streets and, according to Joiner's testimony, discovered that "[a]t that time all of the demonstrators had left. The situation was under control. It was quite peaceful."[FN4]

> FN3. The majority states that "[t]he whole world witnessed the rampant violence and chaos in the streets of Seattle at the outset of the WTO meeting." *Maj. op.* at 1120 n. 7. But as the Seattle City Council suggested, those images may not have accurately reflected the situation in Seattle, as peaceful political demonstrators "were drowned out by press coverage of disturbances." ARC Report at 4.

> FN4. The majority's warning that "[e]ven a fierce battle may experience a respite of calm, and the calm of an evening can precede a storm in the morning[,]" *maj. op.* at 1131 n. 33, is alarmism supported by neither the evidence nor the law. The fact that violence had ended and Seattle's streets were calm when the Mayor issued the Order is undisputed in the record. Nonetheless, the majority provides the City "reason to believe ... that the violence attendant to the WTO conference had not ended prior to Order No. 3's enactment, but had just temporarily subsided and would resume contemporaneous with WTO proceedings." *Id.* at 45 n. 44. At the summary judgment stage, however, we must view the evidence in the light most favorable to the nonmoving party. *Balint v. Carson City,* 180 F.3d 1047, 1054 (9th Cir.1999) (en banc). Only by viewing the evidence in the light most favorable to the *City* can the majority conclude that the violence had "temporarily subsided." With this improp-

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> er factual determination, the majority sidesteps binding circuit law, which holds that "the occurrence of limited violence and disorder on one day is not a justification for banning all demonstrations, peaceful and otherwise, on the immediately following day (or for an indefinite period thereafter)." *Collins v. Jordan*, 110 F.3d 1363, 1372 (9th Cir.1996).

***1161** As the violence on November 30 erupted, the police responded with force that, as the City Council's report concluded, likely intensified the situation. "As authorities lost control of the streets they resorted to methods that sometimes compromised the civil rights of citizens *and often provoked further disturbance.* " ARC Report at 3. The police response "was sometimes out of proportion to the threats faced" and included "seemingly gratuitous assaults on civilians." *Id.* at 4. Plaintiffs' expert Robert Klotz, the former Commander of the Special Operations and Traffic Division in the Washington, D.C. police force, concluded that "the state of emergency declared on November 30, 1999 was to a large extent an emergency of the City's own making." Klotz continued,

> Being seen and heard is why demonstrators come to the event, and if they feel they are barred from doing so, it will simply make the crowd angry and more dangerous. It also makes the police the object of dissatisfaction, rather than the original source of protest. It can also motivate some people to protest police activity who never wanted to be involved originally.

One consequence "was to bring sleepy residents out of their homes and mobilize them as 'resistors.' " ARC Report at 11.

City officials were apprised of the large number of protestors planning on coming to Seattle well in advance of the conference. Klotz stated in his declaration that "[t]he preconference estimates of the size of the crowds were generally consistent with the number of people who actually attended." At a police training on demonstration management and crowd control that Seattle Police Captain Jim Pugel attended in July 1999, officials "said on a scale of 1 to 10 the WTO rated about a high 8." Furthermore, the violence that occurred in the weeks leading up to the conference should have put the City on notice that they would need to plan well for the event. *See maj. op.* at 1120. According to Captain Pugel's own After Action Report, police officials were aware by at least November 28-if not earlier-that protest groups were "intent on facilitating between 500 and 1,500 'civil disobedience' arrests" on November 30. They also knew at that time that they had insufficient resources and "that we might not be able to sustain the arrest of so many persons." There should have been no surprises.

According to the ARC Report, however, "[p]lanning for the WTO was driven by political and cost considerations that undermined the city's ability to cope with the disorders that ensued." ARC Report at 8. The Report found that the "city government failed its citizens through careless and naive planning, poor communication of its plans and procedures, confused and indecisive police leadership, and imposition of civil emergency measures in questionable ways." *Id.* at 3. Klotz similarly concluded that the City "did not adequately plan or train for the WTO conference," focusing its attention on highly unlikely events rather than "events that were, according to the available intelligence, quite likely to occur (i.e., organized civil disobedience and some vandalism)."

***1162 B.**

The manner in which the City implemented Order No. 3 is also worthy of more searching inquiry than the majority affords. The plaintiffs submitted a great deal of evidence to undermine the City's claim that Order No. 3 was necessary to contain and prevent the violence of November 30. Notably, the Order allowed anyone who did not visibly display opposition to the WTO to enter the zone, without regard to dangerousness or likelihood of violence.

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While the police scoured for "No WTO" signs and buttons, there was no evidence that officers checked bags for crowbars, weapons, or bombs. Lauren Holloway, for example, stated in her declaration that the officers she encountered at the perimeter "did not search me for weapons or ask for ID. They were only interested in our signs and stickers, which they either confiscated or forced us to remove." Andrew Russell recounted a similar experience in his declaration. But this "selective or partial" No Protest Zone did not serve the City's safety and security interests, as Klotz explained:

> [I]t does not serve security goals to have a supposedly secure area where a very large number of inessential people are allowed to enter and roam at will. By giving a free pass to people who claimed to live, work, or even shop at locations within the zone, the City's orders allowed a very large number of people into this supposedly secure area.... Serious terrorists or other people bent on breaking the law will have no trouble taking off their anti-WTO stickers at the boundary and pursue their plans once inside the zone.

The plaintiffs also presented significant evidence that even as members of the general public were permitted entry, protestors were turned away from the No Protest Zone. Police Chief Norman Stamper testified that, under the Operations Order that implemented Order No. 3, "a reasonable purpose does not include coming into the area for protests, so I think the language itself gives rise to the claim that this had become a no-protest zone." At least as late as Friday, December 3, official documents referred to the area as the " 'No protest' zone." Seattle Police Officer Christopher Myers in his deposition testimony referred to it as "the protest zone. There was where protesters were allowed. There was where protesters weren't allowed." And testimony from several protestors reveals that police officers guarding the perimeter used the term "No Protest Zone" when speaking with the public.

Stamper clarified in his deposition that "[f]rom [the line officers'] point of view it effectively meant anybody coming in to protest" would be excluded from the zone. Joiner testified that City officials even considered the idea of allowing in peaceful demonstrators but rejected it, "because I think at that time it had been made very clear there were not going to be peaceful demonstrations within that area." If a person attempting to enter the zone did so, not for the purpose of shopping, but instead intended, individually, to peacefully protest, "she would not have been allowed in."

According to the City Council's report, "officers in the field were briefed with instructions that there would be no protests allowed." ARC Report at 15. Seattle Police Officer Ron Smith testified that, according to "the briefing [he] was given," protesting was not a legitimate reason to enter the zone. The State Patrol, one of the cooperating law enforcement agencies, made that policy explicit: its response plan for December 1 stated that "[o]nly people with legitimate business will be allowed to enter, (working in the area, live, etc.) [sic]. Obvious protesters, people *1163 without legitimate business, or people that refuse to give information will not be allowed in the area." In a televised public address, Joiner warned, "Anyone that goes into that area to protest will be arrested immediately."

Even those who should have been granted access to the zone according to the plain terms of the Order, such as people who lived or worked in the zone, were denied entry if they wore "No WTO" stickers or carried protest signs. Officer Smith testified that the policy as conveyed to him by the Mayor was that "[e]ven if you live there, you are not supposed to be protesting" because "the protest area is down south of Seneca and west the Fourth [sic]. That's what the Mayor said." The plaintiffs offered numerous examples of Seattle police enforcing just such a policy. Michael Louis Evanson, for example, stated in his declaration that while on his way to a tuxedo fitting on 4th Avenue, he was stopped by police officers who snatched his hat and ripped off a sticker that read: "WTO: If it doesn't work for working families, it doesn't work." An officer also reached

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under Evanson's poncho without permission, grabbed papers he was holding and would not return them. The papers were invitations to a party at the Methodist Church that had nothing to do with the protest.

Martha Ehman, an attorney who worked within the zone, declared that she passed through the perimeter by following the same route she normally took to walk to work every day. She saw three people in business suits pass through the perimeter without being stopped, but she was dressed casually and officers asked her where she was going. They let her pass when she told them where she worked, but as she walked away the officers yelled for her to stop when they noticed that the words "No WTO" were written in masking tape on her backpack. They asked her to remove it and she refused; they then informed her if she did not remove the tape she would be arrested. To avoid arrest, Ehman did as the officers instructed.

Ronald Matyjas also worked downtown, at his architect office just north of the Pike Place Market. He stated in his declaration that on December 1, he wore his typical work attire "with one difference: I had a[n 8.5 x 11"] sign attached to the back of my raincoat that said "No WTO." As he was walking to work, he attempted to pass through the perimeter but he was stopped by an officer who asked him why he was walking through the area. Matyjas replied that he was on his way to work. The officer told him he could not go downtown with that sign on his coat; another officer tore the sign off without Matyjas's permission. Matyjas noted that "[t]he other officers standing nearby did nothing to stop or correct the officers that confronted [him]."

Ehman, Matyjas, and Andrew Russell all stated in their declarations that once they took off their political signs, for the remainder of the week they were not stopped by police. They were *only* stopped for wearing political messages.

Michael W. Gendler, another Seattle attorney, was a partner at a law office located on the edge of the zone at Fourth Avenue and Pike Street. He declared that he and three of his employees left their office carrying three protest signs which read, respectively, "Downtown Workers Against the WTO," "Protect Free Speech!," and "Say No to WTO" with the words "No Sale" imposed over a picture of the globe. When they attempted to enter the zone, police stopped them and refused entry even after Gendler showed the officers his business card and address. Gendler cited Order No. 3 and told the officer that he had a right to enter because he was an "owner of a business within the ***1164** limited curfew area." The group was not allowed to enter. Gendler then got rid of his sign and the group walked one block further to another entrance, where Gendler (no longer displaying any anti-WTO messages) simply walked through the perimeter "without being stopped or questioned by any of the officers." His employees, however, still held their signs and they were stopped by officers who told them "they would not be allowed to proceed because they were attempting to enter a 'no protest zone.' " They again displayed their business cards and again were denied entry. "Both were informed that they could proceed without their signs, but not with them." They abandoned their signs and proceeded to enter the zone.

In many other cases, police officers simply made no attempt to determine whether or not an individual was authorized to enter the zone once they spotted any anti-WTO protest material. Andrew Russell, for example, was stopped by an officer as he attempted to enter the zone wearing a "No WTO" button. An officer told him that he could not wear his button inside the "No Protest Zone. He used that specific term." Russell was allowed to enter the zone and keep the button only after removing it from his clothes and putting the button away.

Liad Kantorowicz and her friend Lauren Holloway were stopped by the police at the perimeter. Kantorowicz held a sign and wore three stickers; two "No WTO" stickers and one sticker on her chest which read, "Attention Police Enforcement Officer,

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I refuse ... to speak to you. I demand to have my phone call. I demand to call a lawyer." The sticker also included phone numbers of lawyers. An officer noticed Kantorowicz's sign and asked to take it away. When she refused to give it to the officer, Kantorowicz recounted,

> he just grabbed the sign from me and took it, threw it over his shoulder. And I said, "Can I have my sign back? It's my property." Maybe at that point he said, "No. This is a no-protest zone."

An officer then grabbed Kantorowicz and removed the stickers from her clothing.

Holloway carried a sign that read, "It's Our Duty, It's Our Right, To Fight the Power." She also wore stickers with various WTO-related slogans. When she approached the perimeter, officers grabbed her sign, crumpled it up, and threw it away behind a line of police. They told her and Kantorowicz that they were in the "No Protest Zone" and that they would have to take off every anti-WTO sticker or they would be arrested. When an officer grabbed Holloway's arm, she told him she would remove the stickers herself "[t]o get him to leave me alone."

Sue Bastian, a schoolteacher who traveled to downtown Seattle for the WTO protests, recounted, "I was just a little old lady on my way to the Methodist church carrying these signs in a bag, and I was simply walking down the street on my way to the church." In a bag, she carried one sign that read "Free Trade is Slave Trade" and another that read "Global Cops for Global Corps." She was outside the police perimeter and she did not believe that she was within the zone established by Order No. 3. Nonetheless, she stated in her declaration that a police officer approached her and blocked her pas- sage,

> and then I was surrounded by four or five others. One of them-or somebody took my WTO sticker off my rain jacket. The sticker was underneath my backback. And one of the police took my signs away from me and looked at them and handed them to another policeman, who took them over onto the sidewalk and broke them.

The officers told her she was not allowed in the zone, refused to return her signs ***1165** and told her "if you don't be quiet and leave, I will have you arrested."

Rita Herkel had a similar experience on her way to the Methodist Church. At the northeast corner of Fourth and Spring, Herkel and her friends were waiting for the light to change so they could cross the street when three police officers approached them. Herkel and her friends were wearing lime green stickers approximately 3 x 5" that read "No to WTO." The officers said, "You're not allowed to wear stickers," and began tearing the stickers off of Herkel's clothes without permission. They searched her friend's backpack, also without permission, but did not say what they were looking for. While forcibly removing the stickers from another woman in the group, the officers tore her coat.

Harold Green, an attorney in Seattle, heard on television that a "no protest zone" had been established downtown. As he stated in his declaration, "[t]hat struck me as an unconstitutionally broad edict, so I determined to learn from personal experience what the scope of the edict was." He wrote the words "I PROTEST!" on the back of one of his business cards and, wearing a suit and tie, approached an officer at the perimeter and

> asked politely, "If I ask you a question, will I be subject to arrest?" He said that I would not. I then pulled my business card from my pocket, showed him the side which said "I PROTEST!," and asked him, "If I were to cross this line and display this card, would I be subject to arrest?"
>
> He immediately responded that I was subject to arrest at that moment. I then asked him, " Am I in a zone where what I am doing is illegal?," and he repeated that I would be arrested if I did not leave.

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> I was immediately confronted by two or three other riot police officers with visored helmets and long night sticks who began to shout repeatedly at me, "Go!", "Just Go!" ... As I did not want to be arrested, I put the card back in my pocket and walked back down (west) Spring Street.

Plaintiff Doug Skove similarly went downtown to protest after hearing a news broadcast describe the zone as a "no protest zone." He went inside the zone carrying a sign that said "I have the right to protest non-violently." Skove testified at his deposition that Officer Ron Smith grabbed the sign out of his hand without Skove's permission, saying "I'm going to take that" before any other communication between the two. Smith told him to come over but Skove instead walked away and was not pursued. This incident was captured on videotape.[FN5] Officer Smith never ascertained whether Skove was authorized by the Operations Order to be within the zone before tearing the sign away from him. Smith testified in deposition that he determined only that Skove "appeared not to belong there" because "[h]e was walking around with a sign." Skove then went to the corner of Fifth Avenue and Pike Street and took out a second sign, where another unidentified officer again took the sign from his hands without permission and without any prior verbal exchange.

> FN5. The videotape shows Smith approaching Skove and asking, "What did the Mayor tell you? Okay? Other side of Fourth, other side of Seneca, right?" Smith then ran toward Skove, who was crossing the street, and grabbed his sign out of his hands. As previously noted, however, on the City's motion for summary judgment, we take the evidence in the light most favorable to the plaintiffs and therefore credit Skove's recollection of the event. *Balint*, 180 F.3d at 1054.

Other people were stopped by the police while attempting to more actively protest ***1166** within the zone, confirming the City policy that protesting was not a "reasonable purpose" within the meaning of the Order. Thomas Sellman, a plaintiff in this appeal, heard on the news that Seattle had adopted a "no protest zone" where people could enter for any reason other than protest. He went downtown "basically to find out what was really meant and whether the broadcasters in some way had accurately described the intent of the Mayor and the City of Seattle." He walked down the sidewalk, within the zone, and distributed leaflets criticizing the WTO's ability to overrule endangered species laws. He was stopped by Detective S.D. Stevens, who determined that Sellman's activity was "obviously" not "legitimate business" within the scope of the Operations Order. Stevens told him he needed to go two blocks south in order to protest. Instead of leaving, Sellman handed one of his flyers to a WTO delegate as he walked by. Stevens then placed Sellman under arrest for failure to disperse.

Plaintiff Todd Stedl went to the zone to hand out copies of the First Amendment; if an officer stopped him he "planned on saying 'I'm not protesting; I'm educating.' " Stedl testified at his deposition that the officer who first stopped him at Fourth Avenue and Seneca Street reacted by saying, " 'not with this you're not,' and he grabbed the fliers that I was holding on to and then proceeded to dig into the bag where I had the remaining fliers.... As he reached into the cloth sack, I said, 'you need a search warrant to take those.' ... He said, I believe-he said something to the effect of, 'no, I don't.' " His remaining fliers were seized but Stedl was not arrested. When Stedl asked the officer for his badge number, he was told to "get going." He then left and continued to protest only outside of the zone. Stedl testified that "I was intimidated to the point that I felt that if I had returned to the no protest zone to hand out the First Amendment, that I would most likely get arrested, yeah, and that was not my intent ...."

After many months of investigation, the Seattle City Council concluded that "Seattle was not sufficiently mindful ... of the need to create an environment protecting the rights to speech and assembly."

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ARC Report at 5. The City's policies in implementing Order No. 3 targeted expressive activity but did not seek to distinguish between violent and non-violent protestors or to better-tailor the fit between Seattle's security problems and a legitimate solution.

II. Restrictions on Time, Place, and Manner of Speech

A. Narrow Tailoring

If a regulation restricting speech in a public forum is content neutral, our standard for determining whether it is narrowly tailored is more relaxed. *Perry Education Ass'n v. Perry Local Educators' Ass'n,* 460 U.S. 37, 45, 103 S.Ct. 948, 74 L.Ed.2d 794 (1983). The policy adopted "need not be the least restrictive or least intrusive means" available to survive this intermediate level of constitutional scrutiny. *Ward v. Rock Against Racism,* 491 U.S. 781, 798, 109 S.Ct. 2746, 105 L.Ed.2d 661 (1989). But a government entity is not free to adopt any regulation that serves its interests more effectively than no regulation at all; a restriction may not burden "substantially more speech" than necessary to further the government interest at stake. *Id.* at 799, 109 S.Ct. 2746; *see also Kuba v. 1-A Agricultural Ass'n,* 387 F.3d 850, 861 (9th Cir.2004). "A statute is narrowly tailored if it targets and eliminates no more than the exact source of the 'evil' it seeks to remedy." *Frisby v. Schultz,* 487 U.S. 474, 485, 108 S.Ct. 2495, 101 L.Ed.2d 420 (1988); *see also Ward,* 491 U.S. at 799, 109 S.Ct. 2746 ("Government may not regulate expression in such a manner that a substantial portion of the ***1167** burden on speech does not serve to advance its goals."). This is so even if the rule is completely effective in eliminating the targeted evil. *Id.* at 799 n. 7, 109 S.Ct. 2746.

The 25 square blocks of downtown Seattle cordoned off by Order No. 3 were plainly a public forum; indeed, city streets are "quintessential public forums" which " 'have immemorially been held in trust for the use of the public, and, time out of mind, have been used for purposes of assembly, communicating thoughts between citizens, and discussing public questions.' " *Perry Education Ass'n,* 460 U.S. at 45, 103 S.Ct. 948 (quoting *Hague v. CIO,* 307 U.S. 496, 515, 59 S.Ct. 954, 83 L.Ed. 1423 (1939)); *see also ACLU of Nevada v. City of Las Vegas,* 333 F.3d 1092, 1099 (9th Cir.2003). "No particularized inquiry into the precise nature of a specific street is necessary; all public streets are held in the public trust and are properly considered traditional public fora." *Frisby,* 487 U.S. at 481, 108 S.Ct. 2495.

Our inquiry into whether Order No. 3 was narrowly tailored should begin by analyzing the government's asserted interests in responding to the violence confronting Seattle on November 30. *See Kuba,* 387 F.3d at 858. Without doubt, a city has a significant interest in preserving the safety of its residents and visitors, and in preventing violence and vandalism on city streets.[FN6] *See, e.g., Perry v. Los Angeles Police Dep't,* 121 F.3d 1365, 1369 (9th Cir.1997) ("Government interests in promoting public safety and the orderly movement of pedestrians, and in protecting the local merchant economy are ... substantial."). A city cannot, however, use a concededly-legitimate interest in "security" to justify a rule drawn as broadly as it wishes. *See Bl(a)ck Tea Soc'y v. City of Boston,* 378 F.3d 8, 13 (1st Cir.2004) ("Security is not a talisman that the government may invoke to justify *any* burden on speech (no matter how oppressive)." (emphasis in original)). Here, Klotz's declaration suggests, "[t]he City's goal should have been to transport ***1168** the delegates to the conference, not necessarily to protect a particular method of getting them to the conference (walking individually, without any designated route)." Viewing the City's interest in this broader context,[FN7] it becomes clear that such a sweeping prohibition on speech as Order No. 3 imposed was not justified.[FN8]

FN6. The majority's assessment of the City's significant interests is confused and

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inconsistent, and changes subtly depending upon the argument the majority seeks to bolster. At times, the majority cites "the core interest" as protecting the president and foreign dignitaries. *See maj. op.* at 1134-35 n.41. But it also claims that the City's interest was in "maintaining public order," *id.* at 1131, "providing security to the core downtown area," *id.* at 1131 n. 32, and "seeing that the WTO delegates had the opportunity to conduct their business," *id.* at 1132.

In my view, the City had a significant interest in protecting the public safety. That broad interest required that the City protect the public (including President Clinton and foreign dignitaries) both inside and outside the No Protest Zone, and provide safe transport for delegates to and from the convention. Order No. 3 helped serve those interests, but it was a sledge-hammer solution where a more tailored response would have preserved First Amendment protections. Moreover, the City did not have a constitutionally significant interest in sheltering delegates from the unpleasantness or inconvenience of a large demonstration. The Order itself was justified by a need "to protect the public peace, safety, and welfare" and to preserve the safety of "delegates, dignitaries, citizens, public safety employees and protestors" alike.

The City now argues, relying on *Hill v. Colorado,* 530 U.S. 703, 718, 120 S.Ct. 2480, 147 L.Ed.2d 597 (2000), that it had a significant interest in protecting the delegates' "right to be left alone." In *Hill,* the Supreme Court upheld a law that prohibited any person from knowingly approaching within 8 feet of another person to protest, within designated areas near medical facilities. *Id.* But in *Kuba,* we clarified that *Hill* "did not 'protect a potential listener from hearing a particular message,' but only 'from the potential physical and emotional harm suffered when an unwelcome individual delivers a message by physically approaching an individual at close range.' " 387 F.3d at 861 n. 10 (quoting *Hill,* 530 U.S. at 718-19 n. 25, 120 S.Ct. 2480). As in *Kuba,* the audience here was not "particularly vulnerable," *id.,* and therefore did not need "to be left alone."

FN7. The majority mischaracterizes my assessment of the City's interest as one more narrow than the situation required. *Maj. op.* at 1131 n. 33. That is inaccurate. The City's significant interest in safely transporting delegates to the convention sites is certainly broader than the interest Order No. 3 actually served: "to protect a *particular method* of getting [delegates] to the conference...." The vast size of the zone was only crucial to that more narrow interest. *C.f. maj. op.* at 1134. The majority recognizes that the City had an interest in "ensuring safe transit for delegates between venues and hotels," *id.,* but offers no convincing rationale for rejecting the plaintiffs' less-restrictive alternatives.

FN8. The majority further maintains that "[t]he City also had an interest in seeing that the WTO delegates had the opportunity to conduct their business at the chosen venue for the conference; a city that failed to achieve this interest would not soon have the chance to host another important international meeting." *Maj. op.* at 1131. I am not convinced that a city's interest in hosting such an event is "significant" for purposes of this analysis. Because it is not asserted as an interest on appeal, we should not provide this justification for the

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City.

Like a hypothetical ban on handbilling, *see Ward,* 491 U.S. at 799 n. 7, 109 S.Ct. 2746, Seattle's ban on all protesting within a large area of downtown Seattle might have effectively quelled violence and improved safety. Nonetheless, because it "burden[ed] substantially more speech than [was] necessary to further the government's legitimate interests[,]" *Kuba,* 387 F.3d at 861, Order No. 3 was not narrowly tailored. The City's solution was a poor fit in several respects.

First, Order No. 3 was geographically larger than justified.[FN9] Protestors were banned from a 25-square-block area of downtown Seattle that purposely encompassed every place they could hope to communicate to delegates. [FN10] Mayor Schell testified in his deposition that he never scrutinized or questioned why the zone needed to be that large-simply, "the concept was to enclose all of the delegate hotels." But as Klotz pointed out, the size of the No Protest Zone actually impeded law enforcement anywhere other than the perimeter, since "[i]t takes more officers to secure a larger space than a smaller one." The majority cites no case in which a court has upheld a similarly-large prohibition; in fact, we have struck down restricted zones of much smaller scale.[FN11]

FN9. Order No. 3 also lasted longer than necessary. The City had the right to "act vigorously, and more extensively, to restore order," *maj. op.* at 1137, but as noted above, order *already* had been restored. *See supra* at 1160-61 & n. 4. The Mayor signed Order No. 3 in the early morning hours of December 1, long after both violence and protest activity had subsided. *See maj. op.* at 1124. Again, as we stated in *Collins,* 110 F.3d at 1372, "the occurrence of limited violence and disorder on one day is not a justification for banning all demonstrations, peaceful and otherwise, on the immediately following day (or for an indefinite period thereafter)."

FN10. The size of the No Protest Zone was reduced considerably on December 2. The new zone excluded the Westin Hotel after President Bill Clinton departed Seattle. *Maj. op.* at 1158, *see also* Appendix B.

FN11. *See, e.g., Bay Area Peace Navy v. United States,* 914 F.2d 1224, 1227 (9th Cir.1990) (holding that a 75-yard buffer zone surrounding naval ships in a parade, which the city claimed served its interest in safety and security, was too large and a 25-yard zone would serve that interest just as effectively); *United States v. Baugh,* 187 F.3d 1037, 1044 (9th Cir.1999) (holding that a 150 to 175-yard restriction on protestors from the entrance of a visitor center was too far); *Kuba,* 387 F.3d at 862 (holding that a policy "which relegates communication activity to three small, fairly peripheral areas" was too broad in relation to the government's interest).

***1169** Second, the Order banned *all* protesting without regard to the likelihood that it would lead to violence or disorder. Not only that, but any individual intent on causing harm could easily enter the zone simply by asserting that he or she fell within one of the Operations Order's exceptions. Order No. 3 banned peaceful expressive activity without regard to the City's stated safety-related goals. The majority concludes that it would have been too burdensome to require police to make case-by-case distinctions between "those protestors with benign intentions and those with violent intentions." *Maj. op.* at 1134 (citing *Hill,* 530 U.S. at 729, 120 S.Ct. 2480). This case is significantly different from *Hill:* the police established a perimeter around the No Protest Zone precisely so they could make case-by-case determinations as to who would be allowed in the restricted area. The majority would allow the police to search people they suspected of carrying stickers and handbills, but concludes that it "would not have been practical" for police to search for crowbars or spray paint. *Id.* at 1135. I see no basis

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for that conclusion.

In *Collins,* we evaluated a similar emergency order adopted under analogous circumstances.[FN12] After the verdict was announced in the first Rodney King beating trial, San Francisco found itself amidst a number of demonstrations-both peaceful and violent. 110 F.3d at 1367. Those demonstrations led to "a number of violent incidents," which caused property damage and minor injuries. *Id.* In response, then-Mayor Jordan declared a state of emergency and issued an order, approved by the Board of Supervisors, authorizing the police to disperse any gatherings "anywhere in the City and County of San Francisco whenever the peace officer on the scene has reason to believe that the gathering endangers or is likely to endanger persons or property." *Id.* The order was thus specifically targeted to bar only demonstrations that would likely lead to violence. We nonetheless held not only that the order was facially unconstitutional, but that the law was so clearly established than no reasonable officer could believe it would be constitutional. *Id.* at 1374.

> FN12. The majority is too quick to dismiss and marginalize *Collins.* By asserting that the violence confronting Seattle was worse than the violence San Francisco faced, the majority concludes that *Collins* is simply "inapposite." *Maj. op.* at 1136. But the majority's analysis of *Collins* focuses on the factors it finds favorable and ignores other important distinctions that ought to inform our judgment. For example, the majority characterizes San Francisco's emergency order as "significantly broader," *id.* at 1136 n. 45, dismissing the fact that the order was narrowly targeted to apply only to gatherings "likely to endanger persons or property." The circumstances in Seattle were clearly analogous to *Collins* and the majority is far too eager to sidestep binding circuit law.
>
> Moreover, the constitutional narrow tailoring analysis accounts for violence as part of the City's interest weighed against its tailored response. I decline to adopt the majority's approach that allows the legal framework to be shaped and distorted by its characterization of the level of violence.

In making that determination, we noted that "the proper response to potential and actual violence is for the government to ensure an adequate police presence and to arrest those who actually engage in such conduct, rather than to suppress legitimate First Amendment conduct as a prophylactic measure." *Id.* at 1372. Similarly, in *Baugh,* we noted that "[t]he Park Service, in lieu of restraining the expressive activity by refusing to issue the permit, should have issued the permit for the lawful expressive activity and then arrested the demonstrators if and when they trespassed." ***1170** 187 F.3d at 1044. The plaintiffs here argue that "police should have had more extensive staffing on the street so that they could permit protestors to enter anywhere and simply arrest and remove those who violated the law." *Maj. op.* at 1135. Yet in the face of our clear precedent, the majority asserts "we should hesitate to say that the law requires such a solution" where a city confronts actual lawbreakers. *Id.* at 1135. That hesitation is plainly contrary to our circuit's law.

Third, even those who were *exempt* under the plain terms of the Order were denied entry if they displayed any visible signs, stickers, or messages related to the WTO. The City's policy was clear: protesting was not a "legitimate purpose" for entering the No Protest Zone. This restriction cannot survive constitutional scrutiny. In *Virginia v. Hicks,* the state housing authority similarly attempted to ban "any person" from the streets of a public low-income housing development "when such person is not a resident, employee, or such person cannot demonstrate *a legitimate business or social purpose* for being on the premises." 539 U.S. 113, 116, 123 S.Ct. 2191, 156 L.Ed.2d 148 (2003) (emphasis in

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original). Again like here, the policy was enacted "in an effort to combat the rampant crime" that had infected the area. *Id.* at 115, 123 S.Ct. 2191. The Supreme Court upheld the policy under the First Amendment only after interpreting "legitimate business" to *include* expressive activity. *Id.* at 122, 123 S.Ct. 2191; *see also Hodgkins v. Peterson,* 355 F.3d 1048, 1059 (7th Cir.2004). Seattle's clear policy of excluding any form of protest from its definition of "legitimate purposes" disregards the primacy we afford such core political speech under the First Amendment.

We considered a similar problem in *Grossman v. City of Portland,* where we invalidated a law forbidding organized demonstrations in a public park without a permit.[FN13] 33 F.3d 1200, 1203 (9th Cir.1994). Like Seattle's interpretation of Order No. 3, whether an individual was subject to arrest under the statute depended entirely on whether that individual was displaying a message.

> FN13. Again, the majority dismisses *Grossman* by distinguishing the level of violence facing the City. But the legal framework is not altered by an assessment of the City's interest as more or less important; the extent of the City's interest is accounted for inherently within the narrow tailoring inquiry. *See supra* note 12. Although the facts in *Grossman* clearly differ in certain respects from the facts at issue here, that does not render its reasoning inapplicable to this context. Indeed, where the majority finds it useful to rely on cases involving minimal violence, the majority freely relies on such authority. *See, e.g., maj. op.* at 1134 (discussing *Hill,* 530 U.S. at 729, 120 S.Ct. 2480); *id.* at 1138-39 (citing *Bl(a)ck Tea Soc'y,* 378 F.3d at 14).

> Consider this: if [the plaintiff] and his companions had been standing in a group in the park after meeting unexpectedly, and had been discussing gardening, or the Portland Trailblazers, the [plaintiff] would not have been arrested. While the addition of signs-or T-shirts, or an "address"-would have occasioned the application of [the challenged ordinance], the distinctions are absolutely empty in terms of the ordinance's stated goals.
> *Id.* at 1207. Order No. 3 operated in exactly the same way, and we should not condone that affront to First Amendment protections.

The majority's conclusion to the contrary is plainly wrong. Finding *Grossman* "inapposite," the majority states that Seattle's "distinction between groups displaying messages and groups not displaying messages" was appropriate because protestors-and "not emergency personnel, ***1171** business employees, or shoppers"-caused the violence. *Maj. op.* at 1137 n. 46. The majority, however, overlooks two important points: First, a distinction between protestors and non-protestors was not at the heart of Order No. 3. The Order instead aimed to preserve the public safety by implementing a limited curfew, which would alleviate the disorder and chaos in the downtown area. *See id.* at 18-19 (quoting Order No. 3 pmbl). But the majority is also wrong as a factual matter. People within the zone (*including* employees and shoppers) who simply displayed messages were no more likely to cause violence than those without messages. *See id.* at 15 (describing an incident where a *delegate,* not a protestor, drew a gun against the crowd). Whether or not an individual wore a "No WTO" button should have had no bearing on her treatment by the police.

Fourth, the Order completely disregarded any interest in maintaining peace and security in areas *outside* the zone. While the Order may have served to protect delegates, it did not protect anyone outside of the perimeter. "[P]olice operations ... should convey a perception of even-handed commitment to protecting demonstrators as well as the larger public[;]" the City's response to the demonstrations in Seattle did not serve that goal. ARC Report at 4. The majority recognizes the poor fit between the City's asserted interests and the means it chose to respond to the violence:

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> Even outside the restricted zone, there were some problems of violence incidental to protest. Some violent protestors caused property damage, threw debris, blocked the street, and trapped people in their cars. Some protestors jumped onto an officer's patrol car and shook it by its light bar, while others laid in front of the car and prevented the officer from escaping. Some protestors took over the fuel pumps at a gas station and attempted to fill small bottles with gasoline.

Maj. op. at 1126 n. 21. The majority acknowledges that a Seattle police captain's report "noted that officers 'heard and saw numerous incidents of property destruction, burglary, and looting; but we were unable to leave our lines to take enforcement actions.' " *Id.* at 1124. The large perimeter created by Order No. 3 could only be maintained by a substantial police presence; its size thereby allowed the violence in areas outside the No Protest Zone to continue. The perimeter in fact served *only* the goal of protecting WTO delegates. It therefore violated *Ward's* requirement that "[t]he tailoring of the restraint must of course correspond to the purposes it serves." *Id.* at 1131 (citing *Ward,* 491 U.S. at 799, 109 S.Ct. 2746).

Finally, and fundamentally, Order No. 3 was not narrowly tailored to the City's interests because, as Klotz put it, "it was sought to pursue the wrong goal...." That is, the Order guaranteed that WTO delegates could walk safely from their hotels to the Convention Center on city sidewalks. But as noted above,[FN14] the City's significant interest was not so narrow; the City had less-restrictive alternatives available that would have served its interest in safety and security equally well. We have stated that "while the City need not employ the least restrictive alternative in promoting its interest in public safety, 'if there are numerous and obvious less-burdensome alternatives to the restriction on [protected] speech, that is certainly a relevant consideration in determining whether the "fit" between ends and means is reasonable.' " *Edwards v. City of Coeur d'Alene,* 262 F.3d 856, 865 (9th Cir.2001) (quoting *1172*City of Cincinnati v. Discovery Network, Inc.,* 507 U.S. 410, 418 n. 13, 113 S.Ct. 1505, 123 L.Ed.2d 99 (1993)) (alteration in original). Here, the plaintiffs suggested several.

FN14. *See supra* note 7.

The majority concludes that because Seattle's pedestrian "tunnels ... did not connect all of the hotels and venues being used by WTO delegates[,]" the plaintiffs' suggestions were not "feasible." *Maj. op.* at 1134 n. 39. Even assuming the pedestrian tunnels were an inadequate solution, the plaintiffs in fact suggested various other worthwhile alternatives. First and foremost, "the City should have developed a plan to ensure that delegates could get to the convention." As Assistant Police Chief Clark Kimerer explained in his declaration, the City was aware that "[a]n avowed and announced goal of some of the protestors was to shut down the WTO convention, i.e., prevent the delegates from reaching their venues[;]" therefore, transportation should have been an important part of the City's response. [FN15] Klotz suggested, for example, "planned bus and van service routes or controlled access routes" for the delegates; instead, "the only transportation option for delegates was to walk from their various hotels to [the] Convention Center through routes of their own choosing." Klotz suggested several concrete alternatives:

> FN15. Contrary to the majority's assertion, I do not "attempt to reduce the City's interest to transporting delegates...." *Maj. op.* at 1131 n. 32. The City's interest extended to protecting the public safety broadly. But as this discussion demonstrates, the measures employed by the City served a much narrower interest and thus were not narrowly tailored. This list of alternative measures simply demonstrates that fact.

A dedicated drive called Convention Way runs underneath the Convention Center from approximately Ninth and Pike to Seventh and Union. It is designed to accommodate tour busses and has

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> an easily protected indoor entrance to the facility.... Thus, one transportation method that should have been explored was sending buses from the hotels out to the Interstate, and into the Convention Center through this entrance. This route is indirect, but it avoids almost all protest points.
>
> Another transportation option that I did not see explored is the pedestrian tunnel that runs from the Rainier Square building ... and exiting only a few yards from a well protected off-street entrance to the Convention Center. Mayor Schell testified in his deposition that he used this route without incident on the afternoon of November 30.
>
> Further, the City could have used "flying squads," or mobile teams without responsibility for maintaining police lines, that could have pursued and arrested vandals and violent protestors. Although the City originally planned on pursuing this strategy, "[w]hen the day arrived, the flying squads were pulled off that duty to join the fixed police lines. As a result, the relatively small number of vandals could destroy property without threat of arrest." Lieutenant Neil Low, who was responsible for deploying flying squads, stated in his internal WTO After Action report that "[i]n concept, we were to work along with Lt. Joe Kessler's plain-clothes squad in locating and arresting hardcore protestors committing criminal acts. In actuality, we became involved in crowd control within one hour of being on the street, continuing with that for the remainder of the week."

"[T]he First Amendment demands that municipalities provide 'tangible evidence' that speech-restrictive regulations are 'necessary' to advance the proffered interest in public safety." *Edwards,* 262 F.3d at 863. As this list of alternative possibilities demonstrates, Order No. 3, as written, was not necessary to advance that interest, ***1173** nor did the City provide any tangible evidence of such a requirement. The Order was not narrowly tailored and the majority's contrary conclusion disregards these important considerations.

B. Ample Alternatives

Not only was Order No. 3 not narrowly tailored to serve the significant government interest in safety and security, it also failed to leave open ample alternative methods of communication. An entire medium of speech was foreclosed and the WTO protestors were silenced and relegated to the sidelines. "If an ordinance effectively prevents a speaker from reaching his intended audience, it fails to leave open ample alternative means of communication." *Id.* at 866 (citing *Heffron v. Int'l Soc'y for Krishna Consciousness, Inc.,* 452 U.S. 640, 654, 101 S.Ct. 2559, 69 L.Ed.2d 298 (1981)); *see also Bay Area Peace Navy,* 914 F.2d at 1229 ("An alternative is not ample if the speaker is not permitted to reach the 'intended audience.' "). Order No. 3 prevented protestors from entering the 25-square block area where WTO delegates could see and hear them. It confined all demonstrations to outside areas where the message the protestors sought to convey may never have reached the intended audience.[FN16]

> FN16. The majority points out that the record is "void of evidence" that protestors could not be seen or heard by delegates within the No Protest Zone. *Maj. op.* at 1141 n. 54. But neither does the record reflect that the delegates *could* see and hear protestors, or that the alternative means of communication available to the protestors were sufficient. Since it is unclear whether the message could be heard in any recognizable form, at a minimum the plaintiffs have established a genuine issue of material fact such that summary judgment is inappropriate. *Balint,* 180 F.3d at 1054. The majority states that "the undisputed facts in the record show that per the terms of Order No. 3 protestors could communicate their views directly outside most of the hotels where delegates were staying." *Maj. op.* at

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> 1141 n.54. I am at a loss to find *any* evidence in the record to support that statement; nothing in the record or in the majority opinion supports the conclusion that protestors could "communicate" anything to delegates within the No Protest Zone. The majority supports its factual assertion by drawing inferences in favor of the City. As previously noted, this is improper at the summary judgment stage. I am not prepared on this limited record to conclude as a matter of law that Order No. 3 left ample alternative avenues of expression.

In *Bay Area Peace Navy,* we found that a 75-yard security zone "rendered the [plaintiffs'] ... demonstration completely ineffective and that passing out pamphlets on land or demonstrating at the entrance to the pier are not viable alternatives because the invited visitors, who are the [plaintiffs'] intended audience, are not accessible from those positions." 914 F.2d at 1229 (quotation marks omitted). And in *Baugh,* we held that forcing demonstrators to an area 150 to 175 yards away from their intended audience "[did] not provide a reasonable alternative means for communication of [the plaintiffs'] views." 187 F.3d at 1044. Because the regulation at issue in *Baugh* was not tailored "narrowly to allow for lawful demonstrations," it did not leave open ample alternative means of communication. *Id.* Similarly, Order No. 3, which forced protestors to the sidelines and back entrances to the WTO conference venues, did not provide viable alternatives.

City officials all but conceded that the avenues of expression left open were insufficient to allow for meaningful communication. Before the conference began, Seattle police negotiated with organized protest groups to set up "established protest areas." As Assistant Chief Joiner testified,

> In establishing those sites we had tried to make sure that they were well located or that they met the needs of the protest ***1174** groups, that they were visible, that they could see whatever event that they were protesting. In other words, they would be located very close to them. And so we had tried to do everything we could to accommodate peaceful protests on the front side. Obviously that-those agreements broke down on Tuesday morning.

After the agreements broke down and the Mayor issued Order No. 3, Joiner explained that "we had to move people out of that area." In other words, the carefully-crafted protest areas, which would have allowed protestors to see the delegates and be seen by them, were eliminated. Instead, protestors were relegated to the inaccessible areas where no WTO delegates would be bothered by their presence.

Without citing any authority, the majority concludes that the ample alternatives test should be applied "with a practical recognition of the dire facts confronting the City...." *Maj. op.* at 1140. Nowhere in our case law, however, have we even suggested that courts should balance this factor against a city's asserted need to restrict speech. Rather, we require that ample alternative avenues of expression be available in order for a time, place, and manner restriction to withstand First Amendment scrutiny. There is no exception for exigency.

The City asks us to adopt the rule advocated by the Second Circuit in *Bl(a)ck Tea Society.* There, the court noted that demonstrators' messages at "a high-profile event"-the 2004 Democratic National Convention-may reach delegates even if speech is curtailed, "through television, radio, the press, the internet, and other outlets." 378 F.3d at 14. Because the majority concludes that the ample alternatives requirement was met in any event, it does not address this argument. *Maj. op.* at 1139 n. 49. The district court, however, relied on this argument to conclude that Order No. 3 did not foreclose reasonable alternative avenues of expression. The district court was mistaken and we should dispel any notion that media interest in an event can be a substitute for constitutionally-required alternative avenues of communication. As the Seventh Circuit stated in *Hodgkins,* "there is no internet connection, no telephone call, no television coverage that can compare

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to attending a political rally in person...." 355 F.3d at 1063. Public protests are at the heart of the First Amendment and are critical for incubating civic engagement and encouraging spirited debate.

We evoked this concern in *Grossman,* 33 F.3d at 1205 n. 8, and reiterated the particular importance of preserving parks as forums for public debate precisely because ordinary people lack reliable access to the media. The need to protect the average citizen's ability to be heard "is increasingly significant now, when the extremely rich have an enormous variety of privately-owned media through which to reach the public.... At present, more democratic means of communication-demonstrations in parks, bumper stickers, signs in the windows of homes-must be jealously protected." *Id.* The City would place the demonstrators at the mercy of the media industry. There is no way to guarantee that the message protestors seek to convey would be heard in any recognizable format. The First Amendment cannot allow a city to require that subjugation.

C. DISCRETION

Even a content-neutral time, place, and manner restriction will not survive First Amendment scrutiny if it allows for unduly broad discretion on the part of the official charged with enforcing the regulation. Thus, a regulation that restricts speech must "contain adequate standards to guide the official's decision and render it subject to effective judicial review." ***1175***Thomas v. Chicago Park District,* 534 U.S. 316, 323, 122 S.Ct. 775, 151 L.Ed.2d 783 (2002). This rule applies even outside the traditional context of licensing schemes. For example, in *Board of Airport Commissioners v. Jews for Jesus,* the Supreme Court held unconstitutional a city ordinance that prohibited all "First Amendment Activities" at Los Angeles International Airport, even if the law were read to apply only to expressive activity that was not "airport-related." 482 U.S. 569, 575, 576, 107 S.Ct. 2568, 96 L.Ed.2d 500 (1987). The Court refused to validate a law that would

> give LAX officials alone the power to decide in the first instance whether a given activity is airport related. Such a law that confers on police a virtually unrestrained power to arrest and charge persons with a violation of the resolution is unconstitutional because the opportunity for abuse, especially where a statute has received a virtually open-ended interpretation, is self-evident.

Id. (quotation marks omitted).

The First Amendment forbids even the *opportunity* for abuse, not just policies that encourage preference for a favored view. *See City of Lakewood v. Plain Dealer Publ'g Co.,* 486 U.S. 750, 757, 108 S.Ct. 2138, 100 L.Ed.2d 771 (1988). If that opportunity is present, the regulation " 'creates an unacceptable risk of the suppression of ideas.' " *Kuba,* 387 F.3d at 856 (quoting *Foti v. City of Menlo Park,* 146 F.3d 629 (9th Cir.1998)). Order No. 3, however, clearly afforded officers the opportunity for abuse, and was therefore constitutionally infirm. [FN17] According to Mayor Schell's deposition testimony, the decision whether to arrest peaceful, lawful protestors within the zone "would depend on the judgment of the officers and people charged with the responsibility of carrying out that order."

> FN17. Relying on *United States v. Griefen,* 200 F.3d 1256, 1263 (9th Cir.2000), the majority concludes that, because Order No. 3 was a lawful time, place, and manner restriction, the discretion it afforded officers to allow or deny entry into the zone "does not render Order No. 3 constitutionally deficient." *Maj. op.* at 1144. *Griefen,* in which we upheld the closure of a construction site to all but essential personnel, is inapposite, as the area into which the plaintiffs sought entry to protest had temporarily lost its status of public forum as a result of the construction activity. 200 F.3d at 1261 ("The immediate area of a construction zone is not an area that has the attributes of a public forum, or even a limited public forum, where people are en-

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> titled to exercise their rights of free speech."). The 25-block area in Seattle cordoned off by Order No. 3, on the other hand, affected a quintessentially public forum-city streets and sidewalks-and therefore the Order is subject to a higher degree of scrutiny. *See supra* at 1166-67; *see also Collins,* 110 F.3d at 1371; *ACLU of Nevada,* 333 F.3d at 1098 ("The ability to restrict speech in public forums ... is 'sharply circumscribed.' ").

Chief Stamper acknowledged that Order No. 3 and the Operations Order interpreting it were "sufficiently vague that it made it difficult from a working cop's point of view to distinguish between who should and who should not be left out." Stamper himself "honestly [didn't] know the answer" whether peaceful protest was a "reasonable purpose" under the Order. And Officer Smith testified at his deposition that he and his fellow officers were never given "a laundry list of activities which would be deemed to be legitimate." Instead, he was told simply to apply "what a reasonable person would think legitimate business is." In sum, the plaintiffs presented evidence that individuals with disfavored views-namely, anyone wearing a "No WTO" sticker or button-were systematically excluded from the zone, whether or not the individual should have been allowed entry under an exception to the Order.[FN18] Furthermore, officers were permitted***1176** complete discretion to determine who was a "protestor" and what was a "reasonable purpose," and therefore who would be excluded. The majority's conclusion that "there was no danger on the face of Order No. 3 that officers enforcing the restricted zone could indiscriminately withhold permission to speak," *maj. op.* at 1145, is flatly contrary to the evidence.

FN18. *See supra* Part I.

The majority concludes that under *Chicago Park District,* the guidelines contained in the Operations Order were sufficiently "specific and objective, and [did] not leave the decision to the whim of the administrator." *Id.* at 1146 (quoting 534 U.S. at 324, 122 S.Ct. 775). But the discretion provided here is quite different-and clearly broader-than the ordinance upheld in *Chicago Park District.* That case involved a licensing scheme that allowed the district to deny a permit

> when the application is incomplete or contains a material falsehood or misrepresentation; when the applicant has damaged Park District property on prior occasions and has not paid for the damage; when a permit has been granted to an earlier applicant for the same time and place; when the intended use would present an unreasonable danger to the health or safety of park users or Park District employees; or when the applicant has violated the terms of a prior permit.

534 U.S. at 324, 122 S.Ct. 775. In light of these highly objective criteria, the Supreme Court held that the disqualifying grounds were "reasonably specific and objective" to defeat a claim of unbridled discretion. *Id.* The Court has never held that a regulation allowing officers to determine unilaterally what constitutes a "reasonable purpose," with no further elaboration on what might be considered "other like type reasonable activity," provides sufficient guidance.[FN19] Even if Order No. 3 were in fact a reasonable time, place, and manner restriction, it would nonetheless fail to satisfy the First Amendment's requirements foreclosing unbridled discretion in enforcement.[FN20]

> FN19. Relying on *S. Oregon Barter Fair v. Jackson County,* 372 F.3d 1128, 1139-41 (9th Cir.2004), the majority suggests that we have in fact found sufficient guidance in similarly-drafted statutes. *Maj. op.* at 1144-45. But clearly the determination of "a fee reasonably calculated to reimburse the county for its reasonable and necessary costs," *S. Oregon Barter Fair,* 372 F.3d at 1140, vests far less discretion in the enforcement officer than determining what constitutes "other like type reasonable activity." The majority's attempt to equate

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the two is not persuasive.

FN20. While noting the relevant facts, the majority concludes that they give rise only to a challenge to Order No. 3 as applied to particular plaintiffs. *See maj. op.* at 1144-46. The discretion conferred by Order No. 3, however, rendered it facially unconstitutional, *Chicago Park District,* 534 U.S. at 323, 122 S.Ct. 775, and incapable of any valid application. *Kuba,* 387 F.3d at 856. In *Chicago Park District,* the Court limited plaintiffs to an as-applied challenge only *after* determining that the challenged permitting scheme contained "adequate standards to guide the official's decision and render it subject to effective judicial review." 534 U.S. at 323, 122 S.Ct. 775. Because the standards provided police officers to guide enforcement of Order No. 3 were not "reasonably specific and objective," *id.* at 324, 122 S.Ct. 775, the majority incorrectly confines the plaintiffs to an as-applied challenge here. *Maj. op.* at 1148-49.

III.

As for Menotti, Stedl, and Skove's Fourth Amendment claims, I would reverse the district court's grant of summary judgment. I agree that Menotti has presented sufficient evidence to create a material factual dispute whether he impeded pedestrians and whether he obstructed an officer in the performance of his duties. Whether the police officers had probable cause to arrest Menotti turns on the resolution*1177 of these factual issues. *See, e.g., United States v. Valencia,* 24 F.3d 1106, 1108 (9th Cir.1994). I would also reverse the district court's summary judgment ruling against Stedl, because there is sufficient evidence in the record to create a genuine factual dispute whether the City had a policy of authorizing unlawful searches and seizures of those who sought to express any opposition to the WTO. *See Oklahoma City v. Tuttle,* 471 U.S. 808, 817, 105 S.Ct. 2427, 85 L.Ed.2d 791 (1985). Finally, I agree with the majority that Skove has alleged a violation of his Fourth Amendment rights and defendant Smith is not entitled to qualified immunity.

* * * * * *

Because Order No. 3 was not narrowly tailored, did not leave open ample alternative means of communication, and afforded individual officers unbridled discretion in its enforcement, it is facially unconstitutional. I would therefore reverse the district court's grant of summary judgment against all *Hankin* plaintiffs, *cf. maj. op.* at 1149 n. 67, and against Menotti, Sellman and Skove on their First Amendment claims. I would also reverse the district court's summary judgment against Menotti, Stedl, and Skove as to their Fourth Amendment claims.

C.A.9 (Wash.),2005.
Menotti v. City of Seattle
409 F.3d 1113, 05 Cal. Daily Op. Serv. 4630, 2005 Daily Journal D.A.R. 6366

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177 F.3d 954, 12 Fla. L. Weekly Fed. C 912
(Cite as: 177 F.3d 954)

▷

United States Court of Appeals,
Eleventh Circuit.
James Dale SMITH, personally and on behalf of all others similarly situated, Plaintiff-Appellant,
v.
CITY OF FORT LAUDERDALE, FLORIDA, Defendant-Appellee.
No. 98-4973.

June 2, 1999.

Class of homeless persons brought First Amendment action challenging regulation of City of Fort Lauderdale, Florida proscribing begging on five-mile strip of beach and two attendant sidewalks. The United States District Court for the Southern District of Florida, No. 93-6970-CV-NCR, Norman C. Roettger, Jr., J., entered summary judgment for City. Class appealed. The Court of Appeals, Hull, Circuit Judge, held that regulation was narrowly tailored to serve City's interest in providing safe, pleasant environment and eliminating nuisance activity on beach, and thus did not violate free speech guarantees.

Affirmed.

West Headnotes

[1] Constitutional Law 92 ⚿1761

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1761 k. Parks and Forests. Most Cited Cases
(Formerly 92k90.1(4))
Five-mile strip of beach and two attendant sidewalks in Fort Lauderdale, Florida was "public forum" for purposes of First Amendment challenge to regulation restricting begging. U.S.C.A. Const.Amend. 1.

[2] Constitutional Law 92 ⚿1880

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(M) Soliciting, Canvassing, Pamphletting, Leafletting, and Fundraising
92k1880 k. Begging or Panhandling. Most Cited Cases
(Formerly 92k90.1(1.1))
Like other charitable solicitation, begging is speech entitled to First Amendment protection. U.S.C.A. Const.Amend. 1.

[3] Constitutional Law 92 ⚿1735

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1732 Public Forum in General
92k1735 k. Justification for Exclusion or Limitation. Most Cited Cases
(Formerly 92k90.1(4))
Even in a public forum, the government may enforce regulations of the time, place, and manner of expression which: (1) are content-neutral; (2) are narrowly tailored to serve a significant government interest; and (3) leave open ample alternative channels of communication. U.S.C.A. Const.Amend. 1.

[4] Constitutional Law 92 ⚿1880

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(M) Soliciting, Canvassing, Pamphletting, Leafletting, and Fundraising
92k1880 k. Begging or Panhandling. Most Cited Cases

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Exhibit 6

(Formerly 92k90.1(4))

Vagrancy 399 ⚿1

399 Vagrancy

399k1 k. Nature and Elements of Offenses. Most Cited Cases

Regulation proscribing begging on five-mile strip of beach and two attendant sidewalks in City of Fort Lauderdale, Florida was narrowly tailored to serve City's significant government interest in providing safe, pleasant environment and eliminating nuisance activity on beach, and thus did not violate free speech guarantees; City determined that begging in such area adversely impacted tourism, begging was allowed in other public fora throughout City, and proffered alternatives of proscribing only hostile or aggressive begging or confining begging to specific parts of beach did not demonstrate that regulation was substantially broader than necessary. U.S.C.A. Const.Amend. 1.

***955** Bruce S. Rogow, Beverly A. Pohl, American Civil Liberties Union, Ft. Lauderdale, FL, for Plaintiff-Appellant.

Lisa N. Hodapp, Ft. Lauderdale, FL, for Defendant-Appellee.

Appeal from the United States District Court for the Southern District of Florida.

Before COX and HULL, Circuit Judges, and COHILL [FN*], Senior District Judge.

FN* Honorable Maurice B. Cohill, Senior U.S. District Judge for the Western District of Pennsylvania, sitting by designation.

HULL, Circuit Judge:

A Plaintiff-Appellant class of homeless people appeals the district court's decision granting summary judgment for the City of Fort Lauderdale on the class's First Amendment challenge to a City regulation proscribing begging on a certain five-mile strip of beach and two attendant sidewalks. We hold the challenged restrictions on speech are narrowly tailored to serve the City's legitimate interests and thus affirm.

The controversy in this case began when the City of Fort Lauderdale enacted Rules and Park Regulations for City Parks and Beaches, intended "to provide citizens with a safe environment in which recreational opportunity can be maximized." Pursuant to this purpose, the City included in its regulations Rule 7.5, which prescribes regulations "to eliminate nuisance activity on the beach and provide patrons with a pleasant environment in which to recreate." Rule 7.5(c) states, "Soliciting, begging or panhandling is prohibited." [FN1]

FN1. It is undisputed that "soliciting," "begging," and "panhandling" are interchangeable terms. We use the term "begging" to encompass all three.

Plaintiffs challenge Rule 7.5(c)'s application to a five-mile strip of beach, a new, one-and-a-half-mile promenade sidewalk between that beach and Highway A1A, and the commercial-area sidewalk on the opposite side of Highway A1A-hereinafter collectively called the "Fort Lauderdale Beach area." The parties stipulate as follows:

> The Fort Lauderdale Beach area is an essential part of the Fort Lauderdale tourism experience. Tourism is one of Florida's most important economic industries, and Fort Lauderdale is the premiere tourist location of Broward County. The Beach area is Fort Lauderdale's number one tourist attraction. Approximately four million tourists, many of whom are from foreign countries, visit the Fort Lauderdale area, and most of them at one time or another visit the Fort Lauderdale Beach area. City attendance records reflect that almost three million people visit the beach ***956** annually (August, 1993-July, 1994 estimated figures).
>
> The improvement of the Beach area was a high

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priority in the City's plan to expand the economic base of the community by attracting new investment. Creating an attractive infrastructure was designed to encourage quality development in the Beach area.

[1][2] As an initial matter, we note that Rule 7.5(c)'s limitations on begging in the Fort Lauderdale Beach area restrict speech in a public forum. Like other charitable solicitation, begging is speech entitled to First Amendment protection.[FN2] *See Loper v. New York City Police Dept.*, 999 F.2d 699, 704 (2d Cir.1993) (holding "begging is at least 'a form of speech' " because of the lack of material distinctions between begging and other forms of charitable solicitation); *see also Village of Schaumburg v. Citizens for a Better Environment*, 444 U.S. 620, 632, 100 S.Ct. 826, 63 L.Ed.2d 73 (1980) (holding charitable organizations' solicitations for contributions are protected speech).

> FN2. The parties do not raise-and thus we do not address-the issue of whether begging is commercial speech entitled to a lower level of First Amendment protection.

Additionally, this Court's precedent conclusively establishes that the Fort Lauderdale Beach area covered by Rule 7.5(c)-consisting of beach and sidewalk spaces-is a public forum. *See One World Family Now v. City of Miami Beach*, 175 F.3d 1282 (11th Cir.1999) (holding an oceanfront strip of public sidewalk in the historic Art Deco district of Miami Beach to be a "quintessential public forum"); *International Caucus of Labor Committees v. City of Montgomery*, 111 F.3d 1548, 1550 (11th Cir.1997) (confirming the longstanding principle that "[a] sidewalk, although specifically constructed for pedestrian traffic, also constitutes a public forum"); *Naturist Society, Inc. v. Fillyaw*, 958 F.2d 1515, 1521-23 (11th Cir.1992) (holding John D. MacArthur Beach State Park to be a public forum).

[3][4] Nonetheless, Rule 7.5(c)'s restrictions on begging in the Fort Lauderdale Beach area[FN3] survive Plaintiffs' First Amendment challenge. Even in a public forum, the government may "enforce regulations of the time, place, and manner of expression which [1] are content-neutral, [2] are narrowly tailored to serve a significant government interest, and [3] leave open ample alternative channels of communication." *Perry Educ. Ass'n v. Perry Local Educators' Ass'n*, 460 U.S. 37, 45, 103 S.Ct. 948, 74 L.Ed.2d 794 (1983); *see also One World Family Now*, 175 F.3d at 1287. Plaintiffs do not dispute that Rule 7.5(c) is content-neutral and leaves open ample alternative channels of communication. Plaintiffs also expressly concede that the City's interest in providing a safe, pleasant environment and eliminating nuisance activity on the beach is "a significant government interest." Plaintiffs argue only that Rule 7.5(c)'s begging restrictions are not narrowly tailored to serve that interest. We disagree.

> FN3. On appeal, Plaintiffs challenge Rule 7.5(c) only as applied to begging in the Fort Lauderdale Beach area.

Rule 7.5(c)'s restrictions on begging in the Fort Lauderdale Beach area are narrowly tailored to serve the City's interest in providing a safe, pleasant environment and eliminating nuisance activity on the beach. The City has made the discretionary determination that begging in this designated, limited beach area adversely impacts tourism. Without second-guessing that judgment, which lies well within the City's discretion, we cannot conclude that banning begging in this limited beach area burdens "substantially more speech than is necessary to further the government's legitimate interest." *One World Family Now*, 175 F.3d at 1287 (quoting *Ward v. Rock Against Racism*, 491 U.S. 781, 789, 109 S.Ct. 2746, 105 L.Ed.2d 661 (1989)). Rule 7.5(c)'s suppression of begging in the ***957** Fort Lauderdale Beach area is materially mitigated by the allowance of begging in streets, on sidewalks, and in many other public fora throughout the City. *Cf. Loper*, 999 F.2d at 701 (assessing a statute applicable to any "public place" in the state of New York).

Moreover, Rule 7.5(c)'s restrictions on begging in

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the Fort Lauderdale Beach area are not rendered unconstitutional by the possible availability of less-speech-restrictive alternatives. Plaintiffs assert that the City's interest might be served by proscribing only hostile or aggressive begging or by confining begging to specific parts of the beach. But Rule 7.5(c) need not be the "least restrictive or least intrusive means" of serving the City's interest in order to qualify as "narrowly tailored." *Ward*, 491 U.S. at 788-89, 109 S.Ct. 2746. "So long as the means chosen are not substantially broader than necessary to achieve the government's interests ... the regulation will not be invalid simply because a court concludes that the government's interest could be adequately served by some less-speech-restrictive alternative." *Id.* at 799, 109 S.Ct. 2746. Plaintiffs' proffered alternatives fall far short of demonstrating that Rule 7.5(c)'s prohibition of begging in this Fort Lauderdale Beach area is "substantially broader than necessary."

Thus, Rule 7.5(c)'s restrictions on begging in the Fort Lauderdale Beach area do not run afoul of the First Amendment, and the district court's grant of summary judgment for the City is AFFIRMED.

C.A.11 (Fla.),1999.
Smith v. City of Fort Lauderdale, Fla.
177 F.3d 954, 12 Fla. L. Weekly Fed. C 912

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225 F.3d 899
(Cite as: 225 F.3d 899)

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United States Court of Appeals,
Seventh Circuit.
Jimmy GRESHAM, on his own behalf and on behalf of a class of those similarly situated, Plaintiff-Appellant,
v.
Bart PETERSON, in his official capacity as Mayor of the City of Indianapolis, Indiana, and the City of Indianapolis, Indiana, Defendants-Appellees.
No. 99-3770.

Argued March 30, 2000.
Decided Aug. 31, 2000.

Homeless person brought suit challenging ordinance that limited street begging in public places and prohibited entirely activities defined as "aggressive panhandling." The United States District Court for the Southern District of Indiana, S. Hugh Dillin, J., granted summary judgment for city, and plaintiff appealed. The Court of Appeals, Kanne, Circuit Judge, held that: (1) ordinance did not violate First Amendment, and (2) ordinance was not vague in defining aggressive panhandling.

Affirmed.

West Headnotes

[1] Federal Courts 170B ⚿776

170B Federal Courts
170BVIII Courts of Appeals
170BVIII(K) Scope, Standards, and Extent
170BVIII(K)1 In General
170Bk776 k. Trial De Novo. Most Cited Cases
Court of Appeals reviews de novo question of whether state law violates Constitution.

[2] Constitutional Law 92 ⚿1512

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1511 Content-Neutral Regulations or Restrictions
92k1512 k. In General. Most Cited Cases
(Formerly 92k90(3))

Constitutional Law 92 ⚿1514

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1511 Content-Neutral Regulations or Restrictions
92k1514 k. Narrow Tailoring Requirement; Relationship to Governmental Interest. Most Cited Cases
(Formerly 92k90(3))

Constitutional Law 92 ⚿1515

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1511 Content-Neutral Regulations or Restrictions
92k1515 k. Existence of Other Channels of Expression. Most Cited Cases
(Formerly 92k90(3))
Under First Amendment, governments may enforce regulations of time, place and manner of expression which are content neutral, are narrowly tailored to serve significant government interest, and leave open ample alternative channels of communication. U.S.C.A. Const.Amend. 1.

[3] Constitutional Law 92 ⚿1512

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92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1511 Content-Neutral Regulations or Restrictions
92k1512 k. In General. Most Cited Cases
(Formerly 92k90(3))
Inquiry, under First Amendment, into whether regulation of speech is content neutral in context of time, place or manner restrictions turns on government's justification for regulation. U.S.C.A. Const.Amend. 1.

|4| Constitutional Law 92 ⚿1880

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(M) Soliciting, Canvassing, Pamphletting, Leafletting, and Fundraising
92k1880 k. Begging or Panhandling. Most Cited Cases
(Formerly 92k90.1(4), 92k90.1(1.1))

Vagrancy 399 ⚿1

399 Vagrancy
399k1 k. Nature and Elements of Offenses. Most Cited Cases
Panhandling ordinance that prohibited solicitation of cash at night and near public transportation vehicle or facility, parked or stopped vehicle, sidewalk cafe or bank did not violate First Amendment; ordinance was narrowly tailored to promote city's legitimate interest in safety and convenience of its citizens on public streets, and ordinance allowed many feasible alternatives to reach both daytime and nighttime downtown crowds. U.S.C.A. Const.Amend. 1.

|5| Constitutional Law 92 ⚿1505

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1505 k. Narrow Tailoring. Most Cited Cases
(Formerly 92k90(3))
Government regulation can be considered narrowly tailored, for First Amendment purposes, so long as regulation promotes substantial government interest that would be achieved less effectively absent the regulation; accordingly, regulation need not be perfect fit for government's needs, but cannot burden substantially more speech than necessary. U.S.C.A. Const.Amend. 1.

|6| Constitutional Law 92 ⚿1509

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1508 Time, Place, or Manner Restrictions
92k1509 k. In General. Most Cited Cases
(Formerly 92k90(3))
Time, place or manner restriction need not be least restrictive means of achieving government purpose, for First Amendment purposes, so long as it can be considered narrowly tailored to that purpose.

|7| Constitutional Law 92 ⚿1509

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1508 Time, Place, or Manner Restrictions
92k1509 k. In General. Most Cited Cases
(Formerly 92k90(3))
Adequate alternative channel of communication, for

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First Amendment purposes, does not have to be speaker's first or best choice, or one that provides same audience or impact for speech, but alternative must be more than merely theoretically available. U.S.C.A. Const.Amend. 1.

|8| Constitutional Law 92 ⚿1509

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1508 Time, Place, or Manner Restrictions
92k1509 k. In General. Most Cited Cases
(Formerly 92k90(3))

To be adequate alternative channel of communication, for First Amendment purposes, alternative cannot totally foreclose speaker's ability to reach one audience even if it allows speaker to reach other groups. U.S.C.A. Const.Amend. 1.

|9| Constitutional Law 92 ⚿4509(8)

92 Constitutional Law
92XXVII Due Process
92XXVII(H) Criminal Law
92XXVII(H)2 Nature and Elements of Crime
92k4502 Creation and Definition of Offense
92k4509 Particular Offenses
92k4509(8) k. Disorderly Conduct and Breach of the Peace. Most Cited Cases
(Formerly 92k258(3.1))

Vagrancy 399 ⚿1

399 Vagrancy
399k1 k. Nature and Elements of Offenses. Most Cited Cases

Ordinance prohibiting "aggressive panhandling" was not vague, in violation of due process, in defining aggressive panhandling as "[f]ollowing behind, ahead or alongside a person who walks away from the panhandler after being solicited," or "[u]sing profane or abusive language, either during the solicitation or following a refusal to make a donation, or making any statement, gesture, or other communication which would cause a reasonable person to be fearful or feel compelled"; reasonable interpretation by state court could render provisions constitutional. U.S.C.A. Const.Amend. 14.

|10| Statutes 361 ⚿47

361 Statutes
3611 Enactment, Requisites, and Validity in General
361k45 Validity and Sufficiency of Provisions
361k47 k. Certainty and Definiteness. Most Cited Cases

Void-for-vagueness doctrine forbids enforcement of law that contains terms so vague that persons of common intelligence must necessarily guess at its meaning and differ as to its application.

|11| Statutes 361 ⚿47

361 Statutes
3611 Enactment, Requisites, and Validity in General
361k45 Validity and Sufficiency of Provisions
361k47 k. Certainty and Definiteness. Most Cited Cases

Under void-for-vagueness doctrine, legislative enactments must articulate terms with reasonable degree of clarity to reduce risk of arbitrary enforcement and allow individuals to conform their behavior to requirements of law.

|12| Constitutional Law 92 ⚿4505

92 Constitutional Law
92XXVII Due Process
92XXVII(H) Criminal Law
92XXVII(H)2 Nature and Elements of Crime

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92k4502 Creation and Definition of Offense
92k4505 k. Certainty and Definiteness in General. Most Cited Cases
(Formerly 92k258(2))
Statute that vests virtually complete discretion in hands of police fails to provide minimal guidelines required for due process. U.S.C.A. Const.Amend. 14.

|13| Constitutional Law 92 ⚖1013

92 Constitutional Law
92VI Enforcement of Constitutional Provisions
92VI(C) Determination of Constitutional Questions
92VI(C)3 Presumptions and Construction as to Constitutionality
92k1006 Particular Issues and Applications
92k1013 k. Vagueness in General. Most Cited Cases
(Formerly 92k47)
In assessing constitutionality of allegedly vague state law or ordinance, federal court must consider any limiting construction that state court or enforcement agency has proffered.

|14| Federal Courts 170B ⚖386

170B Federal Courts
170BVI State Laws as Rules of Decision
170BVI(B) Decisions of State Courts as Authority
170Bk386 k. State Constitutions and Statutes, Validity and Construction. Most Cited Cases

Injunction 212 ⚖85(2)

212 Injunction
212II Subjects of Protection and Relief
212II(E) Public Officers and Entities
212k85 Enforcement of Statutes, Ordinances, or Other Regulations
212k85(2) k. On Ground of Invalidity. Most Cited Cases
Rule that federal courts should defer to state court interpretations of state laws also discourages federal courts from enjoining statutes that could be easily narrowed by state court to avoid constitutional problems.

|15| Constitutional Law 92 ⚖1013

92 Constitutional Law
92VI Enforcement of Constitutional Provisions
92VI(C) Determination of Constitutional Questions
92VI(C)3 Presumptions and Construction as to Constitutionality
92k1006 Particular Issues and Applications
92k1013 k. Vagueness in General. Most Cited Cases
(Formerly 92k48(4.1))
Court of Appeals will not hold vague statute unconstitutional if reasonable interpretation by state court could render it constitutional in some application.

|16| Statutes 361 ⚖47

361 Statutes
361I Enactment, Requisites, and Validity in General
361k45 Validity and Sufficiency of Provisions
361k47 k. Certainty and Definiteness. Most Cited Cases
Laws must contain reasonable degree of clarity so that people of common intelligence can understand their meaning; furthermore, because penalties for noncompliance are less severe, laws imposing civil rather than criminal penalties do not demand same high level of clarity.
***901** Kenneth J. Falk (Argued), Indiana Civil Liberties Union, Indianapolis, IN, for Plaintiff-Appellant.

Anthony Scott Chinn (Argued), Office of the Attorney General, Indianapolis, IN, Thomas E Satrom, Office of Corporation Counsel, Indianapolis, IN, for Defendants-Appellees.

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Before WOOD, Jr., EASTERBROOK and KANNE, Circuit Judges.

KANNE, Circuit Judge.

Jimmy Gresham challenges an Indianapolis ordinance that limits street begging in public places and prohibits entirely activities defined as "aggressive panhandling." Gresham believes that the ordinance infringes his First Amendment right to free speech and his Fourteenth Amendment right to due process. The city considers the ordinance a reasonable response to the public safety threat posed by panhandlers. The district court found that a state court could construe the ordinance in such a way to render it sufficiently clear and specific and granted the city summary judgment on Gresham's request for a permanent injunction. We affirm.

I. HISTORY

The parties have stipulated to the relevant facts, which for the purposes of reviewing a summary judgment motion, we accept as true. *See Cable v. Ivy Tech State College*, 200 F.3d 467, 476 (7th Cir.1999). In June 1999, the City of Indianapolis amended an ordinance regarding solicitation in public places. The ordinance, which became effective on July 6, 1999, reads as follows:

> (a) As used in this section, *panhandling* means any solicitation made in person upon any street, public place or park in the city, in which a person requests an immediate donation of money or other gratuity from another person, and includes but is not limited to seeking donations:
>
> (1) By vocal appeal or for music, singing, or other street performance; and,
>
> (2) Where the person being solicited receives an item of little or no monetary value in exchange for a donation, under circumstances where a reasonable person would understand that the transaction is in substance a donation. However, panhandling shall not include the act of passively standing or sitting nor performing music, singing or other street performance with a sign or other indication that a donation is being sought, without any vocal request other than in response to an inquiry by another person.
>
> (b) It shall be unlawful to engage in an act of panhandling on any day after sunset, or before sunrise.
>
> (c) It shall be unlawful to engage in an act of panhandling when either the panhandler or the person being solicited is located at any of the following locations; at a bus stop; in any public transportation vehicle or public transportation facility; in a vehicle which is parked or stopped on a public street or alley; in a sidewalk caf[e]; or within twenty (20) feet in any direction from an automatic teller machine or entrance to a bank.
>
> (d) It shall be unlawful to engage in an act of panhandling in an aggressive manner, including any of the following actions:
>
> (1) Touching the solicited person without the solicited person's consent.
>
> (2) Panhandling a person while such person is standing in line and waiting ***902** to be admitted to a commercial establishment;
>
> (3) Blocking the path of a person being solicited, or the entrance to any building or vehicle;
>
> (4) Following behind, ahead or alongside a person who walks away from the panhandler after being solicited;
>
> (5) Using profane or abusive language, either during the solicitation or following a refusal to make a donation, or making any statement, gesture, or other communication which would cause a reasonable person to be fearful or feel compelled; or,

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(6) Panhandling in a group of two (2) or more persons.

(e) Each act of panhandling prohibited by this section shall constitute a public nuisance and a separate violation of this Code. Each violation shall be punishable as provided in section 103-3 of the Code, and the court shall enjoin any such violator from committing further violations of this section.

City-County General Ordinance No. 78 (1999), Revised Code of Indianapolis and Marion County § 407-102. Section 103-3 provides that a person convicted of violating the ordinance will be fined not more than $2,500 for each violation. The ordinance does not provide for imprisonment of violators, except, of course, a past offender who violates the mandatory injunction provided in Paragraph (e) could be jailed for contempt.

Jimmy Gresham is a homeless person who lives in Indianapolis on Social Security disability benefits of $417 per month. He supplements this income by begging, using the money to buy food. He begs during both the daytime and nighttime in downtown Indianapolis. Because different people visit downtown at night than during the day, it is important to him that he be able to beg at night. Gresham approaches people on the street, tells them he is homeless and asks for money to buy food. Gresham has not been cited for panhandling under the new ordinance, but he fears being cited for panhandling at night or if an officer interprets his requests for money to be "aggressive" as defined by the law.

Gresham filed this class action shortly after the ordinance took effect, requesting injunctive and declaratory relief. Gresham moved for a preliminary injunction barring enforcement of the ordinance on the grounds that it was unconstitutionally vague and violated his right to free speech. The district court, after hearing oral argument, notified the parties that it would convert its order on the preliminary injunction into an order on the merits. The parties filed additional memoranda of law, but no additional evidence. On September 28, 1999, the court entered a final order denying the motion for preliminary injunction and dismissing the case.

In the order, the district court construed the list of six actions that constitute aggressive panhandling as exclusive, eliminating the danger that someone could be cited for other, unenumerated acts. The court further ruled that the proscription in Paragraph (d)(5) against actions that make a person "fearful or feel compelled" was not unconstitutionally vague because it could be interpreted to mean "fear for his safety or feel compelled to donate." The court held that because the ordinance was civil in nature and the actions prohibited under aggressive panhandling were not related to speech interests, no intent element was necessary. Finally, the court found the ordinance to be a valid content-neutral regulation under *Perry Educ. Ass'n v. Perry Local Educators' Ass'n*, 460 U.S. 37, 103 S.Ct. 948, 74 L.Ed.2d 794 (1983).

II. ANALYSIS

[1] On appeal, Gresham raises two principal arguments. First, he contends that the provisions defining aggressive panhandling are vague because they fail to provide clear criteria to alert panhandlers and authorities of what constitutes a violation and because they fail to include an ***903** intent element. Second, he argues that the statute fails the test for content-neutral time, place and manner restrictions on protected speech. We review *de novo* the question of whether a state law violates the Constitution. *See Scariano v. Justices of Supreme Court of Ind.*, 38 F.3d 920, 924 (7th Cir.1994).

A. The First Amendment

Laws targeting street begging have been around for many years, but in the last twenty years, local communities have breathed new life into old laws or passed new ones. Cities, such as Indianapolis, have tried to narrowly draw the ordinances to target the most bothersome types of street solicitations and

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give police another tool in the effort to make public areas, particularly downtown areas, safe and inviting.

While the plaintiff here has focused the inquiry on the effects of the ordinance on the poor and homeless, the ordinance itself is not so limited. It applies with equal force to anyone who would solicit a charitable contribution, whether for a recognized charity, a religious group, a political candidate or organization, or for an individual. It would punish street people as well as Salvation Army bell ringers outside stores at Christmas, so long as the appeal involved a vocal request for an immediate donation.

The ordinance bans panhandling by beggars or charities citywide on any "street, public place or park" in three circumstances. First, it would prohibit any nighttime panhandling § 407-102(b). Second, it would prohibit at all times-day or night-panhandling in specified areas. § 407-102(c). Third, it would prohibit "aggressive panhandling" at all times. § 407-102(d)(1)-(6). The defendants emphatically point out that the ordinance allows a great deal of solicitation, including "passive" panhandling, which does not include a vocal appeal, street performances, legitimate sales transactions and requests for donations over the telephone or any other means that is not "in person" or does not involve an "immediate donation." Under the ordinance, one could lawfully hold up a sign that says "give me money" and sing "I am cold and starving," so long as one does not voice words to the effect of "give me money."

Several courts before us, as well as many commentators, have grappled with understanding panhandling laws in light of the First Amendment guarantee of free speech and the constitutional right to due process. *See, e.g., Smith v. City of Fort Lauderdale,* 177 F.3d 954 (11th Cir.1999); *Loper v. New York City Police Dep't,* 999 F.2d 699 (2d Cir.1993). To this point, the Supreme Court has not resolved directly the constitutional limitations on such laws as they apply to individual beggars, but has provided clear direction on how they apply to organized charities, not-for-profits and political groups. *See Riley v. National Fed'n of the Blind of North Carolina, Inc.*, 487 U.S. 781, 789, 108 S.Ct. 2667, 101 L.Ed.2d 669 (1988); *Secretary of State of Md. v. Joseph H. Munson Co.*, 467 U.S. 947, 959-60, 104 S.Ct. 2839, 81 L.Ed.2d 786 (1984); *Village of Schaumburg v. Citizens for a Better Environment,* 444 U.S. 620, 632, 100 S.Ct. 826, 63 L.Ed.2d 73 (1980).

To the extent the Indianapolis ordinance could be enforced against organized charities, such as the United Way, Salvation Army or others, the Supreme Court's holding in *Schaumburg* would control resolution of the case. In *Schaumburg,* the Supreme Court considered a local prohibition on solicitation by charities that did not use a certain percentage of their contributions for charitable purposes. 444 U.S. at 623-24, 100 S.Ct. 826. As a threshold consideration, the Court determined that solicitations by organized charities were entitled to First Amendment protection. *Id.* at 632, 100 S.Ct. 826. The Court found that charities often engage in core First Amendment speech while soliciting donations, and that without such appeals for support, the flow of information on many social, economic, political and cultural topics***904** would cease. As such, the solicitations by organized charities were "within the protection of the First Amendment" although "subject to reasonable regulation." *Id.*

The Court placed charitable solicitations by organizations in a category of speech close to the heart of the First Amendment, and distinguished it from "purely commercial speech" which is "primarily concerned with providing information about the characteristics and costs of goods and services." *Id.* Commercial speech, on the other hand, has been placed lower in the First Amendment food chain, somewhere between political speech and pornography. It deserves protection, but authorities are more free to regulate commercial speech than core-value speech.

Other courts examining issues similar to those at

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hand did not distinguish between solicitation for organized charities and solicitation by individual beggars. The Eleventh Circuit held that "[l]ike other charitable solicitation, begging is speech entitled to First Amendment protection." *Smith*, 177 F.3d at 956 (citing *Schaumburg*, 444 U.S. at 632, 100 S.Ct. 826). The Second Circuit likewise held that for First Amendment purposes, the distinction between begging for a charity and begging for one's self is not significant. *Loper*, 999 F.2d at 704. "We see little difference between those who solicit for organized charities and those who solicit for themselves in regard to the message conveyed." *Id.* Both *Smith* and *Loper* held that limitations on panhandling must be analyzed under the same *Schaumburg* framework as limitations for charities. *Smith*, 177 F.3d at 956; *Loper*, 999 F.2d at 704.

Indeed, the Court's analysis in *Schaumburg* suggests little reason to distinguish between beggars and charities in terms of the First Amendment protection for their speech. Solicitation, the Court reasoned, "is characteristically intertwined with informative and perhaps persuasive speech" which the First Amendment protects. *Schaumburg*, 444 U.S. at 632, 100 S.Ct. 826. Because they are intimately connected, solicitation cannot be restricted without also risking the flow of information. Importantly, the *Schaumburg* Court expressly rejected the suggestion that the message and the solicitation could be considered severable. *Id.* at 628-32, 100 S.Ct. 826. The village had argued that the ordinance prohibited only the request for money and left the charity free to propagate its views, but the Court called this view of the First Amendment protection for solicitors "too limited." After extensively reviewing its own case law on the subject, the Court held that restrictions on a charity's request for money necessarily implicate restrictions on speech itself. *Id.* at 632, 100 S.Ct. 826.

Similarly, the Indianapolis ordinance protects the communication of ideas by solicitors and limits only the bare request for cash. Yet the two can be closely intertwined. Beggars at times may communicate important political or social messages in their appeals for money, explaining their conditions related to veteran status, homelessness, unemployment and disability, to name a few. Like the organized charities, their messages cannot always be easily separated from their need for money. While some communities might wish all solicitors, beggars and advocates of various causes be vanished from the streets, the First Amendment guarantees their right to be there, deliver their pitch and ask for support. *See Schaumburg*, 444 U.S. at 632, 100 S.Ct. 826 ("[C]haritable appeals for funds, on the street or door to door, involve a variety of speech interests ... that are within the protection of the First Amendment."). Neither the parties to this appeal nor any authorities found by this Court suggest we should distinguish between restrictions on organized charities and individuals for purposes of understanding the First Amendment guarantees. Therefore, assuming for the purposes of this appeal that some panhandler speech would be protected by the First Amendment, we find that *Schaumburg* ***905** provides the appropriate standard to analyze this claim.[FN1]

FN1. As an aside, we note that the Court in *Schaumburg* distinguished solicitation from commercial speech, which is "primarily concerned with providing information about the characteristics and costs of goods and services." 444 U.S. at 632, 100 S.Ct. 826. The Eleventh Circuit, noting that the parties did not raise the argument, declined to reach the issue of whether panhandling could be considered commercial speech and therefore subject to more regulation. *See Smith*, 177 F.3d at 956 n. 2. We too will follow that prudent approach and not decide an issue the parties declined to raise. *See generally* Robert C. Ellickson, *Controlling Chronic Misconduct in City Spaces: Of Panhandlers, Skid Rows, and Public-Space Zoning*, 105 Yale L.J. 1165, 1229 (1996) (discussing possibility of treating begging

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> as commercial speech). In any event, considering the Supreme Court's definition of commercial speech as outlined in *Schaumburg,* we doubt panhandling falls into this classification.

[2] After recognizing a First Amendment right to solicit money in public places, the *Schaumburg* Court held that a government may enact "reasonable regulations" so long as they reflect "due regard" for the constitutional interests at stake. 444 U.S. at 632, 100 S.Ct. 826. The parties assume that the proper analysis to determine whether the Indianapolis ordinance is one such reasonable regulation is that set out for "time, place and manner" restrictions in *Perry,* 460 U.S. at 45, 103 S.Ct. 948. Because the Indianapolis ordinance does not ban all panhandling, we agree that the law could be understood as a time, place or manner regulation. *See Cantwell v. Connecticut,* 310 U.S. 296, 304, 60 S.Ct. 900, 84 L.Ed. 1213 (1940). Under *Perry,* governments may "enforce regulations of the time, place and manner of expression which are content neutral, are narrowly tailored to serve a significant government interest, and leave open ample alternative channels of communication." 460 U.S. at 45, 103 S.Ct. 948. Other courts considering restrictions on solicitation also have applied the time, place, manner analysis from *Perry. See Smith,* 177 F.3d at 956; *ISKCON of Potomac, Inc. v. Kennedy,* 61 F.3d 949, 953 (D.C.Cir.1995); *Loper,* 999 F.2d at 704-05 .

[3] Colorable arguments could be made both for and against the idea that the Indianapolis ordinance is a content-neutral time, place or manner restriction. The Supreme Court has held that "[g]overnment regulation of expressive activity is content neutral so long as it is '*justified* without reference to the content of the regulated speech.' " *Ward v. Rock Against Racism,* 491 U.S. 781, 791, 109 S.Ct. 2746, 105 L.Ed.2d 661 (1989) (citation omitted). To help apply this somewhat circular definition, the Court instructed that the principal inquiry is "whether the government has adopted a regulation of speech because of disagreement with the message it conveys." *Id.* In *City of Cincinnati v. Discovery Network, Inc.,* 507 U.S. 410, 428-29, 113 S.Ct. 1505, 123 L.Ed.2d 99 (1993), the Court held that a ban on newsracks containing commercial handbills but not newspapers was content-based because "whether any particular newsrack falls within the ban is determined by the content of the publication resting inside that newsrack." Similarly here, whether a solicitor violates the ordinance depends on whether he asked for cash rather than for something else. On one side of the argument, the city ordinance does not prohibit all solicitation on city streets, only solicitations for immediate cash donations. One could, for instance, ask passers-by for their signatures, time, labor or anything else, other than money. Only by determining the specific content of a solicitor's speech could authorities determine whether they violated the ordinance, which would seem to be a content-based restriction. *See id.* at 429, 113 S.Ct. 1505; *Ward,* 491 U.S. at 791, 109 S.Ct. 2746. But as *Ward* and more recently *Hill v. Colorado,* 530 U.S. 703, ----, 120 S.Ct. 2480, 2491, 147 L.Ed.2d 597 (2000), emphasized, the inquiry into content neutrality in the context of time, place or manner restrictions turns on the government's***906** justification for the regulation. Because the parties here agree that the regulations are content neutral, we need not decide whether the Indianapolis ordinance can be justified without reference to the content of the regulated speech. Thus the Indianapolis ordinance should be upheld if it is narrowly tailored to achieve a significant governmental purpose and leaves open alternate channels of communication.

[4][5][6] The city has a legitimate interest in promoting the safety and convenience of its citizens on public streets. *See Madsen v. Women's Health Center,* 512 U.S. 753, 768, 114 S.Ct. 2516, 129 L.Ed.2d 593 (1994) (holding that the state "also has a strong interest in ensuring the public safety and order, in promoting the free flow of traffic on public streets and sidewalks ..."); *Heffron v. International Soc. for Krishna Consciousness, Inc.,* 452 U.S. 640, 650,

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101 S.Ct. 2559, 69 L.Ed.2d 298 (1981) (recognizing state interest in safety and convenience of citizens using public fora); *Cox v. New Hampshire*, 312 U.S. 569, 574, 61 S.Ct. 762, 85 L.Ed. 1049 (1941) (recognizing state interest in safety and convenience on public roads); *Ayres v. City of Chicago*, 125 F.3d 1010, 1015 (7th Cir.1997) ("There are unquestionable benefits from regulating peddling, First Amendment or otherwise, [including] the control of congestion."). The plaintiff concedes this much, but argues that a total nighttime ban on verbal requests for alms is substantially broader than necessary and therefore cannot be considered narrowly tailored. However, a government regulation can be considered narrowly tailored "so long as the ... regulation promotes a substantial government interest that would be achieved less effectively absent the regulation." *Ward*, 491 U.S. at 799, 109 S.Ct. 2746. This means the regulation need not be a perfect fit for the government's needs, but cannot burden substantially more speech than necessary. *Id.* at 800, 109 S.Ct. 2746. Furthermore, a time, place or manner restriction need not be the least restrictive means of achieving the government purpose, so long as it can be considered narrowly tailored to that purpose. *Id.* at 797, 109 S.Ct. 2746.

The city determined that vocal requests for money create a threatening environment or at least a nuisance for some citizens. Rather than ban all panhandling, however, the city chose to restrict it only in those circumstances where it is considered especially unwanted or bothersome-at night, around banks and sidewalk cafes, and so forth. These represent situations in which people most likely would feel a heightened sense of fear or alarm, or might wish especially to be left alone. By limiting the ordinance's restrictions to only those certain times and places where citizens naturally would feel most insecure in their surroundings, the city has effectively narrowed the application of the law to what is necessary to promote its legitimate interest.

[7][8] Finally, the plaintiff contends that the statute fails to provide ample alternative channels of communication. We disagree. An adequate alternative does not have to be the speaker's first or best choice, *see Heffron*, 452 U.S. at 647, 101 S.Ct. 2559, or one that provides the same audience or impact for the speech. *See Ward*, 491 U.S. at 802, 109 S.Ct. 2746; *Cornelius v. NAACP Legal Defense and Educational Fund, Inc.*, 473 U.S. 788, 809, 105 S.Ct. 3439, 87 L.Ed.2d 567 (1985) (holding that in context nonpublic forum, an ample alternative does not need to be the most efficient one for speaker's purposes). However, the Court has "shown special solicitude for forms of expression that are much less expensive than feasible alternatives," *City Council of Los Angeles v. Taxpayers for Vincent*, 466 U.S. 789, 812 n. 30, 104 S.Ct. 2118, 80 L.Ed.2d 772 (1984), and so an alternative must be more than merely theoretically available. It must be realistic as well. *See Linmark Assocs., Inc. v. Township of Willingboro*, 431 U.S. 85, 93, 97 S.Ct. 1614, 52 L.Ed.2d 155 (1977). Furthermore, an adequate alternative***907** cannot totally foreclose a speaker's ability to reach one audience even if it allows the speaker to reach other groups. *See Bery v. City of New York*, 97 F.3d 689, 698 (2d Cir.1996) (holding that total ban on sidewalk art does not leave open alternative means of communication because alternative display in galleries or museums would not reach the same audience.)

The Indianapolis ordinance allows many feasible alternatives to reach both the daytime and nighttime downtown Indianapolis crowds. Under the ordinance, panhandlers may ply their craft vocally or in any manner they deem fit (except for those involving conduct defined as aggressive) during all the daylight hours on all of the city's public streets. Gresham contends that soliciting at night is vital to his survival, a fact we do not dispute, but the ordinance leaves open many reasonable ways for him to reach the nighttime downtown crowd. He may solicit at night, so long as he does not vocally request money. He may hold up signs requesting money or engage in street performances, such as playing music, with an implicit appeal for support. Although

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perhaps not relevant to street beggars, the ordinance also permits telephone and door-to-door solicitation at night. Thus to the extent that "give me money" conveys an idea the expression of which is protected by the First Amendment, solicitors may express themselves vocally all day, and in writing, by telephone or by other non-vocal means all night. Furthermore, they may solicit in public places on all 396.4 square miles of the city, except those parts occupied by sidewalk cafes, banks, ATMs and bus stops. This is a far cry from the total citywide ban on panhandling overturned by the court in *Loper*, 999 F.2d at 705 ("[A] statute that totally prohibits begging in all public places cannot be considered 'narrowly tailored.' "), or the total ban on panhandling in a five-mile area of public beach upheld by the court in *Smith*, 177 F.3d at 956.

B. Vagueness

[9] Gresham next challenges certain provisions of the ordinance as unconstitutionally vague. Specifically, he contends that the definition of aggressive panhandling in sections (d)(4) and (d)(5) are not sufficiently clear to direct authorities on the enforcement of the law, nor to allow panhandlers such as Gresham to avoid violating the law. Section (d)(4) prohibits "[f]ollowing behind, ahead or alongside a person who walks away from the panhandler after being solicited." Gresham argues hypothetically that police could cite a person for inadvertently violating this section merely by walking in the same direction as the solicited person, without intending to engage in "aggressive panhandling." Also, section (d)(5) refers to making a person "fearful or feel compelled" without defining what the terms mean in relation to panhandling. A generalized guilt at economic inequality might make one "feel compelled" even by the meekest request for money.

[10][11][12] The void-for-vagueness doctrine forbids the enforcement of a law that contains "terms so vague that [persons] of common intelligence must necessarily guess at its meaning and differ as to its application." *Roberts v. United States Jaycees*, 468 U.S. 609, 629, 104 S.Ct. 3244, 82 L.Ed.2d 462 (1984) (quoting *Connally v. General Construction Co.*, 269 U.S. 385, 391, 46 S.Ct. 126, 70 L.Ed. 322 (1926)). Legislative enactments must articulate terms "with a reasonable degree of clarity" to reduce the risk of arbitrary enforcement and allow individuals to conform their behavior to the requirements of the law. *Id.* A statute that "vests virtually complete discretion in the hands of the police" fails to provide the minimal guidelines required for due process. *See Kolender v. Lawson*, 461 U.S. 352, 358, 103 S.Ct. 1855, 75 L.Ed.2d 903 (1983).

[13][14][15] In assessing the constitutionality of an allegedly vague state law or ordinance, "a federal court must, of course, ***908** consider any limiting construction that a state court or enforcement agency has proffered." *Village of Hoffman Estates v. Flipside, Hoffman Estates, Inc.*, 455 U.S. 489, 494 n. 5, 102 S.Ct. 1186, 71 L.Ed.2d 362 (1982) ("*Hoffman Estates*"); *see also Roberts*, 468 U.S. at 630-31, 104 S.Ct. 3244; *Kolender*, 461 U.S. at 355 & n. 4, 103 S.Ct. 1855. In this case, the Indiana courts have not yet had an opportunity to interpret the terms of the Indianapolis ordinance, and so we have no authoritative judicial construction of its terms. *See generally, Brownsburg Area Patrons Affecting Change v. Baldwin*, 714 N.E.2d 135, 141 (Ind.1999) ("We have regularly said that courts have an overriding obligation to construe our statutes in such a way as to render them constitutional if reasonably possible.") (internal quotation and citations omitted). However, the rule that federal courts should defer to state court interpretations of state laws, *see City of Chicago v. Morales*, 527 U.S. 41, 119 S.Ct. 1849, 144 L.Ed.2d 67 (1999), also discourages federal courts from enjoining statutes that could be easily narrowed by a state court to avoid constitutional problems. *See Erznoznik v. City of Jacksonville*, 422 U.S. 205, 216, 95 S.Ct. 2268, 45 L.Ed.2d 125 (1975) ("[A] state statute should not be deemed facially invalid unless it is not readily subject to a narrowing construction by

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the state courts.") (citing *Dombrowski v. Pfister*, 380 U.S. 479, 497, 85 S.Ct. 1116, 14 L.Ed.2d 22 (1965)). Therefore, we will not hold a vague statute unconstitutional if a reasonable interpretation by a state court could render it constitutional in some application.

[16] Laws must contain a "reasonable degree of clarity" so that people of "common intelligence" can understand their meaning. *Roberts*, 468 U.S. at 629, 104 S.Ct. 3244. Furthermore, because the penalties for noncompliance are less severe, laws imposing civil rather than criminal penalties do not demand the same high level of clarity. *See Hoffman Estates*, 455 U.S. at 498-99, 102 S.Ct. 1186. Like the civil sanction at issue in *Hoffman Estates*, Gresham faces only a fine for noncompliance with the Indianapolis law. However, this lowered burden is mitigated by the fact that the Indianapolis ordinance potentially interferes with the right of free speech, suggesting that a "more stringent vagueness test should apply." *Id.* at 499, 102 S.Ct. 1186 (citing *Papachristou v. City of Jacksonville*, 405 U.S. 156, 162, 92 S.Ct. 839, 31 L.Ed.2d 110 (1972) and *Grayned v. City of Rockford*, 408 U.S. 104, 109, 92 S.Ct. 2294, 33 L.Ed.2d 222 (1972)).

The challenged provisions in this case define what the City Council meant by the term "aggressive panhandling" and must be read in that context. The district court was rightly concerned that Paragraph (d) could be construed as offering an incomplete list of examples of prohibited behavior, leaving open the possibility that other unspecified actions might also be considered illegal, which would raise serious due process concerns. The district court suggested that the list might be exclusive rather than illustrative, a reasonable interpretation which, if adopted by the Indiana courts, would save it from a vagueness challenge.

Likewise, Paragraphs (d)(4) and (d)(5) are subject to reasonable interpretations that answer the vagueness challenge. A state court interpreting Paragraph (d)(4) may read it to prohibit "following" only in the context of a continued request for money such that the victim reasonably interprets the behavior as a threat. A continuing request for a donation coupled with "following" would be prohibited, but walking in the same direction as the solicited person would not be against the law if the walking were divorced from the request. Construed this way, the statute would prohibit the type of harassing behavior that governments routinely outlaw. *See, e.g.*, Ind.Code § 35-45-2-1 (prohibiting as intimidation a threat by words or action that forces a person to engage in conduct against their will); Ind.Code § 35-45-10-1 (prohibiting as stalking a "course of conduct***909** involving repeated or continuing harassment of another person that would cause a reasonable person to feel terrorized, frightened, intimidated, or threatened."); *Johnson v. State*, 648 N.E.2d 666, 670 (Ind.Ct.App.1995) (upholding stalking statute against vagueness challenge). Numerous cases hold that governments may proscribe threats, extortion, blackmail and the like, "despite the fact that they criminalize utterances because of their expressive content." *United States v. Hayward*, 6 F.3d 1241, 1259 (7th Cir.1993) (Flaum, J., concurring); *see, e.g., Watts v. United States*, 394 U.S. 705, 707, 89 S.Ct. 1399, 22 L.Ed.2d 664 (1969) (upholding constitutionality of law against threatening life of the President); *United States v. Velasquez*, 772 F.2d 1348, 1357 (7th Cir.1985) (holding that threats of physical violence are not protected by First Amendment); *see also R.A.V. v. City of St. Paul*, 505 U.S. 377, 420, 112 S.Ct. 2538, 120 L.Ed.2d 305 (1992) (Stevens, J., concurring) (quoting Frederick Schauer, *Categories and the First Amendment: A Play in Three Acts*, 34 Vand. L.Rev. 265, 270 (1981)) ("Although the First Amendment broadly protects 'speech,' it does not protect the right to 'fix prices, breach contracts, make false warranties, place bets with bookies, threaten, [or] extort.' ").

Paragraph (d)(5) could be construed to prohibit "any statement, gesture, or other communication" that makes a reasonable person feel they face danger if they refuse to donate, that they are being compelled out of physical fear. The possibility that

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a polite request for a donation might be heard as a threatening demand by an unusually sensitive or timid person is eliminated by the "reasonable person" standard included in the ordinance. A statement that makes a reasonable person feel compelled to donate out of physical fear amounts to a prohibition on robbery or extortion, which of course would be constitutional. While it is not a certainty that the state courts would adopt constitutional interpretations of the panhandling provisions, they are entitled to the opportunity to do so, and we will not interfere with that right. The district court did not err in refusing to enjoin the ordinance based on the vagueness concerns.

III. CONCLUSION

For the foregoing reasons, we Affirm the district court's denial of a permanent injunction and dismissal of Gresham's complaint.

C.A.7 (Ind.),2000.
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154 F.3d 972, 26 Media L. Rep. 2228, 98 Cal. Daily Op. Serv. 6719, 98 Cal. Daily Op. Serv. 9301
(Cite as: 154 F.3d 972)

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United States Court of Appeals,
Ninth Circuit.
CHILDREN OF THE ROSARY; Katherine A. Sabelko; Arizona Civil Liberties Union, Plaintiffs-Appellants,
v.
CITY OF PHOENIX; Richard C. Thomas, in his official capacity as Public Transit Director for the City of Phoenix; Neal Manske, in his official capacity as Deputy Director, Phoenix Transit Department, City of Phoenix; Transportation Displays, Inc. Defendants-Appellees,
and
ATC/Vancom Management Services, Inc., Defendant.
No. 97-16821.

Argued and Submitted March 12, 1998.
Decided Aug. 28, 1998.

Anti-abortion organization and civil rights organization sued city, alleging that city's standards for accepting advertising on municipal buses violated the First Amendment. The United States District Court for the District of Arizona, Stephen M. McNamee, J., denied organizations' application for a preliminary injunction, and they appealed. The Court of Appeals, Byron R. White, Associate Justice of the United States Supreme Court, Retired, sitting by designation, held that: (1) bus advertising panels were nonpublic fora; (2) city's ban on noncommercial advertising on municipal buses was reasonable in light of city's interests in maintaining neutrality and preventing a reduction in income earned from selling commercial advertising space; (3) city's advertising standard was not impermissible viewpoint discrimination; (4) advertisements submitted by plaintiff organizations were not changed to commercial advertisements by simply adding an offer to purchase a bumpersticker containing political or religious message; and (5) organizations failed to establish invalidity of city's advertising policy based on facial overbreadth, underinclusiveness, or vagueness.

Affirmed.

Noonan, Circuit Judge, filed dissenting opinion.

West Headnotes

[1] Injunction 212 ⚿138.1

212 Injunction
212IV Preliminary and Interlocutory Injunctions
212IV(A) Grounds and Proceedings to Procure
212IV(A)2 Grounds and Objections
212k138.1 k. In General. Most Cited Cases
To obtain preliminary injunction, movant must show likelihood of success on merits and possibility of irreparable injury or existence of serious questions going to the merits and balance of hardships tipping in movant's favor.

[2] Federal Courts 170B ⚿815

170B Federal Courts
170BVIII Courts of Appeals
170BVIII(K) Scope, Standards, and Extent
170BVIII(K)4 Discretion of Lower Court
170Bk814 Injunction
170Bk815 k. Preliminary Injunction; Temporary Restraining Order. Most Cited Cases
Court of Appeals reviews denial of preliminary injunction for abuse of discretion, and will find abuse of discretion where district court based its ruling on erroneous view of the law or on clearly erroneous assessment of the evidence.

[3] Constitutional Law 92 ⚿1761

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press

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Submitted At Meeting
Date 8/3/10 Item 3
Exh. b. #8

92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1761 k. Parks and Forests. Most Cited Cases
(Formerly 92k90.4(1))
For First Amendment purposes, "traditional public forum" is a place that has traditionally been available for public expression, such as a public park. U.S.C.A. Const.Amend. 1.

|4| Constitutional Law 92 ⚿1745

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1744 Designated Public Forum in General
92k1745 k. In General. Most Cited Cases
(Formerly 92k90.4(1))
For First Amendment purposes, "designated public forum" is a nontraditional forum that government has opened for expressive activity by part or all of the public; creation of designated public forum requires a decision intentionally opening a nontraditional forum for public discourse. U.S.C.A. Const.Amend. 1.

|5| Constitutional Law 92 ⚿1766

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1766 k. Transit Systems and Stations. Most Cited Cases
(Formerly 92k90.1(4))
City did not create "designated public forum" by opening up exterior panels on buses for advertising by the general public, but, rather, bus advertising panels were nonpublic fora for purposes of First Amendment analysis; city had consistently restricted political and religious advertising, and, although city did accept some noncommercial advertising under prior policy, such as public service announcements, only one percent of the advertisements displayed on the exterior of buses were noncommercial. U.S.C.A. Const.Amend. 1.

|6| Constitutional Law 92 ⚿1751

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1748 Non-Public Forum in General
92k1751 k. Justification for Exclusion or Limitation. Most Cited Cases
(Formerly 92k90.1(4))
In nonpublic forum, government has the right to make distinctions in access on basis of subject matter and speaker identity, but must not make distinctions based on speaker's viewpoint; touchstone for evaluating these distinctions is whether they are reasonable in light of the purpose which the forum at issue serves. U.S.C.A. Const.Amend. 1.

|7| Constitutional Law 92 ⚿1754

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1754 k. Advertising in General. Most Cited Cases
(Formerly 92k90.1(4))
Governmental advertising standards applicable to nonpublic forum need only be reasonable for First Amendment purposes; they need not be the most reasonable or the only reasonable limitation. U.S.C.A. Const.Amend. 1.

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[8] Constitutional Law 92 ⚿1766

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1766 k. Transit Systems and Stations. Most Cited Cases
(Formerly 92k90.3)

Municipal Corporations 268 ⚿718

268 Municipal Corporations
268XI Use and Regulation of Public Places, Property, and Works
268XI(C) Public Buildings, Parks, and Other Public Places and Property
268k718 k. Means of Public Transportation and Communication. Most Cited Cases
City's ban on noncommercial advertising on municipal buses was reasonable, for First Amendment purposes, in light of city's interest in maintaining position of neutrality on political and religious issues, fear that buses and passengers could be subject to violence if advertising was not restricted, and interest in preventing reduction in income earned from selling advertising space to commercial advertisers. U.S.C.A. Const.Amend. 1.

[9] Constitutional Law 92 ⚿1766

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1766 k. Transit Systems and Stations. Most Cited Cases
(Formerly 92k90.3)

Municipal Corporations 268 ⚿718

268 Municipal Corporations
268XI Use and Regulation of Public Places, Property, and Works
268XI(C) Public Buildings, Parks, and Other Public Places and Property
268k718 k. Means of Public Transportation and Communication. Most Cited Cases
City's ban on noncommercial advertising on municipal buses was not impermissible viewpoint discrimination under First Amendment, since city did not use political or religious controversy as test for accepting advertising, but instead implemented neutral standard based on its desire to avoid jeopardizing revenue and the city's neutrality. U.S.C.A. Const.Amend. 1.

[10] Constitutional Law 92 ⚿1507

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1507 k. Viewpoint or Idea Discrimination. Most Cited Cases
(Formerly 92k90(3))
For First Amendment purposes, "viewpoint discrimination" is a form of content discrimination in which government targets not subject matter, but particular views taken by speakers on a subject. U.S.C.A. Const.Amend. 1.

[11] Constitutional Law 92 ⚿1751

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1748 Non-Public Forum in General
92k1751 k. Justification for Exclusion or Limitation. Most Cited Cases
(Formerly 92k90.1(4))
First Amendment does not prohibit the government from imposing content-based exclusions in nonpublic forum, as long as such are reasonable, and motive is not dispositive when there is no indica-

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tion that government is implementing policy in a viewpoint discriminatory manner that reflects an intent to use policy to exclude disfavored perspectives on the issues. U.S.C.A. Const.Amend. 1.

[12] Constitutional Law 92 ⚿1766

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1766 k. Transit Systems and Stations. Most Cited Cases
(Formerly 92k90.3)

Municipal Corporations 268 ⚿718

268 Municipal Corporations
268XI Use and Regulation of Public Places, Property, and Works
268XI(C) Public Buildings, Parks, and Other Public Places and Property
268k718 k. Means of Public Transportation and Communication. Most Cited Cases
City's ban on noncommercial advertising on municipal buses was not shown to favor one side of a debate, in violation of First Amendment, based on fact that city's standard might permit an advertisement for a family planning clinic that offered abortion services while barring messages opposing abortion; city was merely requiring that an advertisement convey a commercial message. U.S.C.A. Const.Amend. 1.

[13] Constitutional Law 92 ⚿1766

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1766 k. Transit Systems and Stations. Most Cited Cases
(Formerly 92k90.3)

Municipal Corporations 268 ⚿718

268 Municipal Corporations
268XI Use and Regulation of Public Places, Property, and Works
268XI(C) Public Buildings, Parks, and Other Public Places and Property
268k718 k. Means of Public Transportation and Communication. Most Cited Cases
Advertisements submitted by anti-abortion organization and civil rights organization were "ideological communications," and essential issue-oriented nature of the advertisements could not be changed to commercial advertisements by simply adding an offer to purchase a bumpersticker containing political or religious message, and, thus, city's rejection of organization's advertisements, pursuant to city policy banning noncommercial advertising on municipal buses, was not unconstitutional viewpoint-based discrimination. U.S.C.A. Const.Amend. 1.

[14] Constitutional Law 92 ⚿1766

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1766 k. Transit Systems and Stations. Most Cited Cases
(Formerly 92k90.1(4))

Municipal Corporations 268 ⚿718

268 Municipal Corporations
268XI Use and Regulation of Public Places, Property, and Works
268XI(C) Public Buildings, Parks, and Other Public Places and Property
268k718 k. Means of Public Transportation and Communication. Most Cited Cases
When government was acting as proprietor in nonpublic forum, specifically, bus advertising panels,

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government could regulate that nonpublic forum by rejecting advertisement combining political and religious advertisements with a commercial offer. U.S.C.A. Const.Amend. 1.

|15| Constitutional Law 92 ⚿857

92 Constitutional Law
92VI Enforcement of Constitutional Provisions
92VI(A) Persons Entitled to Raise Constitutional Questions; Standing
92VI(A)9 Freedom of Speech, Expression, and Press
92k857 k. Carriers. Most Cited Cases
(Formerly 92k42.3(1))
Religious and civil rights organizations could not mount valid facial overbreadth challenge to city policy banning noncommercial advertising on municipal buses, absent any claim of "a realistic danger" of compromising First Amendment rights of third parties. U.S.C.A. Const.Amend. 1.

|16| Constitutional Law 92 ⚿1766

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1766 k. Transit Systems and Stations. Most Cited Cases
(Formerly 92k90.3)

Municipal Corporations 268 ⚿718

268 Municipal Corporations
268XI Use and Regulation of Public Places, Property, and Works
268XI(C) Public Buildings, Parks, and Other Public Places and Property
268k718 k. Means of Public Transportation and Communication. Most Cited Cases
City policy banning noncommercial advertising on municipal buses was not shown to be unconstitutionally underinclusive, on ground that it did not ban commercial speech containing religious or political elements, where there was no showing that city's policy was giving an advantage to one side in a debate. U.S.C.A. Const.Amend. 1.

|17| Constitutional Law 92 ⚿1766

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1766 k. Transit Systems and Stations. Most Cited Cases
(Formerly 92k90.3)

Municipal Corporations 268 ⚿718

268 Municipal Corporations
268XI Use and Regulation of Public Places, Property, and Works
268XI(C) Public Buildings, Parks, and Other Public Places and Property
268k718 k. Means of Public Transportation and Communication. Most Cited Cases
Anti-abortion organization and civil rights organization failed to show that city policy banning noncommercial advertising on municipal buses was unconstitutionally vague, based on organizations' contention that city's standard presented a danger of discrimination against disfavored subjects in the guise of determining what is commercial speech; city could only reject an advertisement if it failed to propose a legitimate commercial transaction, a standard which would leave it with relatively little discretion in accepting or rejecting advertisements for display. U.S.C.A. Const.Amend. 1.

***974** Jay Alan Sekulow,The American Center for Law and Justice, Washington, DC; Benjamin W. Bull, The American Center for Law and Justice, Scottsdale, Arizona; James Weinstein, College of Law, Arizona State University, Tempe, Arizona; Nicholas S. Hentoff, Hentoff Law Offices, Phoenix, Arizona, for the plaintiffs-appellants.

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Donald O. Loeb, Campana, Vieh, Shore, Owens & Loeb, P.C., Scottsdale, Arizona, for the defendants-appellees.

Appeal from the United States District Court for the District of Arizona; Stephen M. McNamee, District Judge, Presiding. D.C. No. CV-97-0138-SMM.

Before: WHITE,[FN*] Associate Justice, (Ret.), NOONAN and THOMAS, Circuit Judges.

FN* The Honorable Byron R. White, Associate Justice of the United States Supreme Court, (Ret.), sitting by designation, pursuant to 28 U.S.C. § 294(a).

Opinion by Justice WHITE; Dissent by Judge NOONAN.

WHITE, Associate Justice (Ret.):

The issue presented in this appeal is whether there is a likelihood that limiting advertising on municipal buses to "speech which proposes a commercial transaction" violates the First Amendment. We hold that there is not a sufficient likelihood of a constitutional violation to justify the grant of a ***975** preliminary injunction and affirm the district court.

I

The city of Phoenix sells advertising space on the exterior panels of its buses for the purpose of raising revenue. Prior to November 1, 1996, the city's advertising standards prohibited advertising "support[ing] or oppos[ing] a candidate, issue or cause, or which advocates or opposes a religion, ... or belief." Pursuant to this standard, the city rejected an advertisement submitted by plaintiff-appellant Children of the Rosary (COR) in September 1995. The proposed advertisement stated:

"Before I formed you in the womb, I knew you"-God

Jeremiah 1:5

CHOOSE LIFE!

[COR Logo] Children of the Rosary

The COR logo is a fetus surrounded by a rosary, which is connected to a cross at the top. On October 10, 1995, COR sued the city and obtained an injunction preventing the city from enforcing the standard against COR and requiring the city to display the COR advertisement.

On November 1, 1996, new advertising standards took effect. The new standards limited the subject matter of bus advertising to "speech which proposes a commercial transaction." On November 15, 1996, the city advised COR that its advertisement would not be displayed because the advertisement did not propose a commercial transaction. In response, COR submitted a revised advertisement for display on the exterior bus panels. The revised advertisement stated:

"Before I formed you in the womb, I knew you"-God

Jeremiah 1:5

Purchase this message as a bumpersticker for your vehicle!

Contact [phone number]

[COR Logo] Children of the Rosary CHOOSE LIFE!

The city rejected COR's revised advertisement because, in the city's view, the primary purpose of the advertisement was not to propose a commercial transaction, but instead promote a non-commercial message.

Subsequently, plaintiff-appellant Arizona Civil Liberties Union (AzCLU) submitted its own advertisement for display on buses. Their advertisement stated:

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The ACLU Supports Free Speech for Everyone

To purchase this bumper sticker please call [phone number]

The city rejected this advertisement because it did not comply with the new advertising standard.

On January 23, 1997, appellants filed suit against the city under 42 U.S.C. § 1983 in the United States District Court for the District of Arizona alleging that the city's advertising standards violated the First Amendment.[FN1] On August 1, 1997, the district court denied appellants' application for a preliminary injunction. This appeal followed.

> FN1. In addition to the city of Phoenix, appellants sued Richard C. Thomas, the city's Public Transit Director, Neal Manske, Deputy Director of the transit department, ATC/Vancom Management Services, Inc., a corporation that manages the transit system under a contract with the city, and Transportation Displays, Inc., a corporation that administers the placement of advertising on city buses in compliance with city standards. For convenience, we refer to the defendants collectively as the "city."

II

[1] We have jurisdiction under 28 U.S.C. § 1292(a)(1). To obtain a preliminary injunction, a movant must show a likelihood of success on the merits and the possibility of irreparable injury or the existence of serious questions going to the merits and the balance of hardships tipping in the movant's favor. *See Foti v. City of Menlo Park*, 146 F.3d 629, 634 (9th Cir.1998).

[2] We review the denial of a preliminary injunction for abuse of discretion, and will find an abuse of discretion "where the district***976** court 'based its ruling on an erroneous view of the law or on a clearly erroneous assessment of the evidence.' " *Roe v. Anderson*, 134 F.3d 1400, 1402 (9th Cir.1998) (quoting *Cooter & Gell v. Hartmarx Corp.*, 496 U.S. 384, 405, 110 S.Ct. 2447, 110 L.Ed.2d 359 (1990)); *see MAI Systems Corp. v. Peak Computer, Inc.*, 991 F.2d 511, 516 (9th Cir.1993).

To prove a violation of 42 U.S.C. § 1983, appellants must establish that 1) the city acted under color of state law; and 2) the city deprived appellants of a right secured by the Constitution or laws of the United States. *See Fred Meyer, Inc. v. Casey*, 67 F.3d 1412, 1413 (9th Cir.1995).

III

There are three primary issues we must address in determining whether the district court applied the correct First Amendment framework. First, we must properly classify the advertising panels under the Supreme Court's "forum approach" for assessing the validity of restrictions on the use of government property. *See International Society for Krishna Consciousness, Inc. v. Lee*, 505 U.S. 672, 678, 112 S.Ct. 2701, 120 L.Ed.2d 541 (1992) (ISKCON). Second, once we determine the type of forum at issue, we ascertain the relevant level of scrutiny for this forum. Finally, we must determine whether the city improperly applied this standard in rejecting the advertisements submitted by appellants.

A

[3] The Supreme Court "has adopted a forum analysis as a means of determining when the Government's interest in limiting the use of its property to its intended purpose outweighs the interest of those wishing to use the property for other purposes." *Cornelius v. NAACP Legal Defense & Educ. Fund, Inc.*, 473 U.S. 788, 800, 105 S.Ct. 3439, 87 L.Ed.2d 567 (1985). Forum analysis divides government property into three categories: public fora, designated public fora, and nonpublic fora. A traditional public forum is a place "that has traditionally been

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available for public expression," such as a public park. *ISKCON*, 505 U.S. at 678, 112 S.Ct. 2701. Neither party argues that a bus advertising panel is a traditional public forum. Instead, the parties debate whether the bus panel is a designated public forum or a nonpublic forum.

[4] A designated public forum is a nontraditional forum that the government has opened for expressive activity by part or all of the public. *See Perry Educ. Assn. v. Perry Local Educators' Assn.*, 460 U.S. 37, 46 & n. 7, 103 S.Ct. 948, 74 L.Ed.2d 794 (1983). The creation of a designated public forum requires a decision "intentionally opening a nontraditional forum for public discourse." *Cornelius*, 473 U.S. at 802, 105 S.Ct. 3439; *see Arkansas Educational Television Comm'n v. Forbes*, 523 U.S. 666, ----, 118 S.Ct. 1633, 1641, 140 L.Ed.2d 875 (1998) (*AETC*). Hence, the Court has looked to the policy and practice of the government, the nature of the property and its compatibility with expressive activity, and whether the forum was designed and dedicated to expressive activities in determining if the government created a designated public forum. *See Cornelius*, 473 U.S. at 802-03, 105 S.Ct. 3439; *AETC*, 523 U.S. at ----, 118 S.Ct. at 1641.

In defining the relevant forum, the Court has "focused on the access sought by the speaker." *Cornelius*, 473 U.S. at 801, 105 S.Ct. 3439. In this case, we agree with the district court that the relevant forum at issue is the exterior advertising spaces on the city's buses.

[5] Appellants contend that the city created a designated public forum by opening up the exterior panels on buses for advertising by the general public. However, a review of the city's standards and practices indicates that the city has not opened a public forum. The city has consistently restricted political and religious advertising. *See* Excerpts of Record at 22 (affidavit of Public Transit Director). Although under its prior policy the city did accept some noncommercial advertising, such as public service announcements, only one percent of the advertisements displayed on the exterior of buses were noncommercial. *See* Excerpts of Record at 22 (affidavit of Public Transit Director).***977** The city submits that its current ban on noncommercial advertising supports a finding that the advertising panels are nonpublic fora.

The Supreme Court's decision in *Lehman v. Shaker Heights*, 418 U.S. 298, 94 S.Ct. 2714, 41 L.Ed.2d 770 (1974), strongly supports our conclusion that the advertising panels are nonpublic fora. In *Lehman*, the Court upheld a ban on political advertising on public transit vehicles. The plurality opinion squarely rejected the argument that the advertising space on buses constituted a public forum protected by the First Amendment. *Id.* at 301-02, 94 S.Ct. 2714. The Court noted that the city was engaged in commerce and had "discretion to develop and make reasonable choices concerning the type of advertising" it would display. *Id.* at 303, 94 S.Ct. 2714. In our view, *Lehman* undermines appellants' claim that if a city has opened a property for communication, the property becomes a designated public forum. *See Perry*, 460 U.S. at 49 n. 9, 103 S.Ct. 948 (noting that *United States Postal Service v. Council of Greenburgh Civic Assns.*, 453 U.S. 114, 101 S.Ct. 2676, 69 L.Ed.2d 517 (1981), reaffirmed *Lehman's* rationale for rejecting the argument that because an instrumentality is used for communication of ideas, it becomes a public forum).

However, appellants suggest *Lehman* is not persuasive authority. They assert that *Lehman* only concerns advertising *inside* a bus because Justice Douglas, who supplied the fifth vote for upholding the ban, based his concurrence on the fact that commuters were a "captive audience" who would be forced to view a partisan political message. This interpretation of his concurrence is far from clear. In Justice Douglas's view, the right of commuters to be free from forced intrusions on their privacy "preclude[d]" the city from transforming its buses into "forums for the dissemination of ideas upon this captive audience." 418 U.S. at 307, 94 S.Ct. 2714. The reference to "captive audience" arguably suggests Justice Douglas was referencing com-

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muters inside a bus. However, read in context, his concern about forcing messages on a captive audience applies to observers on the street and commuters inside a bus. Justice Douglas wrote:

> I agree with Mr. Justice Brandeis who ... said that the visual message in streetcars is no different [from other forms of communication imposed on a captive audience], for "[a]dvertisements of this sort are constantly before the eyes of observers on the streets and in street cars to be seen without the exercise of choice or volition on their part. Other forms of advertising are ordinarily seen as a matter of choice on the part of the observer.... The radio can be turned off, but not so the billboard or street car placard."

418 U.S. at 307-08, 94 S.Ct. 2714 (quoting *Packer Corp. v. Utah*, 285 U.S. 105, 110, 52 S.Ct. 273, 76 L.Ed. 643 (1932)). We reject appellants' invitation to narrowly interpret *Lehman*.[FN2]

> FN2. Appellants also claim that the issue presented in *Lehman* was limited to advertising inside transit vehicles. However, their claim is contradicted by Justice Brennan's dissent, which stated that the petitioner was denied access to exterior and interior advertising space pursuant to the city's prohibition on political advertising, 418 U.S. at 320 n.12, 94 S.Ct. 2714.

Appellants also argue that we should not rely on *Lehman* because it was decided prior to the Supreme Court's adoption of its current approach to forum analysis in *Perry*. They claim that *Lehman* is inconsistent with subsequent Supreme Court decisions and provides little support for finding that the panels are nonpublic fora. We reject this argument. The Court relied upon and reaffirmed *Lehman's* rationale in *Perry* and subsequent cases, and there is no suggestion in the Court's jurisprudence that the advertising panels are properly classified as designated fora. *See, e.g., Perry*, 460 U.S. at 47, 103 S.Ct. 948 (relying on restriction upheld in *Lehman* to support the proposition that selective access does not transform government property into a public forum); *ISKCON*, 505 U.S. at 678, 112 S.Ct. 2701 (*Lehman* reflects forum-based analysis and supports proposition that lower level of scrutiny applies when government acts as a proprietor); *Cornelius*, 473 U.S. at 803-04, 806, 808-09, 105 S.Ct. 3439 (relying on *Lehman* to support, *inter alia*, propositions that "[n]ot every instrumentality used for communication ... is a ***978** traditional public forum or a public forum by designation," and that a speaker may be excluded from a nonpublic forum if he wishes to address a topic not within the purpose of the forum); *United States v. Kokinda*, 497 U.S. 720, 725-26, 110 S.Ct. 3115, 111 L.Ed.2d 571 (1990) (plurality opinion) (extensively quoting from *Lehman* and noting the lower level of scrutiny applied to the ban on political advertising); *id.* at 737, 110 S.Ct. 3115 (relying on *Lehman* as stating the Court's "usual test for reasonableness" in a nonpublic forum); *R.A.V. v. St. Paul*, 505 U.S. 377, 390 n. 6, 112 S.Ct. 2538, 120 L.Ed.2d 305 (1992) (*Lehman* supports conclusion that there is "room" for "reasonable and viewpoint-neutral content-based discrimination in nonpublic forums"); *see also Lebron v. National R.R. Passenger Corp.*, 69 F.3d 650, 657 n. 3 (2d Cir.1995), *cert. denied*, 517 U.S. 1188, 116 S.Ct. 1675, 134 L.Ed.2d 778 (1996) (rejecting the same argument presented by appellants in this case and noting that "the Supreme Court has repeatedly reaffirmed a broader reading of *Lehman*, often specifically citing to the plurality opinion").

Thus, *Lehman* provides sufficient authority for concluding that the bus advertising panels are nonpublic fora. Our conclusion is also consistent with the reasoning of other circuits. *See Planned Parenthood Ass'n/Chicago Area v. Chicago Transit Auth.*, 767 F.2d 1225 (7th Cir.1985); *New York Magazine v. Metropolitan Transportation Authority*, 136 F.3d 123 (2d Cir.1998); *see also Christ's Bride Ministries, Inc. v. Southeastern Pa. Transp. Auth.*, 148 F.3d 242 (3d Cir.1998). In *Planned Parenthood*, the Seventh Circuit concluded that advertising space on a bus system became a public forum where the

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transit authority permitted advertising on "a wide variety of commercial, public-service, public-issue, and political ads." 767 F.2d at 1232. The court distinguished *Lehman* because *Lehman* "upheld the blanket exclusion of an entire class of potentially controversial speech," while in *Planned Parenthood* the transit authority promulgated "no policy at all" with respect to the acceptance of advertising. 767 F.2d at 1233; *see Christ's Bride Ministries, Inc.*, 148 F.3d at 254-55, 256-57 (distinguishing *Lehman* where transit authority promulgated no policy governing removal of advertisements).

Similarly, in *New York Magazine,* the Second Circuit concluded that advertising space on the outside of buses was a public forum where the transit authority permitted "political and other noncommercial advertising generally." 136 F.3d at 130. The court found that the transit authority could not reject an advertisement based on a regulatory interest in upholding a law prohibiting the use of a person's name without their consent. *Id.* The court distinguished *Lehman* by arguing that

> disallowing political speech, and allowing commercial speech only, indicates that making money is the main goal. Allowing political speech, conversely, evidences a general intent to open a space for discourse, and a deliberate acceptance of the possibility of clashes of opinion and controversy that the Court in *Lehman* recognized as inconsistent with sound commercial practice.

Id.

This case is easily distinguished from the decisions of the Second and Seventh Circuits because the city of Phoenix consistently promulgates and enforces policies restricting advertising on its buses to commercial advertising. The city has not designated the advertising space on the exterior of its buses as a place for general discourse, and we therefore do not back away from our conclusion that the advertising space is a nonpublic forum.

B

[6][7] In a nonpublic forum, the government has the "right to make distinctions in access on the basis of subject matter and speaker identity," *Perry,* 460 U.S. at 49, 103 S.Ct. 948, but "must not [make distinctions] based on the speaker's viewpoint," *AETC,* 523 U.S. at ----, 118 S.Ct. at 1643. "The touchstone for evaluating these distinctions is whether they are reasonable in light of the purpose which the forum at issue serves." *Perry,* 460 U.S. at 49, 103 S.Ct. 948. The advertising standards "need only be reasonable; [they] need not be the most reasonable ***979** or the only reasonable limitation." *ISKCON,* 505 U.S. at 683, 112 S.Ct. 2701 (internal quotations omitted). In addition, "[w]here the government is acting as a proprietor ... its action will not be subjected to the heightened review to which its actions as a lawmaker may be subject." *ISKCON,* 505 U.S. at 678, 112 S.Ct. 2701 (citing *Lehman* and noting that the Court upheld the political advertisement ban "even though the city permitted other types of advertising" on the buses); *see Kokinda,* 497 U.S. at 726, 110 S.Ct. 3115 (action of government acting in proprietary capacity is valid "unless it is unreasonable, or, as was said in *Lehman,* 'arbitrary, capricious, or invidious.' ").

[8] The city sets forth four interests justifying the limitation on noncommercial speech: 1) maintaining a position of neutrality on political and religious issues; 2) a fear that buses and passengers could be subject to violence if advertising is not restricted; 3) preventing a reduction in income earned from selling advertising space because commercial advertisers would be dissuaded "from using the same forum commonly used by those wishing to communicate primarily political or religious messages;" and 4) a concern that allowing COR's advertisement would violate the Establishment Clause. *See* Answer ¶ 6.10. The district court concluded that each of the first three interests sufficiently supported the reasonableness of the revised standard. The court declined to address the Establishment Clause issue.

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We agree with the district court that any one of the three interests supports the reasonableness of the city's standard. The city's interests in protecting revenue and maintaining neutrality on political and religious issues are especially strong. The *Lehman* court recognized that:

> [r]evenue earned from long-term commercial advertising could be jeopardized by a requirement that short-term candidacy or issue-oriented advertisements be displayed on car cards. Users would be subjected to the blare of political propaganda. There could be lurking doubts about favoritism, and sticky administrative problems might arise in parceling out limited space to eager politicians. In these circumstances, the managerial decision to limit car card space to innocuous and less controversial commercial and service oriented advertising does not rise to the dignity of a First Amendment violation. Were we to hold to the contrary, display cases in public hospitals, libraries, office buildings, military compounds, and other public facilities would become Hyde Parks open to every would-be pamphleteer and politician. This the Constitution does not require.
>
> ....
>
> The city consciously has limited access to its transit system advertising space in order to minimize chances of abuse, the appearance of favoritism, and the risk of imposing upon a captive audience. These are reasonable legislative objectives advanced by the city in a proprietary capacity.

Lehman, 418 U.S. at 304, 94 S.Ct. 2714; *see Cornelius*, 473 U.S. at 809, 105 S.Ct. 3439 ("avoiding the appearance of political favoritism is a valid justification for limiting speech in a nonpublic forum"); *Lebron*, 69 F.3d at 658 (upholding reasonableness of policy rejecting displays favoring any political view).

Appellants recognize that the plurality in *Lehman* "stated that the exclusion of noncommercial speech was justified by the city's asserted interest" in protecting its advertising revenue. Appellants' Opening Brief at 33. However, they argue that *Lehman's* low level of scrutiny is no longer valid in light of subsequent Supreme Court decisions. As we discussed in concluding that the panels were nonpublic fora, there is little authority to support this argument. We conclude that the city's ban on noncommercial advertising is reasonable in light of the interests asserted by the city. [FN3]

> FN3. Appellants' argument that *Metromedia, Inc. v. San Diego*, 453 U.S. 490, 101 S.Ct. 2882, 69 L.Ed.2d 800 (1981), prohibits favoring commercial speech over noncommercial speech in bus advertising is rebutted by *Metromedia*'s recognition that *Lehman* presented exactly that situation, and the Court's statement that it upheld the policy in *Lehman* Because it involved a factual situation different from the regulation of billboards. *Metromedia*, 453 U.S. at 514 n.19, 101 S.Ct. 2882 (plurality opinion).

***980** C

[9][10] The standard may still violate the First Amendment if it discriminates on the basis of viewpoint. *Cornelius*, 473 U.S. at 811, 105 S.Ct. 3439. We must determine whether the city's standard is a permissible subject matter restriction or impermissible viewpoint discrimination, a distinction that "is not a precise one." *Rosenberger v. Rector and Visitors of Univ. of Va.*, 515 U.S. 819, 831, 115 S.Ct. 2510, 132 L.Ed.2d 700 (1995). Viewpoint discrimination is a form of content discrimination in which "the government targets not subject matter, but particular views taken by speakers on a subject." *Id.* at 829, 115 S.Ct. 2510; *see General Media Communications, Inc. v. Cohen*, 131 F.3d 273, 281 (2d Cir.1997), *cert. denied*, 524 U.S. 951, 118 S.Ct. 2367, 141 L.Ed.2d 736 (1998).

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[11] Appellants first argue that even though the standard may have the facial appearance of neutrality, the standard is unconstitutional because the intent of the policy is to exclude religious and political speech. But we are dealing here with a nonpublic forum. The First Amendment does not prohibit the government from imposing content-based exclusions, as long as such are reasonable, which is the case here. Two of the reasonable exclusions are political and religious speakers in order to maintain neutrality. It is argued, however, that "[a]lthough the new Policy has abandoned the previous policy's language, it has not abandoned its goal." Appellants' Opening Brief at 23. The city certainly intended to reject political and religious speakers. But motive is not dispositive when there is no indication that the city is implementing the standard in a viewpoint discriminatory manner that reflects an intent to use the policy to exclude disfavored perspectives on the issues.

The city's previous attempt at restricting access to the forum was struck down because it prohibited the expression of religious perspectives on issues while possibly permitting others to express their perspective. The city responded by enacting a general standard regulating access to the forum. The city's current standard does not use political or religious controversy as the test for accepting advertising, but instead implements a neutral standard based on its desire to avoid jeopardizing revenue and the city's neutrality. *See Lehman*, 418 U.S. at 304, 94 S.Ct. 2714 (limiting advertising to commercial advertising that is generally "innocuous and less controversial" does not violate the First Amendment); *Lebron*, 69 F.3d at 658-59.

Of course, a regulation that "is in reality a facade for viewpoint-based discrimination" is unconstitutional. *Cornelius*, 473 U.S. at 811, 105 S.Ct. 3439. But "[a] facade for viewpoint discrimination ... requires discrimination behind the facade." *Grossbaum v. Indianapolis Marion County Bldg. Auth.*, 100 F.3d 1287, 1298 (7th Cir.1996). In *Cornelius*, the Court was concerned that a government ban on "advocacy groups" in a charity drive concealed a bias against a viewpoint expressed by an excluded group. The government argued that the advocacy organization was excluded from a government charity campaign based in part on the government's interest in limiting participation to groups providing direct services to indigent persons. However, the Court remanded the case because there was evidence that other organizations who did not provide direct services to the poor participated in the campaign, thus raising the possibility that the organization was excluded because of its viewpoint.

We do not have similar evidence in this case. Although the city has continued to honor pre-existing contracts involving noncommercial advertisements to avoid breach of contract claims, including the display of a COR advertisement, the city has not accepted new noncommercial advertisements. The district court carefully reviewed the details of each contract and advertisement proffered by appellants as evidence of discrimination, and concluded that the standard was not a facade for viewpoint discrimination. We find no error in the district court's findings that the noncommercial contracts were effective prior to the adoption of the new standard and that advertisements accepted after the standard took effect were commercial in nature.

We also reject appellants' argument, based on *R.A.V. v. St. Paul*, 505 U.S. 377, 112 S.Ct. 2538, 120 L.Ed.2d 305 (1992), that the standard discriminates in practice against a viewpoint***981** because it favors one side in a debate on public issues. *R.A.V.* struck down a criminal law that, among other things, prohibited displays that used certain words that would arouse anger in others on the basis of race, color, creed, religion, or gender. However, the law permitted displays containing the same words if the display did not invoke race or other classifications. Here, appellants do not explain how the city's standard prohibits one side of a debate from employing certain language or methods to express its view, while permitting the other side to use the same methods. Or, as the Court put it in

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R.A.V., the city is not permitting "one side of a debate to fight freestyle, while requiring the other to follow Marquis of Queensberry rules." 505 U.S. at 392, 112 S.Ct. 2538. Moreover, as compared to the applicable level of scrutiny when the government acts as a proprietor, the level of scrutiny is higher when the government is using its sovereign power to impose criminal penalties to deprive citizens of their liberty for expressing certain views.

[12] Appellants claim that the standard might permit an advertisement for a family planning clinic that offers abortion services while barring messages opposing abortion, thus favoring one side of a debate. However, the city is merely requiring that an advertisement convey a commercial message. As in *Lehman*, the city is acting to prevent its advertising panels from becoming areas for the debate of political and religious issues with a resulting detrimental effect on the city's ability to attract long-term commercial advertising. "In these circumstances, the managerial decision to limit car card space to innocuous and less controversial commercial and service oriented advertising does not rise to the dignity of a First Amendment violation." *Lehman*, 418 U.S. at 304, 94 S.Ct. 2714.

D

[13] Appellants also bring an as applied challenge, claiming that the city's rejections of their revised advertisements were viewpoint-based. The district court rejected the challenge, finding that the advertisements were "ideological communications" and the essential issue-oriented nature of the advertisements could not be changed to commercial advertisements by simply adding an offer to purchase a bumpersticker containing a political or religious message. We agree with the district court.

As an initial matter, we note that if appellants' challenge is successful, the reasoning of *Lehman* is hollow because a political advertising restriction could easily be avoided by tacking on a commercial offer to purchase the political message. For example, any candidate for political office could convert his political advertisement into a commercial advertisement by simply offering the message as a bumpersticker. This would significantly undermine the government's ability to act as a proprietor and control access to a nonpublic forum, thereby forcing the government into "an all-or-nothing choice" where "it might not open the property at all." *AETC*, 523 U.S. at ----, 118 S.Ct. at 1642.

The Court addressed a similar attempt to transform speech in *Valentine v. Chrestensen*, 316 U.S. 52, 62 S.Ct. 920, 86 L.Ed. 1262 (1942). The petitioner in *Valentine* attempted to evade a restriction on commercial advertising by placing a protest against a city law on the back of a handbill containing a commercial advertisement. The Court rejected this attempt to convert a commercial advertisement into a public protest, concluding:

> that the affixing of the protest against official conduct to the advertising circular was with the intent, and for the purpose, of evading the prohibition of the ordinance. If that evasion were successful, every merchant who desires to broadcast advertising leaflets in the streets need only append a civic appeal, or a moral platitude, to achieve immunity from the law's command.

316 U.S. at 55, 62 S.Ct. 920. Although *Valentine's* holding that the First Amendment does not protect commercial advertising has not survived, *see Cincinnati v. Discovery Network, Inc.*, 507 U.S. 410, 420-21, 113 S.Ct. 1505, 123 L.Ed.2d 99 (1993), the Court has continued to reject attempts to evade a regulation by appending a message aimed at transforming the speech.

***982** In *Board of Trustees of State Univ. of N.Y. v. Fox*, 492 U.S. 469, 109 S.Ct. 3028, 106 L.Ed.2d 388 (1989), the Court rejected another attempt to transform speech by combining commercial and noncommercial elements. The prohibition at issue in *Fox* banned the operation of commercial enterprises on state university campuses. Students challenged the prohibition on First Amendment grounds

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because they were unable to host "Tupperware parties" to sell housewares. According to the students, the parties included presentations on "how to be financially responsible and how to run an efficient home." 492 U.S. at 474, 109 S.Ct. 3028. Thus, the students asserted, the commercial and noncommercial speech were "inextricably intertwined" and must therefore be classified as commercial speech. The Court stated that the "level of First Amendment scrutiny must depend upon the nature of the speech taken as a whole and the effect of [any] compelled statement thereon." 492 U.S. at 474, 109 S.Ct. 3028 (internal quotations omitted). The Court concluded that including the "home economics elements" did not convert the events into educational speech.

[14] The district court did not err in finding that the proposed advertisements were noncommercial and the city did not engage in impermissible viewpoint discrimination. The Court has recognized that "there are commonsense differences between speech that does no more than propose a commercial transaction and other varieties." *Virginia Bd. of Pharmacy v. Virginia Citizens Consumer Council, Inc.*, 425 U.S. 748, 771 n. 24, 96 S.Ct. 1817, 48 L.Ed.2d 346 (1976) (internal quotations omitted); *see Central Hudson Gas & Elec. Corp. v. Public Serv. Comm'n of N.Y.*, 447 U.S. 557, 562, 100 S.Ct. 2343, 65 L.Ed.2d 341 (1980). In this case, the advertisements are not "expression[s] related solely to the economic interests of the speaker and its audience," *Central Hudson*, 447 U.S. at 561, 100 S.Ct. 2343, but instead seek to blur the distinction between types of speech by blending an "ideological communication," *Virginia Bd. of Pharmacy*, 425 U.S. at 779, 96 S.Ct. 1817 (Stewart, J., concurring), with an offer to purchase the message. When the government is acting as a proprietor in this nonpublic forum, the government may regulate this nonpublic forum by rejecting an advertisement combining political and religious advertisements with a commercial offer. The city did not apply the standard in a viewpoint discriminatory manner by rejecting appellants' advertisements promoting their views on public issues.

IV

[15] Appellants also argue with little elaboration that the standard is overbroad, underinclusive, and vague. Appellants claim that the standard is overbroad because its restrictions are greater than necessary to protect the city's interests. Appellants do not explain how the doctrine of overbreadth applies in this case. Indeed, they do not claim that the standard chills the speech of third parties or that others may not undertake to challenge the law. *See Board of Airport Comm'rs of Los Angeles v. Jews for Jesus, Inc.*, 482 U.S. 569, 574, 107 S.Ct. 2568, 96 L.Ed.2d 500 (1987). Appellants fail to argue that there is "a realistic danger" of compromising the First Amendment rights of third parties and we find no merit in their facial overbreadth challenge. *See Jews for Jesus*, 482 U.S. at 574, 107 S.Ct. 2568 (internal quotations omitted).

[16] We also reject appellants' assertion that the standard is underinclusive because it does not ban commercial speech containing religious or political elements. Appellants reliance on *City of Ladue v. Gilleo*, 512 U.S. 43, 114 S.Ct. 2038, 129 L.Ed.2d 36 (1994), to support their argument is misplaced. *City of Ladue* stated that a regulation may be underinclusive where it attempts to give one side of a debate an advantage or where the government seeks to control "the search for political truth." 512 U.S. at 51, 114 S.Ct. 2038 (internal quotations omitted). Appellants do not argue in their underinclusive challenge that the city is giving an advantage to one side in a debate, and we rejected this argument in discussing whether the standard discriminates on the basis of viewpoint.

[17] Finally, appellants argue that the standard is unconstitutionally vague in reliance on a concurring opinion in ***983***Metromedia*, 453 U.S. at 536-37, 101 S.Ct. 2882, and a citation to that statement in *Cincinnati v. Discovery Network, Inc.*, 507 U.S. 410, 423 n. 19, 113 S.Ct. 1505, 123 L.Ed.2d 99

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(1993). They claim that the standard presents a danger of discrimination against disfavored subjects in the guise of determining what is commercial speech. Their brief vagueness argument makes it difficult to determine if they claim that the standard is vague because it presents a danger of viewpoint discrimination, or is vague because it "contains no standard for guidance as to prohibited and allowable conduct." *Major Media of the Southeast, Inc. v. City of Raleigh*, 792 F.2d 1269, 1272 (4th Cir.1986). To the extent appellants claim the standard is unconstitutional because of the discretion granted to the city, we reject this argument based on our discussion in previous sections.

If appellants are simply asserting that we should hold the standard unconstitutional because it is difficult to determine whether the "speech proposes a commercial transaction," we would reject the argument. First, we note that there is no fine or other penalty in this case if a person incorrectly classifies their advertisement: The city simply rejects the advertisement. This claim is unlike the usual vagueness challenge involving a fine or other sanction that has the potential to chill conduct. *Cf. Jews for Jesus*, 482 U.S. at 576, 107 S.Ct. 2568 (unrestrained power to arrest). Second, we agree with the Fourth Circuit that the Supreme Court has provided sufficient guidance on the meaning of the standard. *See Major Media*, 792 F.2d at 1272. The city's standard goes beyond stating that commercial speech is allowed; the city enacted the Court's standard for identifying commercial speech.[FN4] "[T]he test for identifying commercial speech" is whether the advertisement "propose[s] a commercial transaction." *Fox*, 492 U.S. at 473-74, 109 S.Ct. 3028. The Fourth Circuit was not persuaded that the possible difficulty of applying the Court's guidance in a marginal situation was sufficient to declare a policy unconstitutionally vague:

> FN4. Cf. *Foti v. City of Menlo Park*, 146 F.3d 629, 638-39 (9th Cir. 1998) (striking down on vagueness grounds a portion of an ordinance banning signs displayed on vehicles only when the vehicle has been parked in a manner designed to attract attention). The statute in Foti was facially invalid because it required police officers to determine whether the driver intended to park the car for the purpose of displaying a sign and provided no standard to guide their discretion. *Id.* at 639 (citing *Grayned v. City of Rockford*, 408 U.S. 104, 108-109, 92 S.Ct. 2294, 33 L.Ed.2d 222 (1972)). Here, by contrast, the city may only reject an advertisement if it fails to propose a legitimate commercial transaction, a standard which will leave it with relatively little discretion in accepting or rejecting advertisements for display.

> Although an occasional marginal case might arise raising the question of whether on the particular facts the definition of commercial speech would be correct, such an infrequent possibility should not in itself justify a generalized charge that the ordinance itself is vague, given the guidance afforded by court decisions in the area.

Major Media, 792 F.2d at 1272-73. We agree with the Fourth Circuit and reject appellants' vagueness challenge.

CONCLUSION

We AFFIRM the district court's denial of appellants' request for a preliminary injunction.

AFFIRMED.

NOONAN, Circuit Judge, dissenting.

That commercial speech can be distinguished from non-commercial speech, that the government as proprietor can limit a non-public forum to commercial speech so that the government makes money, and that the sides of buses in Phoenix are meant to be such a forum, are propositions I accept. They do not remedy discriminatory application of the ordinance by the City of Phoenix.

The ordinance restricts advertising to "speech

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which proposes a commercial transaction." At first blush, it looks as though the standard must be good because it incorporates a hint from a dictum of the Supreme Court: "[t]here are commonsense differences between speech that does 'no more than propose a commercial transaction,' ... and other varieties." ***984** *Virginia State Bd. of Pharmacy v. Virginia Citizens Consumer Council, Inc.*, 425 U.S. 748, 771 n. 24, 96 S.Ct. 1817, 48 L.Ed.2d 346 (1976) (citation omitted). Advertisements for employment that do not express an opinion on social policy are "classic examples of commercial speech." *Pittsburgh Press Co. v. Pittsburgh Comm'n on Human Relations*, 413 U.S. 376, 385, 93 S.Ct. 2553, 37 L.Ed.2d 669 (1973). An advertisement that expresses opinion and seeks financial support for a political movement is not commercial. *New York Times Co. v. Sullivan*, 376 U.S. 254, 266, 84 S.Ct. 710, 11 L.Ed.2d 686 (1964). The distinction is tangible.

The distinction must be applied in the unique context of the medium of communication involved. Street car signs have been lumped with billboards as forming "a class by themselves." *Packer Corp. v. Utah*, 285 U.S. 105, 110, 52 S.Ct. 273, 76 L.Ed. 643 (1932) (Brandeis, J.); *see also Lehman v. City of Shaker Heights*, 418 U.S. 298, 307-08, 94 S.Ct. 2714, 41 L.Ed.2d 770 (1974) (Douglas, J., concurring, relying on Justice Brandeis's opinion in *Packer*). Experience, however, has shown each medium of communication to be unique. *Metromedia, Inc. v. City of San Diego*, 453 U.S. 490, 501, 101 S.Ct. 2882, 69 L.Ed.2d 800 (1981). The medium here is the exterior panels of city buses. Such panels are large-not as big as big billboards but large enough so that figures on them are more than lifesize and the print on them shouts its message. Moving and grunting as they move, buses call attention to themselves. Stuck in traffic beside or behind a bus, the driver and passengers of a car cannot avoid taking in what confronts them. It is in their face. Similarly, pedestrians waiting for a light to turn cannot avert their eyes from what a waiting bus offers to view. The exterior panels are better than billboards in their ability to command consideration by those momentarily before them, and, unlike billboards, they move down central streets.

Not only is each medium of expression unique; the cultural context changes with the times. The context of a quarter of a century ago is not today's. We must apply precedents taking into account the context of contemporary culture. In this culture ideological conflicts exist in which the commercial side coincides with one of the two embattled positions. The commercial-non-commercial distinction should not be mechanically applied without attention to this distinct modern phenomenon.

As applied, the Phoenix ordinance bans a message that proposes a commercial transaction and, as an integral part of that proposal, identifies the product to be bought. What Children of the Rosary offers for sale is not something devised to evade the ordinance. As the record demonstrates, the bumpersticker was a good it sold prior to the ordinance's enactment. The American Civil Liberties Union offers a bumpersticker that, containing a message as to the ACLU's goals, effectively advertises the value of the ACLU as a participant in the community. A nonprofit organization may surely sell products incidental to its mission and thereby both promote its goals and help to support itself. It is hard to see why Phoenix rejected the ACLU ad-surely the message was uncontroversial-unless the city was trapped into maintaining a consistent position on bumperstickers. It may be, as the majority suggests, that the ordinance would be porous if the sale of bumperstickers is not barred; but that suggestion only shows the deficiency of the ordinance as applied and the difficulty of governmental restraint of speech.

It is something of an anomaly in First Amendment jurisprudence for more protection to be accorded commercial speech than is accorded noncommercial speech. As Justice White has observed, such a result "inverts" the normal rule. *Metromedia, Inc.*, 453 U.S. at 513, 101 S.Ct. 2882. If the inversion is permitted by precedent, it still must be done in a way

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that does not destroy the level playing field of politics or put the government's seal of approval on one of two sides of a political issue. Moneymaking is not government's primary business. It would be ironic if pursuit of profit permitted a unit of government to discriminate in the messages on government property.

Here, the message of a group acknowledging the sacredness of human life in the womb is rejected; Planned Parenthood could run an ad for an abortion clinic. The views clash; the city of Phoenix would give space to one and not the other. Analogously, if ***985** Arizona should come to permit physician-assisted suicide as does Oregon, Dr. Kevorkian could advertise his services on the sides of the buses of Phoenix, but the counter advice of advocates offering free counselling against this course would be forbidden. The examples from the great life issues in our present culture speak for themselves. The clash over the environment affords other examples. A power company could extol its product. The Sierra Club, objecting to more dams, would be denied the forum. The makers of a pesticide could celebrate their wares; champions of pesticide-free farms would be barred. A developer could tout the quality of his homes; defenders of green space in the suburbs would have to be silent on the buses. The pornographer could advertise his shop; the defenders of neighborhood decency would be denied a reply. In the America of 1998 to give the commercial advertiser space, without reference to the product being pushed, is for a city to take sides more than occasionally on issues of life and health and energy and the ecosystem.

The case is further complicated by the likelihood of commercial media using the buses to advertise their products. The record indicates that the city of Phoenix is ready to accept such advertisements. Commercial media advertising can be full of political or religious content. In this way a radio station in Phoenix, like a station in San Francisco, could advertise on the buses that it broadcasts Rush Limbaugh with a photo of the man accompanying the sales pitch. A Christian radio station could promote its product with a cross and a relevant message. A movie house could announce the return of *The Last Temptation of Christ* with an illustration of the Magdalen.

If the city of Phoenix is to be truly neutral on political and religious issues, it must go beyond the simplicity of "commercial" and be specific as to the content of commercial messages it will not accept. The city may, for instance, specify that the buses will not carry commercial messages on hot topics-e.g., abortion, cigars and cigarettes, environmental disputes, euthanasia, pornography, radio talk shows, and X-rated movies. The city will have to discriminate frankly as to content, as it permissibly may in this commercial context. Such content-based restrictions are permissible in such nonpublic fora. *Perry Educ. Ass'n v. Perry Local Educators' Ass'n,* 460 U.S. 37, 49, 103 S.Ct. 948, 74 L.Ed.2d 794 (1983). What the city may not do is discriminate as to viewpoint, *Arkansas Educ. Television Comm'n v. Forbes,* 523 U.S. 666, ----, 118 S.Ct. 1633, 1643, 140 L.Ed.2d 875 (1998), as it did in this case where in the course of applying its ordinance it effectively rewrote it to permit only "primarily commercial" messages and thereby froze out even commercial advertising by nonprofit groups without significant business transactions to advertise.

Of the three rationales for the city's policy, the avoidance of violence against the buses seems to border on the absurd; nothing in the record substantiates the fear. The other two rationales-neutrality on contentious political and religious matters and the maintenance of standards attractive to business advertisers-would both be served by the kind of precision suggested here as essential to constitutionality. Neither rationale is served by a policy that allows the ideology of one side but not the other to be smuggled in.

The Phoenix ordinance, as applied, discriminates against the appellants' commercial speech and the Phoenix ordinance, as applied, fails to mark off a

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realm of ideology-free speech from a realm where ideologues with businesses to advertise can flourish. The preliminary injunction should have been granted.

C.A.9 (Ariz.),1998.
Children of the Rosary v. City of Phoenix
154 F.3d 972, 26 Media L. Rep. 2228, 98 Cal. Daily Op. Serv. 6719, 98 Cal. Daily Op. Serv. 9301

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69 F.3d 650, 64 USLW 2291
(Cite as: 69 F.3d 650)

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United States Court of Appeals,
Second Circuit.
Michael A. LEBRON, Plaintiff-Counter-Defendant-Appellee,
v.
NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK), Defendant-Appellant,
and
Transportation Displays, Incorporated, Defendant-Counter-Claimant.
No. 1494, Docket 93-7127.

Argued April 27, 1993.
Decided Dec. 27, 1993.
Reversed and Remanded Feb. 21, 1995.
Reargued May 11, 1995.
Decided Oct. 30, 1995.

Artist sued National Railroad Passenger Corporation (Amtrak), after Amtrak rejected artist's lease of large billboard space because artist's proposed display was "political," for violation of artist's First Amendment rights. The United States District Court for the Southern District of New York, Pierre N. Leval, J., 811 F.Supp. 993, entered judgment for artist, and Amtrak appealed. The Court of Appeals for the Second Circuit, 12 F.3d 388, reversed upon finding that Amtrak was not government actor. The Supreme Court, 513 U.S 374, 115 S.Ct. 961, 130 L.Ed.2d 902, Justice Scalia, granted certiorari, and reversed upon finding that Amtrak was governmental actor. On remand, the Court of Appeals, Mahoney, Circuit Judge, held that: (1) display was not a public forum, or was a limited public forum; (2) policy prohibiting political speech on billboard was reasonable; (3) policy was not void for vagueness; (4) policy was not void for viewpoint bias; and (5) plaintiff lacked standing for facial challenge to Amtrak's policy.

Reversed and remanded with instructions.

Jon O. Newman, Chief Judge, dissented and filed opinion.

Amended on Denial of Rehearing 74 F.3d 371, 1995 WL 767138.

West Headnotes

[1] Constitutional Law 92 ⚿1735

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1732 Public Forum in General
92k1735 k. Justification for Exclusion or Limitation. Most Cited Cases
(Formerly 92k90.1(4))
Regulation of speech on government property that has traditionally been available for public expression or that has been designated as public forum, whether of limited or unlimited character, is subject to highest scrutiny; such regulations survive only if they are narrowly drawn to achieve compelling state interest. U.S.C.A. Const.Amend. 1.

[2] Constitutional Law 92 ⚿1751

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1748 Non-Public Forum in General
92k1751 k. Justification for Exclusion or Limitation. Most Cited Cases
(Formerly 92k90.1(4))
Limitations on expressive activity conducted on government property which has not traditionally been available for public expression or that has not been designated as public forum need only be reasonable, as long as regulation is not effort to sup-

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Submitted At Meeting
Date 8/3/10 Item 3
Exhibit 9

press speaker's activity due to disagreement with speaker's view. U.S.C.A. Const.Amend. 1.

[3] Constitutional Law 92 ⇐1735

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1732 Public Forum in General
92k1735 k. Justification for Exclusion or Limitation. Most Cited Cases
(Formerly 92k90.1(4))
Reasonable, content-neutral time, place, or manner restrictions are permissible in public forum. U.S.C.A. Const.Amend. 1.

[4] Constitutional Law 92 ⇐1754

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1754 k. Advertising in General. Most Cited Cases
(Formerly 92k90.1(4))
For purposes of determining whether public forum was involved with respect to artist's desire to place advertisement on large billboard on New York City's Pennsylvania Station, determination was limited to that unique display rather than all advertising space managed by same firm in New York City. U.S.C.A. Const.Amend. 1.

[5] Constitutional Law 92 ⇐1734

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1732 Public Forum in General
92k1734 k. Nature and Requisites. Most Cited Cases
(Formerly 92k90.1(4))
Government does not create public forum by inaction or by permitting limited discourse, but only by intentionally opening nontraditional forum for public discourse; even when government opens forum for some speech, forum does not become public forum if government did not intend to open forum without limitation. U.S.C.A. Const.Amend. 1.

[6] Constitutional Law 92 ⇐1754

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1754 k. Advertising in General. Most Cited Cases
(Formerly 92k90.1(4))
Large billboard on New York City's Pennsylvania Station was not a "public forum," or was a limited public forum for purely commercial speech, for purposes of determining whether limitations against political speech violated potential First Amendment rights of artist who leased it; display had never been open for anything other than commercial advertising. U.S.C.A. Const.Amend. 1.

[7] Constitutional Law 92 ⇐1752

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1752 k. Proprietary Function of Government. Most Cited Cases
(Formerly 92k90.1(1))
Where government is acting as proprietor, managing its internal operations, rather than acting as lawmaker with power to regulate or license, its ac-

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tion will not be subjected to heightened review to which its actions as lawmaker may be subject.

|8| Constitutional Law 92 ⚿1709

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(F) Politics and Elections
92k1709 k. Advertisements. Most Cited Cases
(Formerly 92k90.3)
Policy of National Railroad Passenger Corporation (Amtrak), as proprietor of large billboard on New York City's Pennsylvania Station, to prohibit display of political speech was reasonable; Amtrak's position, as government controlled and financed public facility, made it highly advisable to avoid criticism and embarrassments of allowing any display seeming to favor any political view. U.S.C.A. Const.Amend. 1.

|9| Constitutional Law 92 ⚿1710

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(F) Politics and Elections
92k1710 k. Signs. Most Cited Cases
(Formerly 92k90.3, 92k90.1(3))
Unwritten policy of National Railroad Passenger Corporation (Amtrak) to prohibit display of political speech on large billboard on New York City's Pennsylvania Station was not void for vagueness; Amtrak did not enjoy unbridled discretion nor could it have perpetrated illegitimate abuse of censorial power in rejecting advertisement because of its political content. U.S.C.A. Const.Amend. 1.

|10| Constitutional Law 92 ⚿1710

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(F) Politics and Elections
92k1710 k. Signs. Most Cited Cases
(Formerly 92k90.3)
Policy of National Railroad Passenger Corporation (Amtrak) which gave Amtrak discretion to refuse advertising for large billboard on New York City's Pennsylvania Station that "involve[s] political or other views which could result in dissension or involve [Amtrak] in dissension, complaints or controversy with its patrons or the public," was not void for viewpoint bias; statement was unartfully phrased justification for policy of prohibiting all political speech on that billboard, rather than test for discriminating against controversial political advertisements. U.S.C.A. Const.Amend. 1.

|11| Constitutional Law 92 ⚿667

92 Constitutional Law
92VI Enforcement of Constitutional Provisions
92VI(A) Persons Entitled to Raise Constitutional Questions; Standing
92VI(A)1 In General
92k667 k. Third-Party Standing in General. Most Cited Cases
(Formerly 92k42(2))
Embedded in traditional rules governing constitutional adjudication is general principle that person to whom statute may constitutionally be applied will not be heard to challenge that statute on ground that it may conceivably be applied unconstitutionally to others, in other situations not before court.

|12| Federal Courts 170B ⚿612.1

170B Federal Courts
170BVIII Courts of Appeals
170BVIII(D) Presentation and Reservation in Lower Court of Grounds of Review
170BVIII(D)1 Issues and Questions in Lower Court
170Bk612 Nature or Subject-Matter of Issues or Questions
170Bk612.1 k. In General. Most Cited Cases
Question of standing is not subject to waiver; appellate court is required to address issue even if courts below have not passed on it, and even if

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parties fail to raise issue.

|13| Federal Courts 170B ⚿30

170B Federal Courts
170BI Jurisdiction and Powers in General
170BI(A) In General
170Bk29 Objections to Jurisdiction, Determination and Waiver
170Bk30 k. Power and Duty of Court. Most Cited Cases
Federal courts are under independent obligation to examine their own jurisdiction, and standing is perhaps most important of jurisdictional doctrines.

|14| Constitutional Law 92 ⚿855

92 Constitutional Law
92VI Enforcement of Constitutional Provisions
92VI(A) Persons Entitled to Raise Constitutional Questions; Standing
92VI(A)9 Freedom of Speech, Expression, and Press
92k855 k. In General. Most Cited Cases
(Formerly 92k42.2(1))

Constitutional Law 92 ⚿859

92 Constitutional Law
92VI Enforcement of Constitutional Provisions
92VI(A) Persons Entitled to Raise Constitutional Questions; Standing
92VI(A)9 Freedom of Speech, Expression, and Press
92k858 Criminal Law
92k859 k. In General. Most Cited Cases
(Formerly 92k42.2(1))
Under overbreadth doctrine, individual may bring First Amendment challenge against statute that threatens others not before court because it also threatens those who desire to engage in legally protected expression but who may refrain from doing so rather than risk prosecution or undertake to have law declared partially invalid. U.S.C.A. Const.Amend. 1.

|15| Constitutional Law 92 ⚿1164

92 Constitutional Law
92X First Amendment in General
92X(A) In General
92k1162 Overbreadth in General
92k1164 k. Substantial Impact, Necessity Of. Most Cited Cases
(Formerly 92k82(4))
Invalidation of statute on its face, under First Amendment overbreadth doctrine, is permitted only if overbreadth is substantial. U.S.C.A. Const.Amend. 1.

|16| Constitutional Law 92 ⚿857

92 Constitutional Law
92VI Enforcement of Constitutional Provisions
92VI(A) Persons Entitled to Raise Constitutional Questions; Standing
92VI(A)9 Freedom of Speech, Expression, and Press
92k857 k. Carriers. Most Cited Cases
(Formerly 92k42.2(1))
Artist who was prohibited by policy of National Railroad Passenger Corporation (Amtrak) from displaying political advertisement on large billboard on New York City's Pennsylvania Station lacked standing to present First Amendment facial challenge to Amtrak's general policy under overbreadth doctrine. U.S.C.A. Const.Amend. 1.
***652** Kevin T. Baine, Washington, D.C. (Nicole K. Seligman, Steven M. Farina, Williams & Connolly, Washington, D.C., William G. Ballaine, Mark S. Landman, Siff Rosen P.C., New York City (of counsel), for Defendant-Appellant.

David D. Cole, Washington, D.C. (Center for Constitutional Rights, Washington, D.C., R. Bruce Rich , Gloria C. Phares, Robin E. Silverman, Bernadette M. McCann Ezring, Jonathan Bloom, Weil, Gotshal & Manges, New York City, of counsel), for Plaintiff-Counter-Defendant-Appellee.

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Before: NEWMAN, Chief Judge, and LUMBARD and MAHONEY, Circuit Judges.

MAHONEY, Circuit Judge:

On remand from the United States Supreme Court, *see Lebron v. National R.R. Passenger Corp.*, 513 U.S. 374, 115 S.Ct. 961, 130 L.Ed.2d 902 (1995) ("*Lebron III*"), this appeal of a judgment entered February 11, 1993 in the United States District Court for the Southern District of New York, Pierre N. Leval, then-*District Judge,*[FN*] again comes before us. The district court enjoined defendant-appellee National Railroad Passenger Corporation ("Amtrak") and defendant-counter-claimant Transportation Displays, Incorporated ("TDI") to display a political advertisement prepared by plaintiff-counter-defendant-appellee Michael A. Lebron on a large billboard known as the Spectacular in New York City's Pennsylvania Station ("Penn Station"), having determined that Amtrak's failure to do so violated the First Amendment. *See* ***653***Lebron v. National R.R. Passenger Corp. (AMTRAK)*, 811 F.Supp. 993 (S.D.N.Y.1993) ("*Lebron I*").

> FN* Judge Leval became a member of the Second Circuit Court of Appeals on November 8, 1993.

On appeal, after staying the injunction, we reversed the judgment of the district court, "conclud[ing] that Amtrak is not a governmental actor subject to the strictures of the First Amendment." *Lebron v. National R.R. Passenger Corp. (AMTRAK)*, 12 F.3d 388, 389 (2d Cir.1993) ("*Lebron II*"). The Supreme Court reversed and remanded, holding that Amtrak "is part of the Government for purposes of the First Amendment," *Lebron III*, 513 U.S. at ---- - ----, 115 S.Ct. at 974-75, but "express[ing] no opinion as to whether Amtrak's refusal to display Lebron's advertisement violated that Amendment." *Id.* at ----, 115 S.Ct. at 975.

Because we conclude that Amtrak's historical refusal to accept political advertisements such as Lebron's on the Spectacular is a reasonable use of that forum that is neutral as to viewpoint, and that Lebron lacks standing to assert a facial challenge to Amtrak's general policies concerning the acceptance of advertising for display at Pennsylvania Station, we again reverse the judgment of the district court.

Background

On November 30, 1992, Lebron, an artist who creates political billboard displays (frequently involving commentary on public issues), and TDI, which manages the leasing of advertising space for Amtrak, entered into a leasing agreement (the "Lease") under which Lebron would rent the Spectacular, "a curved back-lit display space approximately 103 feet wide by ten feet high ... [which] dominates the west wall of the rotunda on the upper level of Penn Station where thousands of passengers pass each day," for the months of January and February 1993. *Lebron II*, 12 F.3d at 389. Although Lebron did not specify the precise nature of his display, he did inform TDI that his work was generally political. *Id.* By the terms of the Lease, " '[a]ll advertising copy is subject to approval of TDI and [Amtrak] as to character, text, illustration, design and operation.... [I]f [Amtrak] should deem such advertising objectionable for any reason, TDI shall have the right to terminate the contract and discontinue the service without notice.' " *Id.* (quoting the Lease, alterations partially added).

Lebron then submitted his proposed advertisement (the "Display") to TDI. Lebron characterizes the Display as "an allegory about the destructive influence of a powerful, urban, materialistic and individualistic culture on rural, community based, family-oriented and religious cultures." The district court described the Display as follows:

> The work is a photomontage, accompanied by considerable text. Taking off on a widely circulated Coors beer advertisement which proclaims Coors to be the "Right Beer," Lebron's piece is

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> captioned "Is it the Right's Beer Now?" It includes photographic images of convivial drinkers of Coors beer, juxtaposed with a Nicaraguan village scene in which peasants are menaced by a can of Coors that hurtles towards them, leaving behind a tail of fire, as if it were a missile. The accompanying text, appearing on either end of the montage, criticizes the Coors family for its support of right-wing causes, particularly the contras in Nicaragua. Again taking off on Coors' advertising which uses the slogan of "Silver Bullet" for its beer cans, the text proclaims that Coors is "The Silver Bullet that aims The Far Right's political agenda at the heart of America."

Lebron I, 811 F.Supp. at 995.

When TDI saw the Display, it offered Lebron any of 500 alternative billboard sites that TDI had available in New York City (none of which were in Penn Station), but Lebron rejected this offer. Echoing the allegation in his complaint that the Spectacular is "a unique advertising location in the City of New York," Lebron stated in an affidavit that:

> The very size of the Spectacular allowed me to design and visualize this work with an effectiveness and clarity that would have been otherwise impossible to achieve. Its size and shape make it one of the largest advertising display spaces in New York City, and its prominent location in Pennsylvania Station means that it is visible to a large segment of the traveling public, providing an excellent opportunity ***654** to reach exactly the kind of audience I hope to engage with the subject matter of this piece. For all of these reasons, I consider the space an extraordinarily unique advertising location in New York City, and a unique challenge to my communicative skills as an artist that no gallery and few other public environments could provide.

Shortly thereafter, Amtrak rejected the Display, stating that its " 'policy is that it will not allow political advertising on the [S]pectacular advertising sign.' " *Lebron II*, 12 F.3d at 389 (quoting Amtrak rejection letter, alteration in *Lebron II*).

This policy, however, is not committed to writing, *Lebron I*, 811 F.Supp. at 1001, although the licensing agreement between Amtrak and TDI (which is addressed to all of Amtrak's advertising space) states that: " 'All advertising material, exhibit material, notices and advertisements, and their manner of presentation and design, shall be subject to approval by Amtrak, which may disapprove any such items at its own discretion.' " *Id.* at 1002 (quoting licensing agreement).[FN1] In addition, the licensing agreement provides that public service announcements may be accepted, at a reduced rate and when space is available, although they may be preempted by commercial advertising. *Id.* at 1003. Public service advertisements may be accepted only from " 'recognized, legitimate [tax exempt] not-for-profit organizations, corporations, National, State or Local government agencies and subdivisions, philanthropic or cultural organizations whose activities would be of interest or benefit to a majority of the area population,' " and must "adhere to 'good taste, decency and community standards.' " *Id.* (quoting licensing agreement, alterations in *Lebron I*).

> FN1. The licensing agreements between Amtrak's predecessor, the Pennsylvania Railroad Company ("PRC"), and TDI provided that the PRC could refuse any advertisement that it deemed " 'unlawful, immoral, improper or offensive to good taste ... or [to] involve *political* or other views which could result in dissension or [to] involve [PRC] in dissension, complaints or controversy with its patrons or the public.' " *Lebron I*, 811 F.Supp. at 1001-02 (quoting PRC-TDI licensing agreements) (alterations partially added, emphasis added). However, this language has been superseded by the language quoted in the text of this opinion.

In this regard, Amtrak has leased advertising space to various noncommercial groups, including:

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> the New York Department of the Environment, the New York Department of Commerce, a foundation for muscular dystrophy, and *Plain Truth* Magazine, a free magazine on political and social issues published by The Worldwide Church of God. In addition, testimony of the general counsel of TDI indicates that TDI regularly displays public service advertisements, including subjects such as the homeless, the environment, drunk driving, AIDS awareness, health issues, and race relations.

Id. at 1004. *The Plain Truth* is distributed at a four-sided, seven-foot kiosk that displays an advertisement for the magazine and is located in front of the Spectacular.

In addition, however, it is undisputed that in the twenty-six years of its existence, the Spectacular has never been used for any type of advertising other than commercial promotions. The only advertisements that have appeared on the Spectacular have promoted DuPont Company, Resorts International in Atlantic City, the Broadway play "Sophisticated Ladies," Fujitsu Computers, Nike athletic wear, and A & S Department Stores.[FN2] Moreover, as Lebron has acknowledged, Amtrak previews proposed advertisements for the Spectacular, while it views advertisements to be used at other locations only after they are exhibited.

> FN2. The stated twenty-six years of the Spectacular's existence, and the list of advertisers over that period, is premised upon the record presented on this appeal, which was completed over two years ago.

Lebron commenced this action alleging a violation of his First Amendment rights and breach of contract, and seeking equitable relief or, alternatively, damages. The district court granted a mandatory injunction requiring Amtrak and TDI to exhibit the Display on the Spectacular. *Lebron I*, 811 F.Supp. at 1005. After holding that Amtrak is a government actor subject to the First ***655** Amendment, *id.* at 995-1000, the court concluded that Amtrak's refusal to exhibit the Display violated that amendment. *Id.* at 1000-05. The court provided four bases for this determination: (1) Amtrak's policy of not accepting political advertisements is not clearly set forth, in that it is not reduced to writing, *id.* at 1001-02; (2) the policy is vague, in that it is difficult to draw the line between political, public interest, and commercial advertisements, as demonstrated by conflicting testimony by Amtrak's officials, *id.* at 1002-03; (3) the policy is not consistently applied, in that certain public service advertisements that Amtrak has accepted might be viewed as political, *id.* at 1003-04; and (4) the policy may be void as discriminating on the basis of viewpoint, in that Amtrak may inquire into whether a particular advertisement is offensive, *id.* at 1004-05.

As previously stated, we initially reversed on the ground that Amtrak is not subject to First Amendment constraints, and therefore did not consider the merits of Lebron's First Amendment claim. *Lebron II*, 12 F.3d at 392. We instructed the district court not to exercise supplemental jurisdiction over the remaining state law claim, but noted that Lebron would be free to pursue that claim in state court. *Id.* at 392-93. The Supreme Court reversed and remanded on the "government actor" issue, directing us to consider the merits of Lebron's First Amendment claim. *Lebron III*, 513 U.S. at ---- - ----, 115 S.Ct. at 974-75.

We requested supplemental letter briefs from the parties, and heard reargument on the First Amendment issues.

Discussion

[1][2][3] Because Lebron seeks access to government property, we begin with a review of the public forum doctrine.

> Under this approach, regulation of speech on government property that has traditionally been available for public expression is subject to the highest scrutiny. Such regulations survive only if

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> they are narrowly drawn to achieve a compelling state interest. *Perry [Educ. Ass'n v. Perry Local Educators' Ass'n]*, 460 U.S. [37,] 45, 103 S.Ct. [948,] 955 [74 L.Ed.2d 794] [(1983)]. The second category of public property is the designated public forum, whether of a limited or unlimited character-property that the state has opened for expressive activity by part or all of the public. *Ibid.* Regulation of such property is subject to the same limitations as that governing a traditional public forum. *Id.*, at 46, 103 S.Ct., at 955. Finally, there is all remaining public property. Limitations on expressive activity conducted on this last category of property must survive only a much more limited review. The challenged regulation need only be reasonable, as long as the regulation is not an effort to suppress the speaker's activity due to disagreement with the speaker's view. *Ibid.*

International Soc'y for Krishna Consciousness, Inc. v. Lee, 505 U.S. 672, ----, 112 S.Ct. 2701, 2705-06, 120 L.Ed.2d 541 (1992). Reasonable, content-neutral time, place, or manner restrictions are permissible in a public forum. *See Ward v. Rock Against Racism*, 491 U.S. 781, 791, 109 S.Ct. 2746, 2753-54, 105 L.Ed.2d 661 (1989).

"[I]n defining the forum [the Supreme Court has] focused on the *access sought by the speaker*.... In cases in which limited access is sought, [the Court's] cases have taken a more tailored approach to ascertaining the perimeters of a forum within the confines of the government property." *Cornelius v. NAACP Legal Defense and Educ. Fund, Inc.*, 473 U.S. 788, 801, 105 S.Ct. 3439, 3448, 87 L.Ed.2d 567 (1985) (emphasis added) (holding that federal fund-raising drive, not federal workplace generally, was relevant forum for analysis).

[4] Amtrak contends that our public forum inquiry must focus on the Spectacular alone, rather than all Penn Station advertising space. We agree. Because of its unique size, location, and visibility, Lebron sought access only to the Spectacular, and refused to accept any other advertising space in New York City managed by TDI. Although Lebron now contends that we should broaden our public forum inquiry to all Penn Station advertising space, it was he who determined that only the Spectacular would be acceptable for his display. *Cf.* ***656***Air Line Pilots Ass'n, Int'l v. Department of Aviation*, 45 F.3d 1144, 1151-52 (7th Cir.1995) (where speaker seeks access to diorama display cases in airport, public forum inquiry focuses on display cases rather than airport as a whole); *Hubbard Broadcasting, Inc. v. Metropolitan Sports Facilities Comm'n*, 797 F.2d 552, 555-56 (8th Cir.) (where speaker seeks access to advertising space in sports arena, public forum inquiry focuses on advertising space rather than entire arena), *cert. denied*, 479 U.S. 986, 107 S.Ct. 576, 93 L.Ed.2d 579 (1986).

[5] To determine the Spectacular's forum category, we must examine "the policy and practice of the government to ascertain whether it intended to designate a place not traditionally open to assembly and debate as a public forum." *Cornelius*, 473 U.S. at 802, 105 S.Ct. at 3449. We must bear in mind that "[t]he government does not create a public forum by inaction or by permitting limited discourse, but only by intentionally opening a nontraditional forum for public discourse." *Id.; see also Krishna*, 505 U.S. at ----, 112 S.Ct. at 2706 (quoting *Cornelius*, 473 U.S. at 802, 105 S.Ct. at 3449). Thus, even when the government opens a forum for some speech, the forum does not become a public forum if the government did not intend to open the forum without limitation. *See United States v. Kokinda*, 497 U.S. 720, 730, 110 S.Ct. 3115, 3121-22, 111 L.Ed.2d 571 (1990) (plurality opinion); *Perry Educ. Ass'n v. Perry Local Educators Ass'n*, 460 U.S. 37, 48, 103 S.Ct. 948, 956-57, 74 L.Ed.2d 794 (1983). When only some First Amendment access has been granted, the reasonableness test applies. *Kokinda*, 497 U.S. at 730, 110 S.Ct. at 3121-22 (plurality opinion); *Perry*, 460 U.S. at 49, 103 S.Ct. at 957.

Although Amtrak does not maintain a written policy with respect to the Spectacular, its practice is clear; it has never opened the Spectacular for any-

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thing except purely commercial advertising. *See Air Line Pilots Ass'n,* 45 F.3d at 1154 ("[A] court must examine the *actual* policy-as gleaned from the *consistent* practice with regard to various speakers-to determine whether a state intended to create a designated public forum".); *cf. AIDS Action Comm. v. Massachusetts Bay Transp. Auth.,* 42 F.3d 1, 10-12 (1st Cir.1994) (prohibiting advertisements concerning use of condoms pursuant to written policy prohibiting sexually explicit advertisements constituted "discrimination in the application of supposedly neutral standards" when other sexually explicit advertisements had been allowed).

[6] In light of Amtrak's undisputed practice with respect to the Spectacular, therefore, we conclude that the Spectacular is not a public forum; most likely, it is a non-public forum, or perhaps it is a limited public forum opened for purely commercial speech. *See Calash v. City of Bridgeport,* 788 F.2d 80, 83-84 (2d Cir.1986) (sports arena opened only to civic, charitable, and nonprofit groups either a nonpublic forum or a limited public forum not required to accommodate other members of general public).

Accordingly, Amtrak's policy of excluding noncommercial advertisements from the Spectacular will be upheld so long as the policy is "viewpoint-neutral and reasonable in relation to the forum's purpose." *Calash,* 788 F.2d at 84; *see also Cornelius,* 473 U.S. at 806, 105 S.Ct. at 3451 ("Control over access to a nonpublic forum can be based on subject matter and speaker identity so long as the distinctions drawn are reasonable in light of the purpose served by the forum and are viewpoint neutral.").

Lehman v. City of Shaker Heights, 418 U.S. 298, 94 S.Ct. 2714, 41 L.Ed.2d 770 (1974), is particularly well addressed to this issue as presented in the instant case. In *Lehman,* the city imposed a ban on political advertisements in buses, but allowed other types of advertisements, including commercial and public service ads. A candidate for public office challenged this policy as a First Amendment violation, and the Court responded as follows:

> Here, we have no open spaces, no meeting hall, park, street corner, or other public thoroughfare. Instead, the city is engaged in commerce. It must provide rapid, convenient, pleasant, and inexpensive service to the commuters of Shaker Heights. The car card space, although incidental to the provision of public transportation,***657** is part of the commercial venture. In much the same way that a newspaper or periodical, or even a radio or television station, need not accept every proffer of advertising from the general public, a city transit system has discretion to develop and make reasonable choices concerning the type of advertising that may be displayed in its vehicles. In making these choices, this Court has held that a public utility "will be sustained in its protection of activities in public places when those activities do not interfere with the general public convenience, comfort and safety." *Public Utilities Comm'n v. Pollak,* 343 U.S. [451,] 464-65, [72 S.Ct. 813, 821-22, 96 L.Ed. 1068 [(1952)].
>
> Because state action exists, however, the policies and practices governing access to the transit system's advertising space must not be arbitrary, capricious, or invidious.... Revenue earned from long-term commercial advertising could be jeopardized by a requirement that short-term candidacy or issue-oriented advertisements be displayed on car cards. Users would be subjected to the blare of political propaganda. There could be lurking doubts about favoritism, and sticky administrative problems might arise in parceling out limited space to eager politicians. In these circumstances, the managerial decision to limit car card space to innocuous and less controversial commercial and service oriented advertising does not rise to the dignity of a First Amendment violation....
>
> No First Amendment forum is here to be found. The city consciously has limited access to its transit system advertising space in order to minimize chances of abuse, the appearance of favor-

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> itism, and the risk of imposing upon a captive audience. These are reasonable legislative objectives advanced by the city *in a proprietary capacity.* In these circumstances, there is no First or Fourteenth Amendment violation.

Lehman, 418 U.S. at 303-04, 94 S.Ct. at 2717-18 (plurality opinion) (emphasis added).[FN3]

> FN3. Lebron contends that because the only government interest in *Lehman* that garnered the support of a majority of the Court is protecting captive audiences, the case must be read as so limited. However, the Supreme Court has repeatedly reaffirmed a broader reading of *Lehman,* often specifically citing to the plurality opinion. *See, e.g., Krishna,* 505 U.S. at ----, 112 S.Ct. at 2705 ("[W]e have upheld a ban on political advertisements in city-operated transit vehicles") (citing *Lehman*); *Kokinda,* 497 U.S. at 726, 110 S.Ct. at 3119 (plurality opinion) ("In *Lehman,* the plurality concluded that the ban on political advertisements (combined with the allowance of other advertisements) was permissible under [the arbitrary and capricious] standard....") (followed by quotation from *Lehman,* 418 U.S. at 304, 94 S.Ct. at 2717-18) (plurality opinion); *Cornelius,* 473 U.S. at 806, 105 S.Ct. at 3451 ("[A] speaker may be excluded from a nonpublic forum if he wishes to address a topic not encompassed within the purpose of the forum....") (citing *Lehman*); *Perry,* 460 U.S. at 47, 103 S.Ct. at 956 ("[I]n [*Lehman*] (opinion of BLACKMUN, J.), a plurality of the Court concluded that a city transit system's rental of space in its vehicles for commercial advertising did not require it to accept partisan political advertising."); *see also Air Line Pilots Ass'n,* 45 F.3d at 1153 n. 3 (declining "to limit *Lehman*'s holding to situations involving captive audiences"); *Calash,* 788 F.2d at 84 (citing *Lehman* plurality opinion for proposition that "rental of space to commercial advertisers does not require City to accept political advertising on buses"). We therefore see no need to address Amtrak's argument that its policy could be justified on the basis of the captive audience doctrine.

[7] It is especially significant that, as in *Lehman,* Amtrak acts in this case in a proprietary capacity, rather than as a governmental regulator. As the Court stated in *Krishna:*

> Where the government is acting as a proprietor, managing its internal operations, rather than acting as lawmaker with the power to regulate or license, its action will not be subjected to the heightened review to which its actions as a lawmaker may be subject. *Kokinda, supra,* 497 U.S., at [725], 110 S.Ct., at [3119] (plurality opinion) (citing *Cafeteria & Restaurant Workers v. McElroy,* 367 U.S. 886, 896, 81 S.Ct. 1743, 1749, 6 L.Ed.2d 1230 (1961)). Thus, we have upheld a ban on political advertisements in city-operated transit vehicles, *Lehman v. City of Shaker Heights,* 418 U.S. 298, 94 S.Ct. 2714, 41 L.Ed.2d 770 (1974), even though the city permitted other types of advertising on those vehicles. Similarly, we have permitted a school district***658** to limit access to an internal mail system used to communicate with teachers employed by the district. *Perry Education Assn. v. Perry Local Educators' Ass'n,* 460 U.S. 37, 103 S.Ct. 948, 74 L.Ed.2d 794 (1983).

505 U.S. at ----, 112 S.Ct. at 2705.

[8][9] Amtrak's decision, as a proprietor, to decline to enter the political arena, even indirectly, by displaying political advertisements is certainly reasonable. Amtrak's position as a government controlled and financed public facility, used daily by thousands of people, made it highly advisable to avoid the criticism and the embarrassments of allowing any display seeming to favor any political view. This was particularly so with respect to the Spec-

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tacular in view of its uniqueness and size. *Cf. Calash,* 788 F.2d at 84 (finding the city's decision to limit access to sports arena to civic, charitable, and non-profit groups, but not rock musicians, reasonable) (citing *Cornelius,* 473 U.S. at 809-11, 105 S.Ct. at 3452-54; *Perry,* 460 U.S. at 50-53, 103 S.Ct. at 958-59; and *Lehman,* 418 U.S. at 304, 94 S.Ct. at 2718 (plurality opinion)). Nor would a policy against "political" advertising on the Spectacular be void for vagueness in light of the Supreme Court's decision in *Lehman,* 418 U.S. at 303-04, 94 S.Ct. at 2717-18 (plurality opinion).

Lebron urges us to reach the same conclusion as the district court, arguing that Amtrak's policy is unwritten, inconsistently applied, and possibly viewpoint biased. We disagree.

The fact that a policy is not committed to writing does not of itself constitute a First Amendment violation. *Cf. City of Lakewood v. Plain Dealer Publishing Co.,* 486 U.S. 750, 770, 108 S.Ct. 2138, 2151, 100 L.Ed.2d 771 (1988) ("[T]he limits the city claims are implicit in its law must be made explicit by textual incorporation, binding judicial or administrative construction, or well-established practice."). *City of Lakewood* and the other cases cited by the district court stand for the propositions that "in the area of free expression a licensing statute placing unbridled discretion in the hands of a government official or agency constitutes a prior restraint and may result in censorship," *id.* at 757, 108 S.Ct. at 2144, and that "the absence of express standards makes it difficult to distinguish, 'as applied,' between a licensor's legitimate denial of a permit and its illegitimate abuse of censorial power." *Id.* at 758, 108 S.Ct. at 2144.

Neither of these concerns is implicated here. Amtrak's prior written agreements, together with the testimony of the Amtrak official responsible for approving advertisements on the Spectacular and Amtrak's historic practice of reserving the Spectacular for commercial advertisements, dispel the notion that Amtrak enjoyed "unbridled discretion" or could have perpetrated an "illegitimate abuse of censorial power" in rejecting an advertisement because of its political content. Furthermore, because the policy against political advertisements was limited in scope to the Spectacular, there is no evidence that Amtrak's policy has ever been applied inconsistently.

[10] The district court also intimated that Amtrak's policy might be void for viewpoint bias, depending upon which of the conflicting versions offered at trial represented Amtrak's true policy. Although the district court entered no findings of fact, its concern was primarily based upon statements appearing in Amtrak's 1967 and 1980 agreements with TDI, which gave Amtrak the discretion to refuse any advertising that "involve[s] political or other views which could result in dissension or involve [Amtrak] in dissension, complaints or controversy with its patrons or the public." 811 F.Supp. at 1001-02 (quoting TDI licensing agreements) (alterations partly added). Of course, if such a policy were used to screen out only controversial political advertisements-that is, political advertisements distasteful to the majority-it would be void for viewpoint bias. On the other hand, it seems more sensible to read the language as a justification, however inartfully phrased, for a categorical ban against political advertising, *see, e.g., Lehman,* 418 U.S. at 304, 94 S.Ct. at 2718 (characterizing commercial advertising as "innocuous and less controversial" than political advertising), rather ***659** than as a test for discriminating against certain types of political advertisements.[FN4]

> FN4. Lebron invokes *Lamb's Chapel v. Center Moriches Union Free School District,* 508 U.S. 384, 113 S.Ct. 2141, 124 L.Ed.2d 352 (1993), which invalidated a ban on the showing of religiously oriented films in public schools when secularly oriented films on the identical subjects were permitted, to argue that Amtrak's policy violates viewpoint neutrality. Lebron perceives viewpoint discrimination because "[u]nder Amtrak's policy, the Coors Brew-

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> ing Company could advertise and *encourage* purchase of its beer, but Lebron's critical treatment of the same subject matter, *discouraging* purchase of Coor's beer, was rejected because it expressed a 'political' point of view." The argument is plainly specious. The "subject matter" of the Display can hardly be described, with any remote sense of accuracy, as the merits or demerits of Coors Beer. As Lebron himself stated in an affidavit, "I do not seek to sell anything other than ideas with this advertisement."

[11] Because we have found that Amtrak's policy against political advertisements was limited in scope to the Spectacular, Lebron's attempt to attack Amtrak's policies regarding the acceptance of advertisements in Penn Station generally, rather than on the Spectacular, amounts, in substance, to a facial challenge to those policies as they might be applied to advertisements other than Lebron's and to locations not at issue. Ordinary rules of standing, of course, would bar Lebron from mounting such a challenge. As the Supreme Court has made clear: "Embedded in the traditional rules governing constitutional adjudication is the principle that a person to whom a statute may constitutionally be applied will not be heard to challenge that statute on the ground that it may conceivably be applied unconstitutionally to others, in other situations not before the Court." *Broadrick v. Oklahoma,* 413 U.S. 601, 610, 93 S.Ct. 2908, 2915, 37 L.Ed.2d 830 (1973) (collecting cases).

[12][13] Further, "[t]he question of standing is not subject to waiver ...: 'we are required to address the issue even if the courts below have not passed on it, and even if the parties fail to raise the issue before us. The federal courts are under an independent obligation to examine their own jurisdiction, and standing "is perhaps the most important of [the jurisdictional] doctrines." ' " *United States v. Hays,* 515 U.S. 737, ----, 115 S.Ct. 2431, 2435, 132 L.Ed.2d 635 (1995) (quoting *FW/PBS, Inc. v. City of Dallas,* 493 U.S. 215, 230-31, 110 S.Ct. 596, 607, 107 L.Ed.2d 603 (1990) (quoting *Allen v. Wright,* 468 U.S. 737, 750, 104 S.Ct. 3315, 3324, 82 L.Ed.2d 556 (1984))) (alteration in *FW/PBS*).

Broadrick also recognized, however, that "the Court has altered its traditional rules of standing to permit-in the First Amendment area-'attacks on overly broad statutes with no requirement that the person making the attack demonstrate that his own conduct could not be regulated by a statute drawn with the requisite narrow specificity.' " 413 U.S. at 612, 93 S.Ct. at 2916 (quoting *Dombrowski v. Pfister,* 380 U.S. 479, 486, 85 S.Ct. 1116, 1121, 14 L.Ed.2d 22 (1965)). *Broadrick* went on to emphasize that this overbreadth doctrine "has been employed by the Court sparingly and only as a last resort." 413 U.S. at 613, 93 S.Ct. at 2916; *see also Younger v. Harris,* 401 U.S. 37, 52, 91 S.Ct. 746, 754, 27 L.Ed.2d 669 (1971) ("Procedures for testing the constitutionality of a statute 'on its face' ... are fundamentally at odds with the function of the federal courts in our constitutional plan.").

[14][15] In our view, this case affords no occasion for application of the overbreadth doctrine, and Lebron accordingly lacks standing to assert a general challenge to Amtrak's advertising policies. The doctrine has only been applied to the conduct of the government in its role as a regulator, not as a proprietor. *See, e.g., City of Lakewood,* 486 U.S. at 759-62, 108 S.Ct. at 2145 (newspaper permitted to mount facial challenge to ordinance that granted municipal mayor uncircumscribed authority to allow or disallow distribution of newspapers via newsracks on public streets); *Board of Airport Comm'rs v. Jews for Jesus, Inc.,* 482 U.S. 569, 571, 574-77, 107 S.Ct. 2568, 2570, 2572-73, 96 L.Ed.2d 500 (1987) (allowing overbreadth challenge to ordinance that barred "First Amendment activities within the Central Terminal Area at Los Angeles International Airport"). It is invoked against a statute that " 'threatens others not before the court-those who desire*660 to engage in legally protected expression but who may refrain from doing so

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rather than risk prosecution or undertake to have the law declared partially invalid,' " *id.* at 574, 107 S.Ct. at 2572 (quoting *Brockett v. Spokane Arcades, Inc.*, 472 U.S. 491, 503, 105 S.Ct. 2794, 2802, 86 L.Ed.2d 394 (1985)), and invalidation of a statute on its face is permitted "only if the overbreadth is 'substantial.' " *Id.* (collecting cases).

[16] Such concerns simply are not implicated by Amtrak's role as the proprietor of Penn Station, essentially seeking to derive revenues from the sale of advertising while minimizing interference with or disruption of the station's commercial function. *See Lehman*, 418 U.S. at 303, 94 S.Ct. at 2717 (plurality opinion). Thus, Lebron lacks standing to present a facial challenge to Amtrak's general advertising policies in this litigation. This would be so even if Lebron had adduced a stronger showing of erosion of Amtrak's policy against political advertisements than the handful of assertedly borderline cases that was presented in this litigation. As Chief Judge Newman pointed out in *Lebron II*, "Amtrak's billboard space in Pennsylvania Station, even if used in the past for ads of a public service nature, has not become a forum for ads of such pointed political content as Lebron's attack on the makers of Coors Beer for promoting 'The Far Right's political agenda.' " 12 F.3d at 394 (Newman, C.J., dissenting).

Conclusion

We reverse the judgment of the district court and remand with the instruction that the district court dismiss Lebron's complaint. As previously noted, *see Lebron II*, 12 F.3d at 392-93, Lebron is free to pursue his state law claim in state court.

JON O. NEWMAN, Chief Judge, dissenting:
Because I believe that Amtrak, a governmental entity now authoritatively determined to be subject to First Amendment limitations, *see Lebron v. National R.R. Passenger Corp.*, 513 U.S. 374, 115 S.Ct. 961, 130 L.Ed.2d 902 (1995), has violated the First Amendment by its rejection of the political advertisement that Michael Lebron contracted to display on a billboard in Penn Station, I respectfully dissent.

The Court's dismissal of Lebron's lawsuit rests on two premises, both of which, in my view, are flawed. The first concerns the identification of the forum for purposes of applying public forum analysis. The second concerns the standard for determining whether a governmental actor's policy for rejecting advertisements violates First Amendment requirements.

1. *The relevant forum.* The premise of the Court's identification of the relevant forum is that, in advertising cases, a court should consider the particular billboard on which an applicant wishes to display a message. Proceeding from this premise, the Court narrows its inquiry to "the Spectacular," the large billboard high on the west wall of the rotunda of the upper level of Penn Station. No prior case has taken such a restricted view of the relevant forum, and I think it can be readily demonstrated that the Court's premise is incorrect.

The Supreme Court has instructed that the relevant forum is to be determined by "the access sought by the speaker." *Cornelius v. NAACP Legal Defense and Educational Fund, Inc.*, 473 U.S. 788, 801, 105 S.Ct. 3439, 3448, 87 L.Ed.2d 567 (1985). The meaning of that instruction is made clear by the facts of *Cornelius*. The plaintiff sought access to what the Court called "a particular means of communication," *id.*-the Combined Federal Campaign, a charity drive aimed at federal employees. The Court ruled that the charity campaign itself was the relevant forum, rather than the entirety of the federal workplace. The cases relied on by *Cornelius* further illuminate the Court's meaning. In *Perry Education Assn. v. Perry Local Educators' Assn.*, 460 U.S. 37, 103 S.Ct. 948, 74 L.Ed.2d 794 (1983), the Court confined its inquiry to a school district's interschool mail system, rather than all parts of school property. *Cornelius* referred to the mail system as "a particular *means* of communication." 473 U.S. at 801, 105 S.Ct. at 3448 (emphasis added). In

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661Lehman v. City of Shaker Heights,* 418 U.S. 298, 94 S.Ct. 2714, 41 L.Ed.2d 770 (1974), the Court confined its inquiry to advertising space on city-owned buses.

All of these cases focus on a means of communication, not the particular location where an advertiser prefers to display its ad. It is unimaginable that in *Cornelius* the Court would have permitted one political party to solicit funds through the Combined Federal Campaign at one side of the lobby of a federal building while denying another party the opportunity to solicit funds through the Campaign at the other side, or that in *Perry* the Court would have permitted one group to place a political message in the mail boxes of one school while denying another group a similar right at other schools, or that in *Lehman* the Court would have permitted political ads on one bus while prohibiting political ads on other buses.

The two cases relied on by the majority in the pending appeal, both interestingly and accurately cited with a signal meaning "compare," are also instructive. In *Air Line Pilots Assn. v. Dept. of Aviation,* 45 F.3d 1144 (7th Cir.1995), the Court focused on diorama display cases throughout an airport, rather than the entirety of the airport. The Court did not limit its analysis to one display case. In *Hubbard Broadcasting, Inc. v. Metropolitan Sports Facilities Commission,* 797 F.2d 552 (9th Cir.), *cert. denied,* 479 U.S. 986, 107 S.Ct. 576, 93 L.Ed.2d 579 (1986), the Court focused on all advertising space in a sports arena, rather than the entirety of the arena. The Court did not limit its analysis to one portion of the advertising space.

Nevertheless, the Court in the pending case limits its public forum analysis to the one billboard in Penn Station on which Lebron wishes to display his ad-the so-called "Spectacular." There is no question that this billboard is bigger than any other in Penn Station, more visible, and, if one can afford it, more desirable. But public forum analysis cannot be so particularized as to focus on one of several billboards on government property, no matter how preferable that one billboard's size and location may be to an advertiser. The reason can be readily demonstrated. As everyone who has ever walked through Penn Station knows, the Spectacular is high atop the west wall of the station's rotunda, and two small billboards are high atop the north and south walls of the same rotunda. If Amtrak had permitted the Democratic Party to place political ads on either of the two smaller billboards in the rotunda, can it be seriously argued that any court would limit its forum analysis to the one large billboard and permit Amtrak to deny the Republican Party the opportunity to place its political ad on the Spectacular, just because no political ad had previously been on that precise space?

The relevant forum must be at least advertising space in the rotunda of Penn Station-the means of communication to which Lebron sought access. Once the forum is defined to have at least this scope, Amtrak's violation of the First Amendment is evident because it has leased advertising space on a kiosk in the rotunda for *The Plain Truth,* a magazine the Court acknowledges is devoted to "political and social issues." It is clearly unconstitutional for Amtrak to permit its advertising space in the rotunda to be used to convey the message of *The Plain Truth* and deny space in the same rotunda to the message that Lebron believes conveys the plain truth about the brewers of Coors Beer.

2. *Amtrak's policy.* Even if the relevant forum is the one billboard space known as the Spectacular, the Court's second premise-that the scope and lawfulness of Amtrak's exercise of discretion regarding political ads may be ascertained solely from its past practice-is also unsound. The proper inquiry, the Supreme Court has instructed, focuses not solely on past practice but on "policy and practice," *Cornelius,* 473 U.S. at 802, 105 S.Ct. at 3449; *see Lehman,* 418 U.S. at 303, 94 S.Ct. at 2717 ("policies and practices"). If it were the case that the only evidence of Amtrak's approach to political ads was its past practice, an inquiry confined to that practice would be defensible. But the record in this case

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contains more evidence, and the District Court made findings based on that evidence that are not even arguably clearly erroneous.

First, the agreement between Amtrak and Transportation Displays Incorporated (TDI), the leasing agent for billboards in Penn Station,***662** states, "All advertising material, exhibit material, notices and advertisements, and their manner of presentation and design, shall be subject to approval by Amtrak, which may disapprove any such items at its own discretion." *Lebron v. National R.R. Passenger Corp.*, 811 F.Supp. 993, 1002 (S.D.N.Y.1993). It is difficult to imagine a more standardless statement of policy. Second, as the District Court found, neither the key Amtrak official responsible for supervising Amtrak's arrangements with TDI nor any of the executives of TDI knew of any prohibition on political advertising at any of Amtrak's facilities. *Id.* Third, other key Amtrak officials could not agree on what Amtrak's policy was. One testified that the policy prohibited only those advertisements that were both "political and divisive or objectionable," while another could not say what the policy meant. *Id.* Fourth, the guidelines of Amtrak's leasing agent, TDI, do not prohibit political advertisements but merely consider them commercial and therefore subject to full rate charge. *Id.* at 1003.

In view of this evidence, the District Court's findings that Amtrak's alleged policy against political ads was unwritten, unclear, and undisseminated provide ample basis for the Court's ultimate conclusion that the policy permitted the unfettered exercise of discretion and created the risk of abuse that the First Amendment prohibits. *See Lebron v. Washington Metropolitan Area Transit Authority*, 749 F.2d 893, 899 (D.C.Cir.1984).

Disregarding the evidence and the District Judge's findings, this Court ascertains Amtrak's policy solely by looking to the past practice of not yet contracting for a political ad on the Spectacular. But where a policy is unwritten, unclear, and undisseminated, the fact that it has not yet been used discriminatorily does not save it from invalidation under the First Amendment. The vice of conferring unfettered discretion on government officials to determine which messages may be conveyed is not avoided by their past pattern of not making a discriminatory decision. The vice inheres in the opportunity for discrimination, and the First Amendment requires that opportunity to be held to an acceptable minimum by a clear and well understood policy that appropriately limits the discretion of the officials who must administer it. *See Gentile v. State Bar of Nevada*, 501 U.S. 1030, 1051, 111 S.Ct. 2720, 2732, 115 L.Ed.2d 888 (1991) (imprecise standards concerning permissible statements by lawyers); *Lakewood v. Plain Dealer Publishing Co.*, 486 U.S. 750, 755-59, 108 S.Ct. 2138, 2143-45, 100 L.Ed.2d 771 (1988) (unfettered discretion to permit newspaper dispensing devices on governmental property). As the Supreme Court has observed,

> The prohibition against vague regulations of speech is based in part on the need to eliminate the impermissible risk of discriminatory enforcement.... The question is not whether discriminatory enforcement occurred here, and we assume it did not, but whether the Rule is so imprecise that discriminatory enforcement is a real possibility."

Gentile, 501 U.S. at 1051, 111 S.Ct. at 2732 (citations omitted). In some cases, it might be possible to infer the existence of a policy that passes constitutional muster from a record consisting solely of a pattern of past practice. But in the pending case such a policy cannot be inferred from past practice in the face of substantial evidence that has persuaded a District Judge to make findings that the alleged policy was not understood by the officials responsible for administering it.

Wholly apart from the absence of a clear, understandable, and understood policy, Lebron might be correct that, to the extent that the defendant's policy purports to bar political ads, it is a viewpoint-based discrimination that violates the First Amendment. *See Air Line Pilots Assn. v. Department of Aviation*, 45 F.3d 1144 (7th Cir.1995). As Lebron contends,

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the defendants are willing to display an ad urging the public to buy Coor's beer but are unwilling to display his ad urging the public not to do so. He makes a substantial argument that viewpoint-based discrimination is occurring when government allows an ad promoting the sale of a product, but purports to prohibit an ad opposing a product because of the views of its manufacturer. Presumably, Amtrak would allow an ad opposing the sale of Coor's beer because of its alcoholic content or for any reason unrelated ***663** to the views of its manufacturer. I need not decide whether to accept Lebron's argument since his other positions are well supported on this record.

In my view, the District Court's findings, fully supported by the evidence, entitled Lebron to prevail on his claim that Amtrak's refusal to permit display of his ad violated the First Amendment. At a minimum, he is entitled to a declaration that Amtrak has violated the First Amendment, damages (to the extent, if any, not precluded by *F.D.I.C. v. Meyer*, 510 U.S. 471, ---- - ----, 114 S.Ct. 996, 1004-06, 127 L.Ed.2d 308 (1994)), and equitable relief requiring promulgation and dissemination of a clear policy concerning political ads. Since the Court concludes that Amtrak has no liability at all, I need not consider the further issue of whether the equitable relief ought to include a requirement that Lebron's ad be displayed. My statement from the prior appeal, 12 F.3d at 394 (Newman, C.J., dissenting), quoted by the Court out of its context, was directed solely at the issue of the possible scope of relief, not the issue of liability on which the Court today rules.

I respectfully dissent.

C.A.2 (N.Y.),1995.
Lebron v. National R.R. Passenger Corp. (Amtrak)
69 F.3d 650, 64 USLW 2291

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569 F.3d 1029, 2009 Daily Journal D.A.R. 9302
(Cite as: 569 F.3d 1029)

United States Court of Appeals,
Ninth Circuit.
Michael James BERGER, a single man also known as Magic Mike, Plaintiff-Appellee,
v.
CITY OF SEATTLE; Virginia Anderson, Director of Seattle Center; Michael Anderson, Emergency Service Manager for Seattle Center; Ten Unknown Employees/Officers, of the Seattle Center and the City of Seattle, all in both their individual and official capacities, Defendants-Appellants.
No. 05-35752.

Argued and Submitted Sept. 23, 2008.
Filed June 24, 2009.

Background: Street performer brought action against city, alleging that rules concerning use of public park violated the First Amendment by restricting speech activity. The United States District Court for the Western District of Washington, James L. Robart, J., granted summary judgment in favor of performer. City appealed. The Court of Appeals, 512 F.3d 582, reversed and remanded.

Holdings: On rehearing en banc, the Court of Appeals, Marsha S. Berzon, Circuit Judge, held that:
(1) rule requiring performers to obtain permits before performing was not sufficiently narrowly tailored to meet standard for a valid time, place, and manner regulation of speech;
(2) genuine issue of material fact as to whether rule limiting performers to designated locations left open ample alternative channels for communication precluded summary judgment on claim that this rule violated First Amendment;
(3) rule allowing performers to passively, but not actively, solicit donations was content-based;
(4) rule governing solicitation was not the least restrictive means by which city could have discouraged aggressive solicitation;
(5) public park-goers were not a protectable captive audience; and
(6) even if city had a substantial interest in protecting certain park-goers from communications by others, rule prohibiting all speech activities within 30 feet of any captive audience was not narrowly tailored to meet that interest.

Affirmed in part and remanded in part.

Kozinski, Chief Judge, dissented and filed opinion in which Gould And Tallman, Circuit Judges, joined.

Gould, Circuit Judge, dissented and filed opinion in which Kozinski, Chief Judge, and Tallman, Circuit Judge, joined.

N.R. Smith, Circuit Judge, filed opinion concurring in part and dissenting in part in which Kozinski, Chief Judge, joined in part.

West Headnotes

[1] Constitutional Law 92 ⇐1038

92 Constitutional Law
92VI Enforcement of Constitutional Provisions
92VI(C) Determination of Constitutional Questions
92VI(C)4 Burden of Proof
92k1032 Particular Issues and Applications
92k1038 k. Freedom of Speech, Expression, and Press. Most Cited Cases
The government bears the burden of justifying the regulation of expressive activity in a public forum. U.S.C.A. Const.Amend. 1.

[2] Federal Courts 170B ⇐776

170B Federal Courts
170BVIII Courts of Appeals
170BVIII(K) Scope, Standards, and Extent

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170BVIII(K)1 In General
170Bk776 k. Trial De Novo. Most Cited Cases
The Court of Appeals reviews a district court's legal determinations, including constitutional rulings, de novo.

[3] Federal Courts 170B ⇐776

170B Federal Courts
170BVIII Courts of Appeals
170BVIII(K) Scope, Standards, and Extent
170BVIII(K)1 In General
170Bk776 k. Trial De Novo. Most Cited Cases
A district court's determinations on mixed questions of law and fact that implicate constitutional rights are reviewed de novo.

[4] Federal Courts 170B ⇐776

170B Federal Courts
170BVIII Courts of Appeals
170BVIII(K) Scope, Standards, and Extent
170BVIII(K)1 In General
170Bk776 k. Trial De Novo. Most Cited Cases
Where key issues arise under the First Amendment, the Court of Appeals conducts an independent review of the facts. U.S.C.A. Const.Amend. 1.

[5] Constitutional Law 92 ⇐1759

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1759 k. Streets and Highways. Most Cited Cases

Constitutional Law 92 ⇐1761

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1761 k. Parks and Forests. Most Cited Cases
The protections afforded by the First Amendment are nowhere stronger than in streets and parks, both categorized for First Amendment purposes as traditional public fora. U.S.C.A. Const.Amend. 1.

[6] Constitutional Law 92 ⇐1737

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1736 Traditional Public Forum in General
92k1737 k. In General. Most Cited Cases
In traditional public fora, the government's right to limit expressive activity is sharply circumscribed. U.S.C.A. Const.Amend. 1.

[7] Constitutional Law 92 ⇐1761

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1761 k. Parks and Forests. Most Cited Cases
Despite the broad First Amendment protection accorded expressive activity in public parks, certain restrictions on speech in the public parks are valid; specifically, a municipality may issue reasonable regulations governing the time, place, or manner of speech. U.S.C.A. Const.Amend. 1.

[8] Constitutional Law 92 ⇐1509

92 Constitutional Law

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92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1508 Time, Place, or Manner Restrictions
92k1509 k. In General. Most Cited Cases

To pass muster under the First Amendment, a time, place, or manner restriction on speech 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. U.S.C.A. Const.Amend. 1.

[9] Constitutional Law 92 ⚿1885

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(N) Entertainment
92k1885 k. In General. Most Cited Cases

Constitutional Law 92 ⚿1894

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(N) Entertainment
92k1893 Music
92k1894 k. In General. Most Cited Cases

Music and performance art are forms of expressive activity protected by the First Amendment. U.S.C.A. Const.Amend. 1.

[10] Constitutional Law 92 ⚿1592

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(B) Licenses and Permits in General
92k1592 k. Prior Restraints. Most Cited Cases

A permitting requirement is a prior restraint on speech and therefore bears a heavy presumption against its constitutionality. U.S.C.A. Const.Amend. 1.

[11] Constitutional Law 92 ⚿1887

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(N) Entertainment
92k1887 k. Use of Government Property or Facilities in General. Most Cited Cases

Municipal Corporations 268 ⚿721(3)

268 Municipal Corporations
268XI Use and Regulation of Public Places, Property, and Works
268XI(C) Public Buildings, Parks, and Other Public Places and Property
268k721 Parks and Public Squares and Places
268k721(3) k. Grants of Rights to Use Public Property. Most Cited Cases

Rule requiring street performers to obtain permits before performing in city's public park was not sufficiently narrowly tailored to meet standard for a valid time, place, and manner regulation of speech and, thus, violated First Amendment; rule did not promote city's asserted interests in protecting safety of park-goers by reducing territorial disputes because permitting requirements did not assign particular performers to specific times or locations, city's interests could have been achieved by less intrusive measures than requiring individual speakers to preregister with government, and rule was overly broad as it applied to large number of individuals who had no connection with asserted reasons for rule. U.S.C.A. Const.Amend. 1.

[12] Constitutional Law 92 ⚿1509

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General

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92XVIII(A)1 In General
92k1508 Time, Place, or Manner Restrictions
92k1509 k. In General. Most Cited Cases
A "narrowly tailored" time, place, or manner restriction on speech is one that does not burden substantially more speech than is necessary to achieve a substantial government interest; it must target and eliminate no more than the exact source of the evil it seeks to remedy. U.S.C.A. Const.Amend. 1.

[13] Constitutional Law 92 ⚿1510

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1508 Time, Place, or Manner Restrictions
92k1510 k. Reasonableness. Most Cited Cases
Although a restriction on the time, place, or manner of speech need not be the least restrictive or least intrusive means available to achieve the government's legitimate interests, the existence of obvious, less burdensome alternatives is a relevant consideration in determining whether the fit between ends and means is reasonable. U.S.C.A. Const.Amend. 1.

[14] Constitutional Law 92 ⚿1591

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(B) Licenses and Permits in General
92k1591 k. Discretion in General. Most Cited Cases
Rules that grant licensing officials undue discretion are invalid under the First Amendment. U.S.C.A. Const.Amend. 1.

[15] Constitutional Law 92 ⚿1504

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1504 k. Exercise of Police Power; Relationship to Governmental Interest or Public Welfare. Most Cited Cases
The government may not regulate expression in such a manner that a substantial portion of the burden on speech does not serve to advance its goals. U.S.C.A. Const.Amend. 1.

[16] Constitutional Law 92 ⚿1887

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(N) Entertainment
92k1887 k. Use of Government Property or Facilities in General. Most Cited Cases

Municipal Corporations 268 ⚿721(3)

268 Municipal Corporations
268XI Use and Regulation of Public Places, Property, and Works
268XI(C) Public Buildings, Parks, and Other Public Places and Property
268k721 Parks and Public Squares and Places
268k721(3) k. Grants of Rights to Use Public Property. Most Cited Cases
Even if definition of street performer in rule requiring street performers to obtain permits before performing in city's public park was limited to those performers who aimed to attract an audience, rule would be overly broad and vague and, thus, violate First Amendment's protection of freedom of speech; most performers would seek to attract a crowd, even if only composed of two or three people, and an officer attempting to enforce permitting requirement would have to decide whether the performer intended to attract a crowd, which could lead to discriminatory enforcement. U.S.C.A. Const.Amend. 1.

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[17] Constitutional Law 92 ⚿994

92 Constitutional Law
92VI Enforcement of Constitutional Provisions
92VI(C) Determination of Constitutional Questions
92VI(C)3 Presumptions and Construction as to Constitutionality
92k994 k. Avoidance of Constitutional Questions. Most Cited Cases

Constitutional Law 92 ⚿1014

92 Constitutional Law
92VI Enforcement of Constitutional Provisions
92VI(C) Determination of Constitutional Questions
92VI(C)3 Presumptions and Construction as to Constitutionality
92k1006 Particular Issues and Applications
92k1014 k. Overbreadth in General. Most Cited Cases
Statutes will be interpreted to avoid constitutional difficulties; thus, where an unconstitutionally broad statute is readily subject to a narrowing construction that would eliminate its constitutional deficiencies, the court accepts that construction.

[18] Federal Civil Procedure 170A ⚿2491.5

170A Federal Civil Procedure
170AXVII Judgment
170AXVII(C) Summary Judgment
170AXVII(C)2 Particular Cases
170Ak2491.5 k. Civil Rights Cases in General. Most Cited Cases
Genuine issue of material fact as to whether rule limiting street performers to designated locations on public park grounds left open ample alternative channels for communication precluded summary judgment on performer's claim that rule violated right to freedom of speech under the First Amendment. U.S.C.A. Const.Amend. 1.

[19] Constitutional Law 92 ⚿1038

92 Constitutional Law
92VI Enforcement of Constitutional Provisions
92VI(C) Determination of Constitutional Questions
92VI(C)4 Burden of Proof
92k1032 Particular Issues and Applications
92k1038 k. Freedom of Speech, Expression, and Press. Most Cited Cases
As with other time, place, or manner restrictions on speech in a public forum, the government bears the burden of justifying a location restriction. U.S.C.A. Const.Amend. 1.

[20] Constitutional Law 92 ⚿1509

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1508 Time, Place, or Manner Restrictions
92k1509 k. In General. Most Cited Cases
An alternative channel for communication is not "ample," as required for a valid time, place, or manner restriction on speech, if the speaker is not permitted to reach the intended audience. U.S.C.A. Const.Amend. 1.

[21] Constitutional Law 92 ⚿1870

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(M) Soliciting, Canvassing, Pamphletting, Leafletting, and Fundraising
92k1870 k. In General. Most Cited Cases
Speech that solicits funds is protected by the First Amendment. U.S.C.A. Const.Amend. 1.

[22] Constitutional Law 92 ⚿1871

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and

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Press
92XVIII(M) Soliciting, Canvassing, Pamphletting, Leafletting, and Fundraising
92k1871 k. Government Property, Use Of. Most Cited Cases
Rules that regulate solicitation in public fora are subject to the same standards as those that limit other forms of speech; in other words, solicitation regulations must be content-neutral, narrowly tailored, and leave open reasonable alternative channels for expression. U.S.C.A. Const.Amend. 1.

[23] Constitutional Law 92 ⚿1735

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1732 Public Forum in General
92k1735 k. Justification for Exclusion or Limitation. Most Cited Cases
If a regulation on speech in public fora is not content-neutral, the court applies strict scrutiny; under that standard, the regulation is valid only if it is the least restrictive means available to further a compelling government interest. U.S.C.A. Const.Amend. 1.

[24] Constitutional Law 92 ⚿1517

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1516 Content-Based Regulations or Restrictions
92k1517 k. In General. Most Cited Cases
A regulation on speech is "content-based" if either the underlying purpose of the regulation is to suppress particular ideas, or if the regulation, by its very terms, singles out particular content for differential treatment. U.S.C.A. Const.Amend. 1.

[25] Constitutional Law 92 ⚿1887

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(N) Entertainment
92k1887 k. Use of Government Property or Facilities in General. Most Cited Cases
Rule allowing street performers to passively, but not actively, solicit donations in city public park was "content-based" and, thus, subject to strict scrutiny for purposes of determining whether rule violated First Amendment's protection of freedom of speech; rule regulated speech rather than conduct because it allowed the conduct of exchanging money and regulated only the speech by specifying the permissible medium and manner of requesting money, and rule restricted performers from communicating a particular set of messages, such as that they would like people to give them money. U.S.C.A. Const.Amend. 1.

[26] Constitutional Law 92 ⚿1870

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(M) Soliciting, Canvassing, Pamphletting, Leafletting, and Fundraising
92k1870 k. In General. Most Cited Cases
Regulations that ban certain conduct associated with solicitation do not violate the prohibition on content-based regulation of speech. U.S.C.A. Const.Amend. 1.

[27] Constitutional Law 92 ⚿1517

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1516 Content-Based Regulations or Restrictions
92k1517 k. In General. Most Cited Cases

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That an officer must evaluate the content of a message to determine whether a regulation applies is evidence that the regulation on speech is content-based, although it is not dispositive. U.S.C.A. Const.Amend. 1.

[28] Constitutional Law 92 ⚿1887

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(N) Entertainment
92k1887 k. Use of Government Property or Facilities in General. Most Cited Cases

Municipal Corporations 268 ⚿721(2)

268 Municipal Corporations
268XI Use and Regulation of Public Places, Property, and Works
268XI(C) Public Buildings, Parks, and Other Public Places and Property
268k721 Parks and Public Squares and Places
268k721(2) k. Prevention of Improper Use or Obstruction. Most Cited Cases
Even if city had a compelling interest in reducing aggressive solicitation, content-based rule allowing street performers to passively, but not actively, solicit donations in city public park was not the least restrictive means by which city could have discouraged aggressive solicitation, and thus rule violated First Amendment's protection of freedom of speech; punishing offensive conduct after it occurred was a less restrictive way to protect audiences, and city could have enforced an appropriately worded prohibition on aggressive behavior or relied on nuisance and aggressive panhandling laws to control performers. U.S.C.A. Const.Amend. 1.

[29] Constitutional Law 92 ⚿1505

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1505 k. Narrow Tailoring. Most Cited Cases
A complete ban on speech can be narrowly tailored only if each activity within the proscription's scope is an appropriately targeted evil. U.S.C.A. Const.Amend. 1.

[30] Constitutional Law 92 ⚿1761

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1761 k. Parks and Forests. Most Cited Cases
Under fundamental principle of traditional public forum jurisprudence, use of parks for public discussion and gathering has, from ancient times, been a part of the privileges, immunities, rights, and liberties of citizens and must not, in the guise of regulation, be abridged or denied. U.S.C.A. Const.Amend. 1.

[31] Constitutional Law 92 ⚿1562

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)3 Particular Issues and Applications in General
92k1562 k. "Fighting Words". Most Cited Cases
Fighting words are proscribable under the First Amendment. U.S.C.A. Const.Amend. 1.

[32] Constitutional Law 92 ⚿1761

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and

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Events
92k1761 k. Parks and Forests. Most Cited Cases
Public park-goers, in general, are not a protectable captive audience for First Amendment purposes. U.S.C.A. Const.Amend. 1.

[33] Constitutional Law 92 ⚿1502

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1502 k. Receipt of Information or Ideas; Listeners' Rights. Most Cited Cases
Only in narrow circumstances may the government restrain speech to protect captive audiences. U.S.C.A. Const.Amend. 1.

[34] Constitutional Law 92 ⚿1502

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1502 k. Receipt of Information or Ideas; Listeners' Rights. Most Cited Cases
The ability of government, consonant with the Constitution, to shut off discourse solely to protect others from hearing it is dependent upon a showing that substantial privacy interests are being invaded in an essentially intolerable manner. U.S.C.A. Const.Amend. 1.

[35] Constitutional Law 92 ⚿1761

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events
92XVIII(G)2 Government Property and Events
92k1761 k. Parks and Forests. Most Cited Cases

Municipal Corporations 268 ⚿721(2)

268 Municipal Corporations
268XI Use and Regulation of Public Places, Property, and Works
268XI(C) Public Buildings, Parks, and Other Public Places and Property
268k721 Parks and Public Squares and Places
268k721(2) k. Prevention of Improper Use or Obstruction. Most Cited Cases
Even if city had a substantial interest in protecting certain park-goers from communications by others, rule prohibiting all speech activities within 30 feet of any captive audience in city's public park, but which did not apply to city employees or licensed concessionaires, was not narrowly tailored to meet that interest, and thus violated First Amendment's protection of freedom of speech; rule's preference for concessionaires and licensees created bias in favor of commercial speech over artistic and political speech, rule prohibited both welcome and unwelcome communications, and rule created system of unpredictable floating buffers and shifting free speech zones. U.S.C.A. Const.Amend. 1.

[36] Constitutional Law 92 ⚿1526

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(A) In General
92XVIII(A)1 In General
92k1525 Prior Restraints
92k1526 k. In General. Most Cited Cases
Prior restraints on speech are the most serious and least tolerable infringement on First Amendment rights. U.S.C.A. Const.Amend. 1.

[37] Constitutional Law 92 ⚿1739

92 Constitutional Law
92XVIII Freedom of Speech, Expression, and Press
92XVIII(G) Property and Events

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The Seattle Center is a central venue for Seattle's civic, cultural, and social life. The Center's roughly 80-acre expanse of public space attracts over ten million visitors annually. It is home to Seattle's iconic Space Needle, and to museums, sports arenas, theaters, and a performance hall. The Center's grounds also include twenty-three acres of outdoor public park space.

In 2002, the Seattle Center's Director issued a revised set of regulations concerning the use of the Center, known as the Seattle Center Campus Rules ("Rules").[FN1] Among other matters, the Rules govern the use of the Center's outdoor spaces. Five of the Rules are relevant here: Rule F.1, which requires "street performers" to obtain a permit before performing at the Center and to wear a badge displaying that permit while performing; Rule F.2, which sets forth the terms and conditions for acquiring a "Street Performer Permit"; Rule F.3.a, which bars street performers from "actively solicit[ing] donations"; Rule F.5, which limits street performances to sixteen designated locations; and Rule G.4, which prohibits all Seattle Center visitors, other than Center employees and licensed concessionaires, from engaging in "speech activities" within thirty feet of a "captive audience." Rule C.5 defines a "captive audience" as "any person or group of persons: 1) waiting in line to obtain tickets or food or other goods or services, or to attend any Seattle Center event; 2) attending or being in an audience at any Seattle Center event; or 3) seated in any seating location where foods or beverages are consumed."

> FN1. The City has delegated its rulemaking authority over the Center to the Center's Director. *See* Wash. Mun.Code § 17.04.040.

About a year after the Rules were promulgated, Michael Berger, a balloon artist and Seattle street performer, filed the complaint that gives rise to this appeal. In his complaint, Berger alleged that the five rules just summarized violate the First Amendment both on their face and as applied to him. In 2005, the district court granted Berger summary judgment as to his facial challenges. Shortly thereafter, Berger and the City settled his as-applied challenges. The City now timely appeals the summary judgment.

II. General Principles

[2][3][4] We review a district court's legal determinations, including constitutional rulings, *de novo. See Berry v. Dep't of Soc. Servs,* 447 F.3d 642, 648 (9th Cir.2006). A district court's determinations on mixed questions of law and fact that implicate constitutional rights are also reviewed *de novo. See Cogswell v. City of Seattle,* 347 F.3d 809, 813 (9th Cir.2003). Where, as here, the key "issues aris[e] under the First Amendment," we also conduct an independent review of the facts. *See Rosenbaum v. City & County of S.F.,* 484 F.3d 1142, 1152 (9th Cir.2007).

[5][6] We begin our analysis with one bedrock principle: The protections afforded***1036** by the First Amendment [FN2] are nowhere stronger than in streets and parks, both categorized for First Amendment purposes as traditional public fora. *See Perry Educ. Ass'n,* 460 U.S. at 45, 103 S.Ct. 948; *Long Beach Area Peace Network v. City of Long Beach,* 522 F.3d 1010, 1021 (9th Cir.2008). In such fora, the government's right "to limit expressive activity [is] sharply circumscribed." *Perry Educ. Ass'n,* 460 U.S. at 45, 103 S.Ct. 948. Among traditional public fora, public parks such as the Seattle Center are especially important locales for communication among the citizenry, as they " 'have immemorially been held in trust for the use of the public and, time out of mind, have been used for purposes of assembly, communicating thoughts between citizens, and discussing public questions.' " *Grossman v. City of Portland,* 33 F.3d 1200, 1204-05 (9th Cir.1994) (quoting *Hague v. CIO,* 307 U.S. 496, 515, 59 S.Ct. 954, 83 L.Ed. 1423 (1939)). [FN3]

> FN2. The First Amendment states that "Congress shall make no law ... abridging

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the freedom of speech, ... or the right of people peaceably to assemble...." U.S. Const. amend. I; *see also Lovell v. City of Griffin,* 303 U.S. 444, 450, 58 S.Ct. 666, 82 L.Ed. 949 (1938) (holding that the First Amendment's prohibitions also apply to state and local government rule-makers).

FN3. Although the City argued at the district court that the Seattle Center was only a limited public forum and so subject to more stringent government regulation than a traditional public forum, *see Perry,* 460 U.S. at 45-46, 103 S.Ct. 948, it does not on appeal challenge the district court's determination that the "Seattle Center is a traditional public forum." The record supports this characterization, as Judge Smith ably demonstrates in his separate opinion.

[7][8] Despite the broad First Amendment protection accorded expressive activity in public parks, "certain restrictions on speech in the public parks are valid. Specifically, a municipality may issue reasonable regulations governing the time, place or manner of speech." *Grossman,* 33 F.3d at 1205; *see also Clark v. Cmty. for Creative Non-Violence,* 468 U.S. 288, 293, 104 S.Ct. 3065, 82 L.Ed.2d 221 (1984). To pass constitutional muster, a time, place, or manner 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." *Ward v. Rock Against Racism,* 491 U.S. 781, 791, 109 S.Ct. 2746, 105 L.Ed.2d 661 (1989) (quoting *Clark,* 468 U.S. at 293, 104 S.Ct. 3065).

With these overarching principles in mind, we turn to an evaluation of each of the challenged rules.

III. Rules F.1 & F.2: The Permit & Badge Requirements

A. Overview

[9] Rule F.1 requires all "street performers" to obtain a permit from the Director prior to performing on the Center's grounds. A "street performer" is "a member of the general public who engages in any performing art or the playing of any musical instrument, singing or vocalizing, with or without musical accompaniment, and whose performance is not an official part of an event sponsored by the Seattle Center or by a Seattle Center licensee." [FN4] ***1037** Rule C.15. Notably, a "street performer" need not be seeking payment from his audience to be covered by the permit and other requirements, nor need he be a repeat performer at the Seattle Center. Permits are issued "upon [the] Director's satisfaction that the information set forth in the [performer's] application is true, the applicant has executed a statement stating that he or she will comply with applicable law and all provisions of the Seattle Center rules, and has paid the applicable application fee." Rule F.1. The permits are presumptively valid for one year, Rule F.2, and allow permit-holders to perform "at designated locations on the Seattle Center campus." Rule C.16. Rule F.1 also mandates that "[p]ermits, when issued, shall be evidenced by a badge that shall be worn or displayed by the performer in plain view at all times during a performance."

FN4. Music and performance art are forms of expressive activity protected by the First Amendment. *See Ward,* 491 U.S. at 790, 109 S.Ct. 2746; *Schad v. Borough of Mount Ephraim,* 452 U.S. 61, 65-66, 101 S.Ct. 2176, 68 L.Ed.2d 671 (1981) ("Entertainment, as well as political and ideological speech, is protected; motion pictures, programs broadcast by radio and television, and live entertainment, such as musical and dramatic works fall within the First Amendment guarantee.") (collecting cases).

The permitting requirement outlined in Rule F.1 is noteworthy for what it does not cover. It places no limitation, for example, on the number of street per-

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former permits that the Director may issue in a given year. Nor does the required permit assign particular performers to specific venues or performance times. Instead, "[p]erformance locations are available on a first come first served basis" and "may not be 'saved' or 'reserved.' " Rule F.4.

Rule F.2 sets forth the "terms and conditions" governing the permits, including the grounds for their revocation. Although the City represents that the Rules provide the Director with no discretion to deny a permit application, the language of Rule F.2 suggests otherwise. According to the Rule, the Director may deny or condition a permit "as appropriate to protect the health, safety and welfare of the public and/or the campus; to protect property; to avoid or limit interference with other uses or users of the campus; [and] to minimize disturbance of the surrounding neighborhood." The Director may also require the performer to obtain insurance, supply a security deposit, and/or post a bond. A permit may be revoked by the Director "for convenience," so long as the Director provides the performer with notice.

B. Constitutionality of Rules F.1 and F.2

1. Single-Speaker Registration Requirements

[10] A permitting requirement is a prior restraint on speech and therefore bears a " 'heavy presumption' " against its constitutionality. *See Forsyth County v. Nationalist Movement,* 505 U.S. 123, 130, 112 S.Ct. 2395, 120 L.Ed.2d 101 (1992) (quoting *Bantam Books, Inc. v. Sullivan,* 372 U.S. 58, 70, 83 S.Ct. 631, 9 L.Ed.2d 584 (1963)). As the Court explained in *Watchtower Bible & Tract Society of New York, Inc. v. Village of Stratton,* 536 U.S. 150, 122 S.Ct. 2080, 153 L.Ed.2d 205 (2002),

> [i]t is offensive-not only to the values protected by the First Amendment, but to the very notion of a free society-that in the context of everyday public discourse a citizen must first inform the government of her desire to speak to her neighbors and then obtain a permit to do so.

Id. at 165-66, 122 S.Ct. 2080; *see also id.* at 166, 122 S.Ct. 2080 ("Even if the issuance of permits by the mayor's office is a ministerial task that is performed promptly and at no cost to the applicant, a law requiring a permit to engage in such speech constitutes a dramatic departure from our national heritage and constitutional tradition.").

The presumptive invalidity and offensiveness of advance notice and permitting requirements stem from the significant burden that they place on free speech. "Both the procedural hurdle of filling out and submitting a written application, and the temporal hurdle of waiting for the ***1038** permit to be granted may discourage potential speakers." *Grossman,* 33 F.3d at 1206. Registration requirements also dissuade potential speakers by eliminating the possibility of anonymous speech. *See Watchtower Bible,* 536 U.S. at 166, 122 S.Ct. 2080; *see also McIntyre v. Ohio Elections Comm'n,* 514 U.S. 334, 341-42, 115 S.Ct. 1511, 131 L.Ed.2d 426 (1995) ("[A speaker's] decision in favor of anonymity may be motivated by fear of economic or official retaliation, by concern about social ostracism, or merely by a desire to preserve as much of one's privacy as possible."). And, critically, advance notification requirements eliminate "spontaneous speech." *See Watchtower Bible,* 536 U.S. at 167, 122 S.Ct. 2080; *see also Grossman,* 33 F.3d at 1206 (noting that "because of the delay caused by complying with the permitting procedures, '[i]mmediate speech can no longer respond to immediate issues.' ") (alteration in original) (quoting *NAACP. v. City of Richmond,* 743 F.2d 1346, 1355 (9th Cir.1984)); *see also Rosen v. Port of Portland,* 641 F.2d 1243, 1249 (9th Cir.1981).

As a result of the significant burden that registration requirements place on speakers, the Supreme Court has consistently struck down permitting systems that apply to individual speakers-as opposed to large groups-in the one context in which they have been put in place with some regularity: solicitation of private homes. *See Watchtower Bible,* 536

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U.S. at 166-67, 122 S.Ct. 2080; *Vill. of Schaumburg v. Citizens for a Better Env't,* 444 U.S. 620, 638-39, 100 S.Ct. 826, 63 L.Ed.2d 73 (1980) (striking down a solicitation permit requirement); *Cantwell v. State of Conn.,* 310 U.S. 296, 301, 306-07, 60 S.Ct. 900, 84 L.Ed. 1213 (1940) (striking down a license requirement as applied to Jehovah's Witnesses "going singly from house to house" for the purpose of religious solicitation); *Schneider v. State of N.J.,* 308 U.S. 147, 163-64, 60 S.Ct. 146, 84 L.Ed. 155 (1939) (striking down a permitting scheme covering all forms of solicitation). The Court has recognized that the government interests asserted in these door-to-door solicitation cases-the prevention of crime and fraud, and the protection of residential privacy-are weighty. *See, e.g., Watchtower Bible,* 536 U.S. at 164-65, 122 S.Ct. 2080. Nonetheless, it has repeatedly concluded that single-speaker permitting requirements are not a constitutionally valid means of advancing those interests because, typically, (1) they sweep too broadly, *see, e.g., Vill. of Schaumburg,* 444 U.S. at 636-37, 100 S.Ct. 826 (invalidating registration requirement because, among other things, it applied to groups engaged in legitimate activities as well as those who were not); *Watchtower Bible,* 536 U.S. at 165-66, 122 S.Ct. 2080 (same), (2) they only marginally advance the government's asserted interests, *see, e.g., Watchtower Bible,* 536 U.S. at 168-69, 122 S.Ct. 2080 (noting that a permitting requirement is "unlikely ... [to] preclude criminals from knocking on doors and engaging in conversations [with homeowners]," and that "[t]he annoyance caused by an uninvited knock on the front door is the same whether or not the visitor is armed with a permit"), and (3) the government's interests can be achieved by less intrusive means, *see id.* at 168-69, 122 S.Ct. 2080 (noting that a homeowner's privacy interests can be adequately protected by "No Solicitation" signs); *see also Vill. of Schaumburg,* 444 U.S. at 637, 100 S.Ct. 826 (asserting that "[f]raudulent misrepresentations can be prohibited and the penal laws used to punish such conduct directly." (citing *Schneider,* 308 U.S. at 164, 60 S.Ct. 146)).[FN5]

FN5. Chief Judge Kozinski argues that this case and *Watchtower Bible* "have about as much in common as bananas and boomerangs." Kozinski Dissent at 1072. The comparison is colorful, but the Chief Judge's attempt to brush aside *Watchtower Bible* does not work, for a myriad of reasons. First, and contrary to the Chief Judge's contention, performance art, like door-to-door canvassing, has historically served an important role in the dissemination of ideas. *See* Gould Dissent at 1074 ("Speech in the form of music, drama, or performance has played a vital role in our society and deserves First Amendment protection. Some of our culture's most valued written works originated as spoken performances."). Second, the Seattle Center's permitting requirement, like the permitting requirement in Watchtower Bible, significantly inhibits spontaneous speech. This critical point, which the Chief Judge ignores, was an important aspect of the Supreme Court's holding in *Watchtower Bible.* Third, there is no reason to believe that street performers are less interested in maintaining their anonymity from the government than door-to-door canvassers or other purveyors of potentially unpopular ideas. *See Watchtower Bible,* 536 U.S. at 166, 122 S.Ct. 2080 ("The fact that circulators revealed their physical identities did not foreclose our consideration of the circulators' interest in maintaining their anonymity [in *Buckley v. American Constitutional Law Foundation, Inc.,* 525 U.S. 182, 119 S.Ct. 636, 142 L.Ed.2d 599 (1999)]. In the Village, strangers to the resident certainly maintain their anonymity, and the ordinance may preclude such persons from canvassing for unpopular causes."). Fourth, as noted, the ordinance applies whether or not the street performer solicits funds, and the definition of "street performer" includes individuals who do not

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> solicit funds. Finally, like the permit regulation in *Watchtower Bible,* the permitting requirement in this case applies to individuals who communicate their message to groups as small as two or three others. In short, the principles set forth by the Supreme Court in *Watchtower Bible* apply with as much force in this context as they did in the context of door-to-door canvassers.

***1039** Although the Supreme Court has not addressed the validity of single-speaker permitting requirements for speech in a public forum, it stands to reason that such requirements would be at least as constitutionally suspect when applied to speech in a public park, where a speaker's First Amendment protections reach their zenith, than when applied to speech on a citizen's doorstep, where substantial privacy interests exist. *See Frisby v. Schultz,* 487 U.S. 474, 483-84, 108 S.Ct. 2495, 101 L.Ed.2d 420 (1988). It is therefore not surprising that we and almost every other circuit to have considered the issue have refused to uphold registration requirements that apply to individual speakers or small groups in a public forum. *See Santa Monica Food Not Bombs v. City of Santa Monica,* 450 F.3d 1022, 1039 (9th Cir.2006) ("As the cautionary language in our earlier opinions indicates, the significant governmental interest justifying the unusual step of requiring citizens to inform the government in advance of expressive activity has always been understood to arise only when large groups of people travel together on streets and sidewalks."); *see also Grossman,* 33 F.3d at 1206 (holding that the possibility that the ordinance at issue could reach "the actions of single protestors" rendered it unconstitutional); *Rosen,* 641 F.2d at 1247-48 (invalidating a one-day advance registration requirement because it applied to individuals and therefore "regulate[d] far more than mass conduct that necessarily interferes with the use of public facilities"); *Cox v. City of Charleston,* 416 F.3d 281, 285 (4th Cir.2005) ("[U]nflinching application" of a permitting requirement "to groups as small as two or three renders it constitutionally infirm."); *Douglas v. Brownell,* 88 F.3d 1511, 1524 (8th Cir.1996) ("[A]pplying the permit requirement to groups as small as ten persons compounds our conclusion that the parade permit ordinance is not narrowly tailored [to advance the government's interest in protecting the safety and convenience of users of public sidewalks and streets."); *American-Arab Anti-Discrimination Committee v. City of Dearborn,* 418 F.3d 600, 608 (6th Cir.2005) (striking down a permit requirement as "hopelessly overbroad" on the ground that ***1040** the requirement could conceivably apply to groups as small as "two or more persons").[FN6]

> FN6. The Second Circuit recently upheld a single-speaker permitting requirement in *Hobbs v. County of Westchester,* 397 F.3d 133, 150 (2d Cir.2005). But the regulation in *Hobbs,* as interpreted by the Second Circuit, required individuals who planned to perform on public property to obtain a permit only if they planned to use "props and/or equipment," so the permit requirement was triggered by conduct, not speech. *Id.* at 151. Also, the court did not directly consider the constitutionality of the permitting requirement. Rather, it evaluated the constitutionality of an Executive Order which prohibited the issuance of permits to individuals who had been previously convicted of a sex offense against a minor, and whose planned performance was designed to attract children. *Id.* at 152. In that narrow context, the court upheld the prohibition as a valid time, place, and manner restriction.

In this case, the Center's permitting requirement applies to individual speakers who wish to express themselves in a public forum.[FN7] The requirement is not limited to only those performers who seek to attract (or who do, in fact, attract) a crowd of a sufficiently large size.[FN8] As noted, neither we, the Supreme Court, nor most other circuit courts have

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ever upheld such a requirement. In addition, the interests the City asserts here-reducing territorial and other disputes involving street performers, and coordinating uses at a public park-are no more, and perhaps less, substantial than those cited by the local governments in the door-to-door solicitation cases. *See, e.g., Watchtower Bible,* 536 U.S. at 164-65, 122 S.Ct. 2080 (the government's asserted interests included the prevention of crime and fraud and the protection of residential privacy).

> FN7. Although street performers do, of course, hope to draw crowds, this goal is of little moment to our analysis. The individual protestors in *Rosen* and *Grossman* also undoubtedly hoped to attract crowds of people eager to learn their views. But we have emphasized that advance registration permits are only appropriate for larger crowds than any street performer at the Seattle Center is likely to draw at one time. *See Long Beach Area Peace Network v. City of Long Beach,* 522 F.3d 1010, 1033 (9th Cir.2008) ("Although it is a close question, we hold that a group of seventy-five people using a public open space in Long Beach is large enough to warrant an advance notice and permitting requirement."). As we note later, *see infra* pp. 1044-45, an otherwise valid, general permit requirement applicable to large groups could be applied to street performers, but only if the crowd attracted is in fact large enough to reach the minimum crowd size covered by that valid requirement.
>
> FN8. In his dissent, Chief Judge Kozinski concedes that "individual-to-individual and small group-to-small group interactions generally do not pose the sort of problems that time, place and manner rules are designed to deal with." Kozinski Dissent at 1072. The Seattle Center's permitting requirement implicates just such interactions. Under the current rules, Michael Berger must obtain a permit whether he wishes to perform his magic act for groups of two or three others or for groups of one hundred or more. And nothing in the record indicates that crowds-even crowds of fifty or seventy-five people-gather around street performers at the Seattle Center. In other words, the Seattle Center's permitting requirement impinges on the very individual-to-small group interactions that even the Chief Judge acknowledges are not problematic.

[11] In addition, as discussed in more detail below, the Center's permitting requirements have an impermissibly broad scope; do not meaningfully promote the City's asserted interests; and address interests that could be achieved through means far less intrusive than an individual speaker registration requirement. These considerations indicate that the regulation is not sufficiently narrowly tailored to meet the standard for a valid time, place, and manner regulation.

***1041 2. Narrow Tailoring**

[12][13] A narrowly tailored time, place, or manner restriction on speech is one that does not "burden substantially more speech than is necessary" to achieve a substantial government interest. *Ward,* 491 U.S. at 799, 109 S.Ct. 2746. It must "target[ ] and eliminate[ ] no more than the exact source of the 'evil' it seeks to remedy." *See Frisby,* 487 U.S. at 485, 108 S.Ct. 2495 (citation omitted). Moreover, although the chosen restriction "need not be the least restrictive or least intrusive means" available to achieve the government's legitimate interests, *Ward,* 491 U.S. at 798, 109 S.Ct. 2746, the existence of obvious, less burdensome alternatives is "a relevant consideration in determining whether the 'fit' between ends and means is reasonable," *City of Cincinnati v. Discovery Network, Inc.,* 507 U.S. 410, 417 n. 13, 113 S.Ct. 1505, 123 L.Ed.2d 99 (1993); *see also Santa Monica Food Not Bombs,* 450 F.3d at 1041.

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The Center's permitting requirement fails the narrow tailoring test for three reasons. First, the requirement only marginally, if at all, promotes the City's asserted interests, suggesting that the government's interests would not "be achieved less effectively absent the regulation." *See Ward,* 491 U.S. at 799, 109 S.Ct. 2746 (internal quotation marks and citations omitted). Second, less intrusive measures exist by which the City could achieve its alleged goals. Finally, the Center's permitting rule applies, on its face, to an extraordinarily broad group of individuals, the vast majority of whom are not responsible for the "evil" the City seeks to remedy. *See Frisby,* 487 U.S. at 485, 108 S.Ct. 2495.

1. The City asserts that the permitting requirement promotes its interest in protecting the safety and convenience of park-goers by reducing territorial disputes among performers, deterring harassment of audience members, and "clarifying and coordinating potentially competing uses." A "State's interest in protecting the 'safety and convenience' of persons using a public forum" is assuredly "a valid government objective." *Heffron v. Int'l Soc'y of Krishna Consciousness, Inc.,* 452 U.S. 640, 650, 101 S.Ct. 2559, 69 L.Ed.2d 298 (1981); *see also Thomas v. Chic.Park Dist.,* 534 U.S. 316, 323, 122 S.Ct. 775, 151 L.Ed.2d 783 (2002) ("Regulations of the use of a public forum that ensure the safety and convenience of the people are not inconsistent with civil liberties ...." (internal quotation marks and citation omitted)); *Cox v. State of New Hampshire,* 312 U.S. 569, 574, 61 S.Ct. 762, 85 L.Ed. 1049 (1941). We have also held that, under appropriate circumstances, a permitting requirement governing the use of a public open space can further a legitimate interest in the regulation of competing uses of that space. *See Santa Monica Food Not Bombs,* 450 F.3d at 1042-43; *Long Beach Area Peace Network,* 522 F.3d at 1032-33.

The City's asserted reasons for enacting the permitting regulations are thus substantial governmental interests. Unlike the restrictions in the cases just cited, however, the Center's permitting requirements do not promote those interests in any significant way.

There is, for example, no reason two street performers with permits would be less likely to engage in a territorial dispute than two street performers without permits. After all, under the Rules, a permit does not entitle a performer either to a particular territory or to a particular time period within a given territory. While the delineation of performance areas may help reduce such disputes, a permitting requirement is not inherent in such a space allocation system.

[14] The Center's permitting requirement also bears no apparent connection to the City's stated interest in reducing hostile***1042** performer behavior. The City represents that the permits are freely issued, and that there is little, if any, screening process. [FN9] If so, then there is no reason why a performer with a permit is likely to be less hostile than one without a permit. In fact, several of the incident reports that the City introduced as evidence of obstreperous performer conduct describe events that occurred after the introduction of the permitting requirement.

> FN9. Although the City stated at oral argument that issuance of the permits is nondiscretionary, we note that Rule F.2, which lists the "terms and conditions" for obtaining and retaining a permit, indicates otherwise. For example, Rule F.2 vests the Director with the power to revoke a permit "for convenience," thereby seeming to provide the Director with some measure of discretion over which performers are entitled to perform at the Center.
>
> Rules that grant licensing officials undue discretion are not constitutional. *See Forsyth County,* 505 U.S. at 131, 112 S.Ct. 2395 ("[A] law subjecting the exercise of First Amendment freedoms to the prior restraint of a license must contain narrow, objective, and definite standards

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> to guide the licensing authority." (internal quotation marks and citations omitted)); *Thomas,* 534 U.S. at 323, 122 S.Ct. 775. Berger does not challenge the permitting requirement on undue discretion grounds, however. We therefore assume, without deciding, that Rule F.2 does not provide the Director with undue discretion over the permitting system.

Moreover, the permitting requirement, as currently designed, does not aid in coordinating multiple uses of the Center's grounds. As already noted, the Rules place no limit on the number of permits that may be issued and do not assign particular performers to specific times or locations. As a result, the Center has no idea when or where a street performer intends to perform over the course of a permit year or how long any given performance will last. Because the permitting requirement does not resolve such uncertainties, it cannot help the Center "clarify[ ] and coordinat[e] potentially competing uses" of the park.

We recognize that limiting street performers to designated locations does, by definition, improve the coordination of multiple uses of the Center. But again, the permitting requirement does not assign particular performers to one or more of these designated locations, and therefore adds nothing to the Center's coordination scheme.

The Chief Judge implies that our opinion is in conflict with cases such as *Cox v. New Hampshire,* 312 U.S. 569, 61 S.Ct. 762, 85 L.Ed. 1049 (1941) and *Poulos v. New Hampshire,* 345 U.S. 395, 73 S.Ct. 760, 97 L.Ed. 1105 (1953) with regard to narrow tailoring to advance a significant governmental interest. Kozinski Dissent at 1068-69. That is simply not the case. In contrast to the Seattle Center's permitting requirement, the permitting schemes at issue in *Cox* and *Poulos* both required applicants to "specify the day and hour" that they planned to hold their parade or public meeting. *See Cox,* 312 U.S. at 571 & n. 1, 61 S.Ct. 762; *Poulos,* 345 U.S. at 398 n. 2, 73 S.Ct. 760. So the permits in *Cox* and *Poulos* did serve to further the government's interest in coordinating multiple uses of limited public space. The same cannot be said of the Seattle Center's permitting requirement, which is untethered to the time, place, length, or size of a planned performance. [FN10] In addition, ***1043** both cases preceded the development by the Supreme Court of specific time, place and manner standards, and so, although still good law, are not examples of the application of modern doctrine to discrete circumstances.

> FN10. Chief Judge Kozinski describes our effort to distinguish *Cox* and *Poulos* on this ground as "clumsy." Kozinski Dissent at 7805. In the Chief Judge's opinion, the fact that the City's permitting requirement allows the performer to "perform any time he wishes ... for as long as he wishes" indicates that it is a less restrictive restraint on speech than those in *Cox* and *Poulos.*
>
> The Chief Judge's argument misses our crucial point: it is the very fact that the permitting schemes in *Cox* and *Poulos* required applicants to specify the day and hour of their gathering that ensured that the restraints at issue did, in fact, promote the government's legitimate interest in coordinating multiple uses of a public space. In other words, the permitting requirement in *Cox* and *Poulos* accomplished more than the mere identification of potential speakers.
>
> In this case, the City simply cannot argue that its permitting requirement promotes any possible coordination of use purpose. The *only* purpose that the City's permitting requirement serves is to force potential speakers to identify themselves to the government. Standing alone, such an interest is decidedly not constitutional, *see Watchtower Bible,* 536 U.S. at 166, 122 S.Ct. 2080, and the Supreme Court has never held otherwise.

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Finally, the imperfect fit between the City's stated goals and the permit and badge requirements is evidenced by the Rules' significant underinclusiveness. Under the Rules, a group of as many as 99 people can gather without a permit to express their views, so long as they are not engaged in an artistic performance.[FN11] At the same time, an individual singing or dancing for a few friends would be required to register with the Director. This discrepancy makes little sense if, in fact, the City's primary motivation in passing the permit and badge requirements is to protect the safety and convenience of parkgoers.

> FN11. The Rules also require individuals or groups to obtain a license if they use electrical power outlets, tables, temporary stages, flammable liquids, or sound amplification equipment. Rule E. This aspect of the Rules has not been challenged.

2. The City, the Chief Judge, and Judge Smith all maintain that the permitting requirement nonetheless promotes the City's asserted interests simply because a performer's fear of losing his or her permit will deter that performer from engaging in aggressive conduct and other non-rule abiding behavior. *See* Kozinski Dissent at 1069; Smith Op. at 1086. Along these same lines, the City contends that, without the ability to revoke a performer's permit, it would have no means of punishing violations of the Rules. These criticisms disregard the bedrock First Amendment presumption against prior speech restraints, and therefore against substituting an advance permitting process for after-the-fact enforcement. And, even if the permitting requirement does deter and help to punish unwanted behavior, "there are easily available alternative modes of regulation," *Santa Monica Food Not Bombs,* 450 F.3d at 1041, that would have considerably less impact on speech than the single-speaker prospective registration system.

Rather than requiring all speakers to pre-register with the government as a prerequisite to engaging in communicative activity, the City could simply enforce its existing rules against those who actually exhibit unwanted behavior.[FN12] For example, after appropriate hearings, the City might be able to suspend a rulebreaker's right to perform on the Center's grounds, or issue a fine.[FN13] *Cf.* ***1044***Madsen v. Women's Health Ctr., Inc.,* 512 U.S. 753, 776, 114 S.Ct. 2516, 129 L.Ed.2d 593 (1994).[FN14] There is little reason to suspect that a performer would fear a suspension of her right to perform on the grounds or a significant fine any less than she would fear a suspension of her permit. The Supreme Court has consistently struck down prior restraints on speech where a state could achieve its purported goal of protecting its citizens from wrongful conduct by punishing only actual wrongdoers, rather than screening potential speakers. *See Riley v. Nat'l Fed'n of the Blind of N.C., Inc.,* 487 U.S. 781, 795, 108 S.Ct. 2667, 101 L.Ed.2d 669 (1988) (invalidating a restraint on charitable solicitation that purported to protect citizens from fraud and noting, "In striking down this portion of the Act, we do not suggest that States must sit idly by and allow their citizens to be defrauded. North Carolina has an antifraud law, and we presume that law enforcement officers are ready and able to enforce it."); *Vill. of Schaumburg,* 444 U.S. at 637, 100 S.Ct. 826 ("Fraudulent misrepresentations can be prohibited and the penal laws used to punish such conduct directly."); *Schneider,* 308 U.S. at 162, 60 S.Ct. 146 (striking down ban on pamphleteering that was aimed at the prevention of littering in part because "[t]here are obvious methods of preventing littering. Amongst these is the punishment of those who actually throw papers on the streets.").

> FN12. *See* Rule F.7.a (prohibiting performers from "treat[ing] any person or animal in a manner that is aggressive, menacing, vulgar, profane or abusive").

> FN13. According to one city official, "Before a street performer's permit is suspended, Seattle Center: 1) gathers information about the alleged rule violation(s); 2) sends the street performer notice of the al-

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> leged violation(s) and gives the performer the opportunity to respond; and 3) makes a decision based upon the alleged incident and the performer's response, if any." The City does not explain why this system would not function just as well if the penalty was the suspension of the performer's future right to perform at the Center, rather than the suspension of his permit.
>
> FN14. The City states that, absent the ability to suspend a performer's license, it would have no other option but to completely ban a non-rule-abiding performer from the Center's grounds. This argument is unpersuasive, for two reasons. First, there is no reason why identifying a performer who has had his privilege to perform on the Center's grounds suspended would be more difficult than identifying a performer who has had his permit suspended. Both would require an enforcement officer to consult a database which contained identifying information. The essence of the inquiry is no different.
>
> Second, as a practical matter, the City does not appear to have had trouble identifying the limited number of street performers who regularly appear at the Center. The Appellee, "Magic Mike," is apparently quite well-known to the Center's security staff. In addition, its incident reports contain references to such distinctive characters as the hula-hooping magician and "the puppet guy."

In a related argument, Chief Judge Kozinski avers that the City's registration requirement promotes the City's interest in identifying rulebreakers and notifying them of alleged violations. *See* Kozinski Dissent at 1069-70 (stating that the permitting requirement serves the valid purpose of deterring unruly street performer behavior "by denying them the cover of anonymity, and [giving] the Seattle Center authorities a means of holding them accountable when they do misbehave"). This argument is unavailing, for three reasons. First, the requirement that potential speakers identify themselves to the government, and the concomitant loss of anonymity, is one of the primary *evils* the Supreme Court cited when it struck down the permitting requirement in *Watchtower Bible. See* 536 U.S. at 166-67, 122 S.Ct. 2080. The Center's permitting requirement does not require only non-rule abiding street performers to identify themselves to the government. It requires *all* performers to "first inform the government of [their] desire to speak" in a public forum, *see Watchtower,* 536 U.S. at 165-66, 122 S.Ct. 2080, and thereby forego their anonymity. The permitting rule's denial of anonymity to potential street performers, and the deterrent effect that such a denial has on some individuals' exercise of speech rights, weighs against the rule's constitutionality, not in its favor. *See Watchtower,* 536 U.S. at 166-67 & n. 14, 122 S.Ct. 2080.

Second, the City need not rely on a pre-registration scheme to determine the identity***1045** and addresses of problematic street performers. Seattle Center employees can, instead, ask the offending street performer to identify himself and provide an address, if necessary. This method is presumably the one employed by Seattle police officers when they enforce criminal statutes that prohibit such acts as disorderly conduct, *see* Seattle Mun.Code § 12A.12.010, and aggressive begging. *See* Seattle Mun.Code § 12A.12.015. Moreover, the Supreme Court has recently upheld so-called "stop and identify" statutes that require suspects to identify themselves to police officers. *See Hiibel v. Sixth Judicial Dist. Court of Nev.,* 542 U.S. 177, 124 S.Ct. 2451, 159 L.Ed.2d 292 (2004). In other words, the City has the authority to ask alleged rule violators to provide their identities. The registration system is therefore of only minimal additional usefulness, if any.

Third, as noted *supra* n. 14, the City does not appear to have had any practical difficulties uncovering the identities of the limited number of street

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performers who appear regularly at the Seattle Center.

The City's asserted interest in coordinating multiple uses of the Center could also be achieved as effectively without the permitting requirement. Although we do not uphold the Center's designation of sixteen performance locations on the present record, *see infra* Part IV, we also hold that the delineation of performance areas, particularly in the most sought-after locales, might pass constitutional muster on a more developed record. If so, a valid designated-location plan, in combination with the City's existing first-come-first-served rule, would achieve the same improvements in the coordination of multiple uses without a permitting system as it would with one. Conversely, if the designation of performance locations is not constitutionally valid, then the permitting scheme cannot be justified as enhancing the enforcement of an invalid designation.

In short, by relying on an expansive, prophylactic prior restraint, the City has "burden[ed] substantially more speech than is necessary to further [its] interests." *Ward,* 491 U.S. at 799, 109 S.Ct. 2746. The permitting system is entirely peripheral to the Center's need to enforce its Rules. Because the City's interests in punishing wrongful conduct could "be achieved [just as] ... effectively absent the [permitting] regulation," *id.,* that regulation is not narrowly tailored to promote those interests. *See also Discovery Network,* 507 U.S. at 417 n. 13, 113 S.Ct. 1505 (holding that the availability of less restrictive alternatives is a relevant consideration in a narrow tailoring analysis).

[15] 3. There is a third, particularly compelling reason why the Center's permitting requirement fails the narrow tailoring requirement: It applies to a large number of individuals who have no connection to the City's asserted reasons for the permitting requirement, thereby running afoul of the principle that the "[g]overnment may not regulate expression in such a manner that a substantial portion of the burden on speech does not serve to advance its goals." *Ward,* 491 U.S. at 799, 109 S.Ct. 2746.

The permitting requirement is, according to the City, designed in part to reduce obstreperous conduct by street performers. Yet, by the City's own account, most street performers are not problematic.[FN15] So the permitting requirement burdens all performers to root out the occasional bad apple. By doing so, it fails to "target[ ] ***1046** and eliminate[ ] no more than the exact source of the 'evil' it seeks to remedy." *Frisby,* 487 U.S. at 485, 108 S.Ct. 2495 .

> FN15. The City reports that, in the year prior to the introduction of the revised Rules, 70% of the performer-related complaints it received were either generated by or were in reference to "Magic Mike" Berger.

Similarly, the permitting requirement applies to street performers who pose no realistic coordination or traffic flow concerns, as well as to those who might. It is hard to fathom how an individual performing for two or three others in a park as large as the Center would pose coordination or traffic flow problems for the City. *See Santa Monica Food Not Bombs,* 450 F.3d at 1038-39 (noting that the type of coordination problems that justify the imposition of advance notification and permitting requirements arise in a public forum only when large groups are involved); *Grossman,* 33 F.3d at 1206 (same); *Long Beach Area Peace Network,* 522 F.3d at 1032-33 (same); *City of Dearborn,* 418 F.3d at 608 ("The city of Dearborn's significant interest in crowd and traffic control, property maintenance, and protection of the public welfare is not advanced by the application of the Ordinance to small groups."). The City has not provided any evidence that street performers usually, or even sometimes, gather crowds of the size that might justify coordination-of-use permits-according to *Long Beach Area Peace Network,* 522 F.3d at 1033, seventy-five or more people. Once again, the permitting requirement here burdens substantially more speech than necessary to promote a legitimate government objective.

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The unconstitutional breadth of the permitting requirement is perhaps most apparent in the City's definition of "street performer," the group to whom the permitting rules apply. According to Rule C.15, a "Street Performer" is "a member of the general public who engages in any performing art or the playing of any musical instrument, singing or vocalizing, with or without musical accompaniment...." This definition is extraordinary in its sweep.[FN16] It includes not only the few problematic street performers who perform repeatedly and for pay, but also any individual who wishes to sing, dance, or play an instrument while on the Center's grounds. Protest songs, playing the guitar at a picnic, even whistling are swept up into this broad definition. An individual strumming on a guitar at a family picnic surely poses no problem to the safety and convenience of fellow park-goers. Yet, that person, like many others, would need to obtain a permit.

> FN16. Although inclusion of the term "vocalizing" could be read to apply the permitting requirement to any individual who wished to speak out loud while traversing the Seattle Center's grounds, we assume that the permitting rules apply only to those engaged in artistic expression.

[16] The City urges us to read the definition more narrowly than its text would suggest. It contends that the Rules apply only to those performances that are "aimed at attracting an audience," and so are not unconstitutionally broad.

[17] It is a "well-established principle that statutes will be interpreted to avoid constitutional difficulties." *Frisby,* 487 U.S. at 483, 108 S.Ct. 2495. Thus, where an unconstitutionally broad statute is "readily subject to a narrowing construction" that would eliminate its constitutional deficiencies, we accept that construction. *See id.* at 482, 108 S.Ct. 2495; *see also Ctr. for Bio-Ethical Reform, Inc., v. L.A. County Sheriff's Dep't,* 533 F.3d 780, 791-93 (9th Cir.2008) (construing an ambiguous statute narrowly to avoid First Amendment problems).

In this case, though, even if we were to hold that the published "street performer" definition is "readily subject" to the proposed narrowing construction, the revised ***1047** definition would be no less constitutionally infirm, for two reasons. First, most performers seek to "attract a crowd," even if that crowd turns out to be composed of only two or three people. The City's "narrower" rule is therefore only marginally less broad, if less broad at all, than the original.

In *Santa Monica Food Not Bombs,* we invalidated a rule that required any individual who advertised an event on the radio or television to obtain a permit, regardless of the number of people who attended the event. *See* 450 F.3d at 1043. We noted that the permit would have been narrowly tailored if it had applied to events that *actually* attracted a crowd of more than 150 people, even if the number of attendees was unknown before the event. *Id.* In other words, the City of Santa Monica was allowed to hold an organizer responsible for obtaining a permit if the event actually attracted a significant crowd, but not because the event *might conceivably* attract such a crowd. Similarly, here, the City could draft a rule for the Seattle Center that requires performances that attract an audience of a given size to obtain a permit, and enforce that rule for performances that actually attract that size audience. What it cannot do is require permits for all performances at the Center, regardless of the size of the crowd. [FN17]

> FN17. In support of their argument that the Center's permitting requirement is constitutional, Chief Judge Kozinski and Judge Gould cite *Thomas v. Chicago Park Dist.,* 534 U.S. 316, 122 S.Ct. 775, 151 L.Ed.2d 783 (2002) for the proposition that the Supreme Court has previously "[upheld a] permitting requirement for large events in public parks." Gould Dissent at 1075-76; Kozinski Dissent at 1066-67, 1069. As noted, regulating "street performers" is not tantamount to regulating "large events."

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> More importantly, as we have twice noted, " *Thomas* considered only a challenge to the breadth of official discretion, not the other requirements of the time, place, and manner jurisprudence." *Santa Monica Food Not Bombs,* 450 F.3d at 1037 n. 15 (citing *Galvin v. Hay,* 374 F.3d 739, 747 n. 5 (9th Cir.2004) (internal alterations and quotations omitted)). Notably, the *Thomas* Court did not consider, because the issue was not raised, whether the Chicago Park District's fifty-person threshold was high enough to meet constitutional standards. Our caselaw indicates that it may be too low. *See Long Beach Area Peace Network,* 522 F.3d at 1033; *Santa Monica Food Not Bombs,* 450 F.3d at 1043. In any event, because *Thomas* addressed a specific type challenge that is not raised here, it is not useful in evaluating the constitutionality of the Center's permitting requirement.

Second, the City's proposed limitation would make an otherwise clear, though overbroad, regulation unconstitutionally vague. *See Foti v. City of Menlo Park,* 146 F.3d 629, 638-40 (9th Cir.1998). *Foti* invalidated a city ordinance that prohibited drivers from displaying signs on their parked vehicles if, and only if, those signs were designed to "attract the attention of the public." *Id.* at 638. We found this standard unconstitutionally vague, because it required those enforcing the ban to "decipher the driver's subjective intent" based on such factors as the driver's chosen parking space, the amount of traffic passing by the chosen parking spot, and the physical characteristics of the sign. *Id.* at 638-39. Our concern was that, "[w]ith this range of factors to consider, ... a police officer might resort to enforcing the ordinance only against ... [those] messages the officer or the public dislikes." *Id.* at 639.

The City's limiting construction mimics the language of the ordinance declared unconstitutionally vague in *Foti* and so fares no better than that ordinance. A Seattle police officer attempting to enforce the Center's permitting requirement would have to decide whether a performer intended "to attract a crowd." The officer ***1048** would presumably make such a determination based on factors such as the performer's chosen location, volume, flamboyance, and, worst of all, subject matter. As in *Foti,* this myriad of factors lends itself to discriminatory enforcement.

Moreover, a prospective performer would need to anticipate how an officer might interpret the performance. Even if the performer had no intent to "attract an audience," he or she would have to evaluate whether an officer might think so. This uncertainty is likely to have a chilling effect on speech. *See id.* at 638 ("A statute must be sufficiently clear so as to allow persons of 'ordinary intelligence a reasonable opportunity to know what is prohibited.' ") (quoting *Grayned v. City of Rockford,* 408 U.S. 104, 108, 92 S.Ct. 2294, 33 L.Ed.2d 222 (1972)).

In short, far from saving Rule C.15 and its associated Rules from constitutional ignominy, the City's proffered limiting construction makes matters worse.

3. Conclusion

Overall, like the invalid permitting scheme in *Grossman,* the City's regulations, "[r]ather than being narrowly tailored to protect speech, ... [are] tailored so as to preclude speech." *Grossman,* 33 F.3d at 1207. We therefore hold that Rules F.1 and F.2 are unconstitutional.[FN18] As currently drafted, the Center's permitting requirement does not meaningfully advance the City's asserted interests. Instead, it requires single individuals to inform the government of their intent to engage in expressive activity in a public forum, a requirement that neither we nor the Supreme Court has *ever* countenanced. In addition, its broad sweep prohibits much more speech than the "evil[s]" it seeks to remedy require, and the main objectives of the City's advance registration scheme could be achieved by far less intrusive means. For all these reasons, the Cen-

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ter's permitting requirement is not a reasonable time, place, or manner restriction.

> FN18. The Seattle Center's badge requirement is intimately connected to the permitting requirement. *See* Rule F.1 ("Permits, when issued, shall be evidenced by a badge that shall be worn or displayed by the performer in plain view at all times during a performance."). Because we hold the Center's permitting requirement unconstitutional and because no badges of the kind required can be issued without permits, we need not separately evaluate the constitutionality of the badge requirement.

IV. Rule F.5: The Performance Location Rule

A. Overview of the Rule

Rule F.5 limits street performers to sixteen "designated locations on the Seattle Center grounds," identified on a map that accompanies each Street Performer Permit. The map also indicates the "maximum number" of performers, typically no more than two, who may perform at each location simultaneously. If the Director determines that a given performance interferes with other users of the Center's grounds or "aggravates foot traffic congestion," the Rule permits the Director to "relocate performers" to other designated areas.

B. Constitutionality of Rule F.5

[18][19] The summary judgment record is insufficient to establish that the performance location rule is unconstitutional. As with other time, place, or manner restrictions on speech in a public forum, the government bears the burden of justifying a location restriction. *See Kuba v. 1-A Agric. Ass'n,* 387 F.3d 850, 858-63 (9th Cir.2004); *see also United States v. Playboy Entm't Group,* 529 U.S. 803, 816-17, 120 S.Ct. 1878, 146 L.Ed.2d 865 (2000); ***1049** *City of Renton v. Playtime Theatres, Inc.,* 475 U.S. 41, 50-52, 106 S.Ct. 925, 89 L.Ed.2d 29 (1986). Viewing the available evidence in a light most favorable to the City, *see Matsushita Elec. Indus. Co., Ltd. v. Zenith Radio Corp.,* 475 U.S. 574, 587, 106 S.Ct. 1348, 89 L.Ed.2d 538 (1986), we conclude that a genuine issue of material fact exists as to whether the City met this burden, and that summary judgment for Berger was therefore not merited. *See Anderson v. Liberty Lobby, Inc.,* 477 U.S. 242, 250, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986).

The City submitted evidence, which Berger does not dispute, that, before the introduction of the location restriction, it received weekly complaints from park tenants about street performers blocking entranceways and egresses. The City's evidence also indicates that street performers regularly engaged in disruptive and volatile territorial disputes. Viewing this uncontested evidence in a light most favorable to the City, we conclude that the City met its burden of establishing that a significant problem exists. *See Edenfield v. Fane,* 507 U.S. 761, 770-71, 113 S.Ct. 1792, 123 L.Ed.2d 543 (1993) ("[A] governmental body seeking to sustain a restriction ... must demonstrate that the harms it recites are real....").

Moreover, unlike the Center's permitting requirement, the location rule does promote the City's interest in reducing these problems. By delineating precise performance locations, the City can assure itself and park tenants that street performers are not blocking entrances, exits, and pathways. Similarly, well-defined performance areas, combined with the Center's first-come, first-served rule, reduce territorial disputes by eliminating uncertainty over the permissible boundaries of a given performance.

In addition, the performance location rule, unlike the permitting requirement, passive solicitation, and captive audience rules, is not overbroad on its face. *See Bd. of Airport Comm'rs of the City of L.A. v. Jews for Jesus, Inc.,* 482 U.S. 569, 574-75, 107 S.Ct. 2568, 96 L.Ed.2d 500 (1987) (striking down, on overbreadth grounds, a regulation that prohibited

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individuals from engaging in "any First Amendment activities" within an airport terminal). [FN19]

> FN19. The performance location rule is overbroad in the sense that it relies on a constitutionally infirm definition of "street performer." *See supra* Part III.B.2. If the City plans to defend the constitutionality of the performance location rule on remand, it must also provide a narrowing construction that comports with the principles discussed in Part III.B.2.

[20] The only issue, then, is whether the location restriction leaves open "ample alternative channels for communication." *Ward,* 491 U.S. at 791, 109 S.Ct. 2746. As we explained in *Long Beach Area Peace Network,* "an alternative is not ample if the speaker is not permitted to reach the intended audience." 522 F.3d at 1024.

On summary judgment, we are, of course, required to draw all reasonable inferences in favor of the non-moving party. *See Anderson,* 477 U.S. at 255, 106 S.Ct. 2505. In support of its argument that the sixteen designated locations provide adequate access to audiences, the City provides a single piece of evidence: a map of the Seattle Center that includes the chosen locations.[FN20] As the dissenters point out, the map shows that the designated ***1050** performance areas are near to several key Seattle Center attractions, including the Space Needle, the Key Arena, and the Experience Music Project. Many of the locations also appear to be directly adjacent to the Center's major pedestrian thoroughfares. The map therefore permits us to draw the reasonable inference that the chosen locations provide street performers with access to most parkgoers and therefore to their intended audience.

> FN20. The City asserts that the number and location of the performance areas were determined through a public process in which street performers participated. The City has yet, however, to introduce any of the details or specific results of this public process. Inquiry into such details would go a long way towards determining the adequacy of the chosen locales.

Berger challenges this inference, and in support of that challenge, introduces his own declaration. In that declaration, he asserts that "many [of the locations] are far off the walkways where it is very difficult to notice the performer." He also avers that "Other times the Center has trucks or equipment or construction blocking locations for weeks on end." Although these statements raise an inference that the chosen locations do not provide adequate access to a street performer's audience, they do not compel that conclusion as a matter of law. Nor does Berger supply additional evidence that would preclude us from drawing an inference in favor of the City.

Because we must draw all reasonable inferences in favor of the City, and because there is conflicting evidence concerning whether the sixteen dedicated locations provide adequate access to the intended audience, summary judgment for Berger on the issue of Rule F.5's constitutionality is not appropriate on the current record.

To be clear, we do not hold that Rule F.5 is constitutional. Berger's evidence, though sparing, is sufficient to support a reasonable inference that the designated locations do not provide access to his intended audience. Rather, we are simply ruling that, on the current summary judgment record, there are conflicting inferences to be drawn regarding material facts pertinent to the dispositive consideration, adequacy of access to the intended audience.

V. Rule F.3.a: The Passive Solicitation Rule

A. Overview of Rule

Rule F.3.a states: "No performer shall actively solicit donations, for example by live or recorded word of mouth, gesture, mechanical devices, or second parties." The Rule does allow performers "passively" to solicit donations by setting out a re-

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ceptacle that "may include a written sign that informs the public that such donations are sought."

B. Constitutionality of Rule F.3.a

[21][22][23] Speech that solicits funds is protected by the First Amendment. *See Vill. of Schaumburg,* 444 U.S. at 628-32, 100 S.Ct. 826; *Int'l Soc'y for Krishna Consciousness, Inc. v. Lee,* 505 U.S. 672, 677, 112 S.Ct. 2701, 120 L.Ed.2d 541 (1992). Rules that regulate solicitation in public fora are therefore subject to the same standards as those that limit other forms of speech. *See Lee,* 505 U.S. at 703-04, 112 S.Ct. 2711 (Kennedy, J., concurring); *see also ACLU of Nev. v. City of Las Vegas (ACLU II),* 466 F.3d 784, 792 (9th Cir.2006); *ACORN v. City of Phoenix,* 798 F.2d 1260, 1267 (9th Cir.1986). In other words, solicitation regulations must be content-neutral, narrowly tailored, and leave open reasonable alternative channels for expression. *Id.* If a regulation is not content-neutral, we apply strict scrutiny. *See Playboy Entertainment Group,* 529 U.S. at 813, 120 S.Ct. 1878; *Perry Educ. Ass'n,* 460 U.S. at 45, 103 S.Ct. 948. Under that standard, the regulation is valid only if it is the least restrictive means available to further a compelling government interest. *Id.* We hold that the Center's active solicitation ban is a content-based regulation, and that it does not satisfy the exacting standard for a valid content-based regulation.

***1051 1. Content-based**

[24] A regulation is content-based if either the underlying purpose of the regulation is to suppress particular ideas, *see Ward,* 491 U.S. at 791, 109 S.Ct. 2746, or if the regulation, by its very terms, singles out particular content for differential treatment. *See Turner Broad. Sys., Inc. v. FCC,* 512 U.S. 622, 642-43, 114 S.Ct. 2445, 129 L.Ed.2d 497 (1994); *see also Discovery Network,* 507 U.S. at 429, 113 S.Ct. 1505.

[25] The City asserts, and we have no reason to doubt, that it passed its active solicitation ban in an effort to protect Center patrons from harassment. That is a legitimate, non-content-based purpose, and Rule F.3.a is therefore content-based only if it discriminates against speech on its face on the basis of content. It does.

[26] First, the City's suggestion to the contrary notwithstanding, Rule F.3.a *does* regulate speech, not conduct. As we explained at length in *ACLU II,* regulations that ban certain *conduct* associated with solicitation do not violate the prohibition on content-based regulation of speech. *See* 466 F.3d at 794-96. A ban on the actual hand-to-hand exchange of money, for example, is not content-based speech regulation. *See Lee,* 505 U.S. at 705, 112 S.Ct. 2701 (Kennedy, J., concurring) (stating that a ban on in-hand donations was not a content-based regulation of speech because it was "directed only at the physical exchange of money"); *see also ACLU II,* 466 F.3d at 795 (relying on Justice Kennedy's concurrence in *Lee*). But Rule F.3.a *allows* the conduct-exchange of money. It regulates only the speech, by specifying the medium and manner of requesting money-only in writing, and only passively.

Second, Rule F.3.a *is* content-based by its very terms. It specifically restricts street performers from communicating a particular set of messages-requests for donations, such as "I'd like you to give me some money if you enjoyed my performance." Performers are otherwise free to communicate whatever ideas they like, however they wish. As we stated with respect to a similar solicitation ban in *ACLU II,* while "this distinction [may be] innocuous or eminently reasonable, it is still a content-based distinction because it 'singles out certain speech for differential treatment based on the idea expressed.' " *See ACLU II,* 466 F.3d at 794 (quoting *Foti,* 146 F.3d at 636 n. 7).

In other words, although the Center's active solicitation rule regulates the "manner" in which street performers may express themselves, it does so based on the content of the performer's message. A performer at the Seattle Center need not rely on a

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sign, for example, to express his or her views on a political candidate; she can use her voice. To use another example, Rule F.3.a is no better than a regulation that forbids those addressing abortion issues, but not those protesting war, from giving speeches in a park, but allows abortion protestors and supporters to pass out leaflets about abortion. As these examples show, one can regulate the manner of speech on the basis of content, taking the regulation outside the time, place, and manner rubric, even though *some* manner of communication on the subject is allowed.[FN21]

> FN21. In dissent, Judge Gould confuses viewpoint-neutrality with content-neutrality. Gould Dissent at 1078 (noting that "there are no favored organizations or persons-no street performer advancing any cause can solicit funds from Seattle Center patrons in an active way"). The Center's passive solicitation rule is certainly viewpoint-neutral in that it affects all street performers regardless of their message. But, for the reasons discussed above, it is nonetheless content-based, as it singles out certain content for special treatment.

***1052** [27] Our conclusion that the active solicitation ban is content-based is supported-but not determined-by the fact that an officer seeking to enforce the active solicitation ban "must necessarily examine the content of the message that is conveyed." *Forsyth County,* 505 U.S. at 134, 112 S.Ct. 2395 (internal quotation marks and citations omitted); *see also ACLU II,* 466 F.3d at 796 n. 12. How else would an officer determine whether a performer's tip-of-the-cap was accompanied by a permissible "Thank you" or a prohibited "Please give?" [FN22]

> FN22. That an officer must evaluate the content of a message to determine whether a regulation applies is *evidence* that the regulation is content-based, although it is not dispositive. *See Forsyth County,* 505 U.S. at 134, 112 S.Ct. 2395. The "officer must read it" test is not always determinative of the issue of whether a regulation is facially content-based. *See Ctr. for Bio-Ethical Reform,* 533 F.3d at 789 n. 5 ("Whether an officer must read a message is persuasive evidence of an impermissible content-based purpose, but is not dispositive.").

In short, Rule F.3.a is a content-based limitation on speech. That it only restricts, rather than completely bans, particular content makes it no more content-neutral.[FN23]

> FN23. In *ACORN,* we held that a City of Phoenix ordinance prohibiting the solicitation of donations from people in vehicles stopped at red lights was content-neutral. 798 F.2d at 1267-68. We also noted approvingly that the ordinance did not enjoin individuals from otherwise distributing literature to or orally communicating with vehicle occupants. *Id.* at 1271. Read broadly, this holding would conflict with our current conclusion, as well as with our holding in *ACLU II. See ACLU II,* 466 F.3d at 794 (holding that a ban on solicitation, but not on other messages, was content-based).
>
> We do not interpret ACORN so broadly, however. We see no indication that the ordinance at issue forbade passing out handbills asking car drivers or passengers to contribute by mail to a charity or cause, as opposed to soliciting on-the-spot donations. That is, the ordinance at issue in *ACORN,* like that in *Lee,* prohibited only the immediate physical exchange of money. *See Lee,* 505 U.S. at 704-05, 112 S.Ct. 2701 (Kennedy, J., concurring). Such a regulation is not a content-based regulation of speech, and so does not run afoul of the content neutrality requirement.

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2. Strict scrutiny

As a content-based regulation, the ban on active solicitation is valid only if it serves a compelling government interest in the least restrictive manner possible. Rule F.3.a does neither, and so is not one of the "rare ... regulation[s] restricting speech because of its content" that is "permissible." *See Playboy Entertainment Group,* 529 U.S. at 818, 120 S.Ct. 1878.

As a general matter, it is unlikely the City's asserted interest in reducing obnoxious behavior by street performers could ever be considered compelling. *See S.O.C., Inc. v. County of Clark,* 152 F.3d 1136, 1146 (9th Cir.1998) (noting that, although the government "may have a substantial interest in preventing solicitors from harassing pedestrians on public streets and sidewalks[,] ... these substantial interests ... may not be compelling"). This stated interest pales in comparison to those interests the Supreme Court has found compelling in a First Amendment context. *See Burson v. Freeman,* 504 U.S. 191, 198-200, 112 S.Ct. 1846, 119 L.Ed.2d 5 (1992) (plurality opinion) (reducing voter intimidation and election fraud); *Eu v. S.F. County Democratic Cent. Comm.,* 489 U.S. 214, 232, 109 S.Ct. 1013, 103 L.Ed.2d 271 (1989) (protecting "the integrity of the electoral process"); *R.A.V. v. City of St. Paul,* 505 U.S. 377, 395, 112 S.Ct. 2538, 120 L.Ed.2d 305 (1992) (safeguarding "the basic human rights of members of groups that have historically been subjected to ***1053** discrimination"); *see also Alaskan Independence Party v. Alaska,* 545 F.3d 1173, 1180 (9th Cir.2008) (elimination of fraud and corruption in the state election process); *Cal. Pro-Life Council, Inc. v. Randolph,* 507 F.3d 1172, 1179 & n. 8 (9th Cir.2007) (disclosure of political information to the electorate).

[28][29] But even if reducing aggressive solicitation qualifies as a compelling interest, the Center's passive solicitation rule is far from the least restrictive means by which the City could discourage "pushy" or "overbearing" solicitation. Rule F.3.a bars *all* active solicitation. It reaches innocuous verbal requests for donations; it prohibits a performer from "gestur[ing]" towards the passive receptacle that the Rules permit the performer to display. Yet, "[a] complete ban can be narrowly tailored ... only if each activity within the proscription's scope is an appropriately targeted evil." *Frisby,* 487 U.S. at 485, 108 S.Ct. 2495. Rule F.3.a cannot possibly meet that standard.

If the City desires to curb aggressive solicitation, it could enforce an appropriately worded prohibition on aggressive behavior. If necessary, the City can also rely on constitutionally valid nuisance and aggressive panhandling laws to control street performers who will not take no for an answer when asking for money.

The Supreme Court in *Village of Schaumburg* observed that "[t]he [local government's] legitimate interest in preventing fraud can be better served by measures less intrusive than a direct prohibition on solicitation. Fraudulent misrepresentations can be prohibited and the penal laws used to punish such conduct directly." 444 U.S. at 637, 100 S.Ct. 826; *see also Riley,* 487 U.S. at 795, 108 S.Ct. 2667; *Schneider,* 308 U.S. at 164, 60 S.Ct. 146. Similarly, punishing offensive conduct *after* it has occurred is indubitably a less restrictive way to protect audiences from serious annoyances than banning all forms of active solicitation, whether problematic or not. The City's sweeping ban is simply not the least restrictive means of reducing overbearing street performer behavior. It therefore cannot stand.

VI. Rule G.4: The Captive Audience Rule

A. *Overview of the Rule*

Unlike the rules we have already discussed, Rule G.4 applies to all speakers, not just to street performers. It prohibits all "speech activities ... within thirty (30) feet of any captive audience." "Speech activities" include "both political speech and commercial speech[,]" but do not include "activi[ties] conducted by City employees or licensed conces-

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sionaires." Rule C.14. A "captive audience" is

> any person or group of persons: 1) waiting in line to obtain tickets or food or other goods or services, or to attend any Seattle Center event; 2) attending or being in an audience at any Seattle Center event; or 3) seated in any seating location where foods or beverages are consumed.

Rule C.5.

B. *Constitutionality of Captive Audience Rule*

[30] The Center's "captive audience" Rule is the most troublesome of the challenged regulations, striking at the very core of the precepts underlying the protection of speech in traditional public fora. The Rule's very purpose-according to the City-is to "protect" many of the individuals who have gathered at the Center, a public forum, from efforts by fellow citizens to communicate with them. That purpose is squarely at odds with the fundamental principle of our traditional public forum jurisprudence-namely, that use of parks for public discussion and gathering ***1054** "has, from ancient times, been a part of the privileges, immunities, rights, and liberties of citizens" and "must not, in the guise of regulation, be abridged or denied." *See Hague,* 307 U.S. at 515-16, 59 S.Ct. 954. The seminal captive audience case, *Lehman v. City of Shaker Heights,* 418 U.S. 298, 94 S.Ct. 2714, 41 L.Ed.2d 770 (1974), specifically abjured any such application of the captive audience concept, recognizing that a public street car is not a "First Amendment forum" like a "park," "where First Amendment values inalterably prevail." *Id.* at 302-04, 94 S.Ct. 2714.

[31] And, indeed, from "time out of mind," public parks have been central to our constitutional heritage of open discourse. *See Hague,* 307 U.S. at 515, 59 S.Ct. 954. They provide an essential outlet to those who, for economic or other reasons, would not otherwise be able to participate in that discourse. *See Grossman,* 33 F.3d at 1205 n. 8. Given the importance of these locales, we cannot countenance the view that individuals who choose to enter them, for whatever reason, are to be protected from speech and ideas those individuals find disagreeable, uncomfortable, or annoying. *See NAACP v. Claiborne Hardware Co.,* 458 U.S. 886, 910-11, 102 S.Ct. 3409, 73 L.Ed.2d 1215 (1982).[FN24]

> FN24. "Fighting words" are, of course, proscribable under the First Amendment. *See Virginia v. Black,* 538 U.S. 343, 359, 123 S.Ct. 1536, 155 L.Ed.2d 535 (2003) (citing *Chaplinsky v. New Hampshire,* 315 U.S. 568, 572, 62 S.Ct. 766, 86 L.Ed. 1031 (1942)).

[32][33][34] The Supreme Court's "captive audience" jurisprudence fully supports our conclusion that public park-goers, in general, are not a protectable captive audience for constitutional purposes. "The plain, if at times disquieting, truth is that in our pluralistic society, constantly proliferating new and ingenious forms of expression, we are inescapably captive audiences for many purposes." *Erznoznik v. City of Jacksonville,* 422 U.S. 205, 210, 95 S.Ct. 2268, 45 L.Ed.2d 125 (1975) (internal quotation marks and citation omitted). Only in "narrow circumstances" may government restrain speech to protect such audiences. *Id.* at 210-11, 95 S.Ct. 2268. "The ability of government, consonant with the Constitution, to shut off discourse solely to protect others from hearing it is, in other words, dependent upon a showing that substantial privacy interests are being invaded in an essentially intolerable manner." *Cohen v. California,* 403 U.S. 15, 21, 91 S.Ct. 1780, 29 L.Ed.2d 284 (1971).

Such substantial privacy interests include "the psychological [and] physical well-being of the [hospital] patient held 'captive' by medical circumstance." *Madsen v. Women's Health Ctr.,* 512 U.S. 753, 768-71, 114 S.Ct. 2516, 129 L.Ed.2d 593 (1994) (validating an injunction creating a 36-foot buffer zone around entrances of an abortion clinic in which picketing and demonstrating, among other activities, were barred); *see also Hill v. Colorado,*

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530 U.S. 703, 728-30, 120 S.Ct. 2480, 147 L.Ed.2d 597 (2000) (upholding an eight-foot regulatory buffer around clinic entrances due to the "unique concerns that surround health care facilities," where those using the facilities "are often in particularly vulnerable physical and emotional conditions"). They also encompass "the quiet enjoyment" of one's home. *Frisby,* 487 U.S. at 483, 108 S.Ct. 2495 (upholding a ban on "focused picketing taking place solely in front of a particular residence").

The unique privacy and self-determination interests involved in protecting medical facilities and residences simply do not exist for those waiting in line or having lunch outdoors in a public park. Indeed, we have already rejected such a comparison in *Kuba,* 387 F.3d at 861 n. 10, explaining that patrons of a "place of public ***1055** entertainment" were not a captive audience similar to the intended audiences in *Madsen* and its progeny, because they were obviously not "particularly vulnerable," as are the patients and doctors in such cases.

Moreover, even if Seattle Center officials could justify a prohibition on unwelcome speech, the current "captive audience" regulation would still be too broad because it prohibits *all* "speech activities," not just those that continue after the recipient of the speech has signaled a preference to be left alone. *See Jews for Jesus,* 482 U.S. at 574-75, 107 S.Ct. 2568 (holding that a regulation was constitutionally overbroad where it prohibited all "First Amendment activities" and noting that "no conceivable governmental interest would justify such an absolute prohibition of speech"); *see also Schenck v. Pro-Choice Network of Western New York,* 519 U.S. 357, 383-84, 117 S.Ct. 855, 137 L.Ed.2d 1 (1997) (holding that an injunction provision that required abortion protestors to move away from abortion clinic patients who asked to be left alone did not violate the First Amendment).

The implications of upholding the Seattle Center's "captive audience" regulation are startling. Doing so would permit the almost unlimited regulation of speech in a public park. After all, any visitor to a park, even one strolling through the park, is "captive" in a particular spot, in that the visitor might have reason to stay where she is rather than move to another location in the park or to a different park. There is no reason to suspect that a group of runners on a park track, parents watching their children in a playground, or an individual sitting in her favorite spot are any less "captive"-i.e., less interested in staying where they are rather than moving to a different location-than those who are waiting in line or eating while seated in a designated area.

In sum, we hold that public park-goers are not a "captive audience." [FN25] Any interest they may have in pursuing such activities as waiting in line, attending an event, or eating without communication by others is not a "substantial privacy interest."

> FN25. Although we hold that Center patrons are not a "captive audience" for First Amendment purposes when frequenting the Center's public open areas, we certainly do not mean to suggest that the City could not promulgate rules that prohibit and punish disruptive conduct during planned Center events or at indoor Center venues. As discussed below, such a rule would, of course, have to be much more narrowly tailored than the sweeping ban on speech that the City has adopted here.

[35] Moreover, even if the City's purported interest in protecting certain park-goers from communications by others were substantial-which it is not-Rule G.4 is not narrowly tailored to meet that interest. This is so for two reasons.

First, the rule's preference for concessionaires and licensees leads to the odd result that purely commercial speech, which receives more limited First Amendment protection than noncommercial speech, is allowed and encouraged, while artistic and political speech is not. This bias in favor of commercial speech is, on its own, cause for the rule's invalidation. *See Metromedia, Inc. v. City of San Diego,*

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453 U.S. 490, 513, 101 S.Ct. 2882, 69 L.Ed.2d 800 (1981) (plurality opinion); *see also G.K. Ltd. Travel v. City of Lake Oswego,* 436 F.3d 1064, 1081 (9th Cir.2006) (ordinance is invalid if it favors commercial speech over noncommercial speech); *Desert Outdoor Adver., Inc. v. City of Moreno Valley,* 103 F.3d 814, 819-20 (9th Cir.1996) (same).

Second, Rule G.4 is unconstitutionally broad. *See* ***1056***Bd. of Airport Comm'rs of City of L.A. v. Jews for Jesus, Inc.,* 482 U.S. 569, 574-75, 107 S.Ct. 2568, 96 L.Ed.2d 500 (1987). In *Jews for Jesus,* the Court invalidated, on overbreadth grounds, a regulation that prohibited individuals from engaging in any "First Amendment activities" within the Central Terminal of Los Angeles International Airport. *Id.* at 574, 107 S.Ct. 2568. In striking down the rule, the Court noted that "[t]he resolution does not merely regulate expressive activity in the Central Terminal Area that might create problems such as congestion or the disruption of the activities of those who use LAX[;] ... it prohibits even talking and reading, or the wearing of campaign buttons or symbolic clothing." *Id.* at 574-75, 107 S.Ct. 2568. "We think it obvious that such a [sweeping] ban cannot be justified ... because no conceivable governmental interest would justify such an absolute prohibition of speech." *Id.* at 575, 107 S.Ct. 2568.

The Center's "captive audience" rule-which prohibits all "speech activities ... within thirty (30) feet of a captive audience"-is similarly overbroad in its sweep. By its very terms, Rule G.4 prohibits both welcome and unwelcome communications, both verbal tirades and silent protests, both offensive language and the mildest remark. It would, for instance, forbid a political campaign representative from offering a handbill to a consenting park-goer in an entirely benign-even silent-manner. It would likewise prevent a concerned citizen from displaying a sign critical of the city government. Such passive and unthreatening acts certainly do not intrude on the privacy of park-goers in "an essentially intolerable manner," if they intrude at all. *See Cohen,* 403 U.S. at 21, 91 S.Ct. 1780. Thus, by flatly prohibiting all "speech activities," the Center's "captive audience" rule, like the regulation in *Jews for Jesus,* "does not merely regulate expressive activity in the [Center] that might create [the alleged] problems." 482 U.S. at 574, 107 S.Ct. 2568. No governmental interest-and certainly not an interest in protecting public park-goers from unwanted communications-could justify such a sweeping ban. *See id.*

Rule G.4 also creates precisely the type of "floating buffer zone [ ]" that the Court found unconstitutional in *Schenck v. Pro-Choice Network of Western New York,* 519 U.S. 357, 377-80, 117 S.Ct. 855, 137 L.Ed.2d 1 (1997). In *Schenck,* the Court considered an injunction which barred demonstrations within fifteen feet of any person or vehicle using an abortion clinic. *Id.* at 367, 117 S.Ct. 855. According to the court, the "floating" fifteen foot zones created by the injunction created an uncertain and over-broad system of restraints on speech. *Id.* at 377-80, 117 S.Ct. 855. As clinic patients moved, speech-restricted areas shifted across the landscape in an unpredictable and, in the Court's view, unacceptable manner. *Id.*

Rule G.4's thirty-foot buffer zone generates the same unpredictability problems here. As the end of a line shifts, or a picnic table is occupied, the Center's captive audience rule snaps on to bar speech within thirty feet of the line or the picnickers. This system of shifting "speech-free" zones is the sort of capricious restraint, likely to chill far more speech than the Seattle Center would be justified in regulating, that *Schenck* struck down. 519 U.S. at 377-80, 117 S.Ct. 855.

In sum, the City's "captive audience" rule not only fails to address a substantial government interest, it also burdens considerably more speech than necessary to achieve its purported goals. Rule G.4's flat ban on all speech activities encompasses a broad compendium of expressive activity, much of which is not disruptive or unduly invasive of the privacy interests of allegedly "captive" park-goers. In addition, the rule promulgates unconstitutionally vague

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"buffer" zones that are likely to ***1057** chill otherwise permissible speech. For all these reasons, the "captive audience" rule cannot stand.

VII. Response to the Dissenters

Although we have responded to specific points raised by the dissent throughout this opinion, we wish to address two broader concerns that we have with the various dissents.

First, in order to bolster their arguments, both Chief Judge Kozinski and Judge Gould mischaracterize both the nature of the Center's rules and our analysis of those rules. Chief Judge Kozinski, for example, repeatedly suggests that the rules apply only to those performers who solicit money. *See, e.g.,* Kozinski Dissent at 1063-64 (noting that the rules are intended to protect park-goers from "overly aggressive street performers bent on increasing their own visibility and income"); *id.* at 1067 ("[S]treet performers like Berger are not merely citizens who wish to use the park as a forum for public expression or religious worship on an occasional basis; they are operating a business and earning a living from these activities."); *id.* at 1068 ("The commercial aspects of the street performer trade, which my colleagues overlook, set up the dynamics that have given Seattle Center cause for concern."). That understanding of the rules is simply wrong. No such limitation appears in the Center's rules, nor has it been propounded by the City. Instead, the permitting requirement applies, on its face, to all "member[s] of the general public who engage[ ] in any performing art or the playing of any musical instrument, singing or vocalizing," Rule C.15. It does not distinguish between performers who seek funds and those who merely wish to entertain or to express an opinion through performance art. The City's "captive audience" rule goes even further. It applies to *all* park-goers, not just to street performers, and certainly *not* just to street performers who solicit funds. The City has not argued otherwise.

The dissenters also imply that the rules are limited to repeat performers, *see* Kozinski Dissent at 1067, 1068, and to preventing "unwelcome or harassing performances." *See* Gould Dissent at 1080. Once again, the scope of the rules at issue is not limited to these categories, nor has the City so interpreted them. The permitting requirement and passive solicitation rules apply to one-time performers and to Seattle Center regulars in equal measure. The sweeping "captive audience" rule applies to everyone (other than City employees and licensed concessionaires) at all times. In addition, none of the rules differentiate between benign, inoffensive conduct and aggressive, unwelcome acts. They simply deter or ban all relevant speech.

We do not discount the City's interest in protecting patrons of the Seattle Center from "browbeating" and other hostile conduct. The problem is that the City, rather than tailoring its rules to curtail problematic behavior, imposed sweeping bans on expressive activity and implemented a broad registration requirement. It is, in large part, the overbreadth of the rules, an overbreadth the dissenters do not appear to recognize, that renders them constitutionally infirm. *See Jews for Jesus,* 482 U.S. at 574-76, 107 S.Ct. 2568.

Chief Judge Kozinski also mischaracterizes, or perhaps misunderstands, key aspects of our opinion. For instance, he asserts that "it is a wholly different matter to derive some sort of rule that prohibits-or strongly discourages-regulation of speech by a single individual, regardless of the size of his expected audience or the disruption he may cause." Kozinski Dissent at 1072. The "rule" that we propose is precisely the opposite of what the Chief Judge suggests. One of the central deficiencies ***1058** of the Center's permitting requirement is that it does *not* consider the size of a street performer's expected audience or "the disruption he may cause." It applies to every member of the "general public" who wishes to perform, sing, or vocalize on the Center's grounds, irrespective of the size of their planned or actual audience. If, by contrast, the

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permitting requirement applied only to performers who intend to attract a crowd of a sufficiently large size (say 100 persons or more), the requirement might very well be constitutional. For this reason, Judge Kozinski's suggestion that our opinion would preclude a permit requirement for the famous civil rights leader who plans to hold a rally for half a million people at the Lincoln Memorial is absurd. Instead, the point is that the Center's permitting requirement is not limited to huge rallies-or even small, hundred person ones.

Moreover, our conclusion that the Constitution prohibits the government from implementing a registration system that governs speech in a public forum and applies to groups as small as a single individual performing without an audience is neither new nor idiosyncratic. This circuit has repeatedly affirmed the principle that an advance notification requirement applicable to speech in a public forum must be limited to larger groups. *See Long Beach Area Peace Network,* 522 F.3d at 1032-33; *Santa Monica Food Not Bombs,* 450 F.3d at 1039; *Grossman,* 33 F.3d at 1206; *City of Richmond,* 743 F.2d at 1355; *Rosen,* 641 F.2d at 1247-48. Several other circuits have reached this same conclusion. *See Cox v. City of Charleston,* 416 F.3d 281, 285 (4th Cir.2005); *American-Arab Anti-Discrimination Committee v. City of Dearborn,* 418 F.3d 600, 608 (6th Cir.2005); *Douglas v. Brownell,* 88 F.3d 1511, 1524 (8th Cir.1996). The dissenters ignore this long line of authority, concluding simply that a "rigid numerical rule will fail because it makes no account for the performance's effect on others." Kozinski Dissent at 1073. But, as we and several other appellate courts have noted, a numerical floor is necessary precisely *because* such a floor indicates that the government has properly tailored its permitting requirement to address the effect that a speaker will have on other users of a public space.

We also reiterate that the City is free to enforce its existing rules, including its criminal statutes and traffic ordinances, against individual offenders. We do not hold, as Chief Judge Kozinski's other, equally silly, examples appear to suggest, *see* Kozinski Dissent at 1072-73, that the First Amendment exempts all individual speakers from regulation. If Yo-Yo Ma or Mr. Nez decided unilaterally to obstruct vehicle traffic, the government can, of course, prevent him from doing so by enforcing its vehicular codes. Similarly, Seattle Center officials can, pursuant to its existing rules, remove a street performer who is blocking pedestrian traffic or harassing parkgoers. But a permitting requirement that applies to a group as small as a *single* person and which governs speech activity in a public park (*not* on a city street) is not necessary to promote the interests the City asserts in this case and is highly offensive to our constitutional values.

Which leads to our second-and overriding-general concern with the approach of the dissenters: the dissents ignore, or at least discount, bedrock principles of First Amendment jurisprudence. Among these is the proposition that public parks are an especially important and protected forum for speech, even as compared to public streets. *See Hague,* 307 U.S. at 515, 59 S.Ct. 954; *Grossman,* 33 F.3d at 1204-05. Chief Judge Kozinski describes the Seattle Center as a "cultural achievement," "an enterprise," a "multi-use facility," and the "crown jewel of [Seattle's] ***1059** civic enterprise." While accurate, these descriptions mask the Seattle Center's true identity: it is an 80-acre expanse of public land that includes twenty-three acres of outdoor, public park space. However unique the Seattle Center may be, it is, fundamentally, a public park. As such, regulations on speech within its boundaries warrant particularly close attention.

[36] The dissenters also disregard the fundamental premise that "a law requiring a permit to engage in [individual] speech constitutes a dramatic departure from our national heritage and constitutional tradition," *Watchtower Bible,* 536 U.S. at 166, 122 S.Ct. 2080, because "prior restraints on speech [like the City's permitting requirement] ... are the most serious and least tolerable infringement on First Amendment rights." *Nebraska Press Ass'n v. Stu-*

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art, 427 U.S. 539, 559, 96 S.Ct. 2791, 49 L.Ed.2d 683 (1976). Such restraints bear a "heavy presumption" against their constitutionality. *Forsyth County,* 505 U.S. at 130, 112 S.Ct. 2395. Without acknowledging the constitutionally suspect nature of prior restraints, the dissenters would uphold the permitting requirement on the weakest of rationales-i.e., that the requirement helps the City identify and punish rule breakers. As already discussed at length, the City need not implement a broadly applicable prior restraint to achieve these objectives. Allowing such an "intolerable infringement on First Amendment rights" therefore simply cannot be countenanced.

VIII. Conclusion

First Amendment protections are robust, yet at the same time fragile and precious. Often, government restrictions on speech seem perfectly reasonable at first glance, and the encroachment on expression forgivable in pursuit of convenience or good manners. But seventy years of law beginning with *Hague v. CIO,* has laid down the basic principle that there are a few government-owned areas-of which public parks are the preeminent example-in which the values underlying the First Amendment favor communication among citizens over merely reasonable speech restrictions, and require instead that any regulation of speech be targeted at real problems, and carefully calibrated to solve those problems. In other words, while some-among them, the dissenters in this case-might prefer a "Truman Show" version of pristine placidity in our public parks, our First Amendment jurisprudence rests on a very different vision.

[37] The standards for valid regulation in traditional public fora are just moderately stringent, an intermediate level of scrutiny in the contemporary constitutional lingo. But the First Amendment interests advanced by the developed time, place, and manner jurisprudence does require that we apply that mid-level scrutiny with care, paying attention to the details of the regulation at issue, the state of the record, and the fit between the regulation and the governmental interest asserted. Having done so, we conclude that none of the challenged Rules qualify as reasonable time, place, or manner restrictions on the current record and that the district court's grant of summary judgment to Berger should be affirmed as to all but the location regulation, Rule F.5, and that the validity of Rule F.5 must be determined on remand, as the grant of summary judgment was improper.

AFFIRMED IN PART and REMANDED IN PART.

Chief Judge KOZINSKI, with whom Judges GOULD and TALLMAN join, dissenting:
Seattle Center is an astonishing cultural achievement. Just minutes from downtown on foot or by monorail, it is home to a ***1060** dizzying array of entertainment venues, sporting events, festivals, educational and community programs, restaurants, museums and, of course, the world-famous Space Needle. The Center's website documents the close co-operation between the city government and the scores of private, professional and community organizations that provide over 10,000 attractions and events there every year. Having had its start as the 1962 World's Fair, the Center campus has maintained and enhanced its vibrancy over the intervening decades. In a square a little smaller than 6 blocks on a side, the Center is home to a professional sports team, PBS broadcast station, opera, ballet, Shakespeare Company, science center, IMAX theater, Experience Music Project (look it up), Science Fiction Hall of Fame, amusement park and countless other attractions. The Center is open from 7 a.m. to midnight every day, and this past year hosted 12 million visitors-roughly the population of Pennsylvania.

Operating an enterprise of this magnitude and complexity requires a good deal of effort and commitment. It also calls for some basic rules, to ensure the safety and convenience of the tens of thousands of people who visit the Center on an average day, and to preserve the atmosphere of hospitality and

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neighborliness that is the Center's guiding spirit.

The rules pertaining to street performers, which my colleagues discard like so much wilted lettuce, were adopted in response to specific problems: repeated disputes among performers about location, performances in places that could not accommodate the crowds gathered to watch them, and rude and overbearing demeanor of some performers towards the public. The following is from a declaration submitted by the city, which we must accept as true for purposes of summary judgment:

> Before the performer permit rules went into effect, ... there were approximately 3 or 4 complaints by performers against other performers per week. If [plaintiff] Magic Mike was here, we could expect one or more from him and then one or more from whomever he was complaining about.... [T]here would be 1 complaint per week by a tenant of a facility in the Seattle Center ... [and] 1 complaint per month by a member of the public against a performer.... The general complaints by performers against other performers would be "that is my spot and he can't be there" and/or "that performer is doing what I am doing and they won't move." ... The general complaints by tenants against performers ... concerned too much noise or blocking access .... [C]omplaints by members of the public generally concerned pushy or overbearing performers .... Emergency Service would normally receive 1 or 2 complaints per week regarding a performer trapping a captive audience.

The Center also experienced other problems: "Unregulated street performing had led to situations in which street performers had set up in areas that could not accommodate the crowds the performances sometimes gather. Street performers also sometimes set up too close to one another, creating conflicts between performers."

Seattle Center authorities found that they had no effective way to deal with these persistent problems:

> Before the permit system, the only recourse that Emergency Services had was to speak to the parties involved and ask performers to get along. We would ask anyone with loud or blocking performances to move or quiet down. Overbearing performers were spoken to and asked to leave if they did not change how they were doing their act. These requests did not reduce the number of complaints involving performers.

***1061** The new rules had the desired effect, bringing peace and order to what had been a chaotic and disruptive process:

> After the performer permit rules went into effect, Emergency Service rarely received any complaints regarding performers. In general, the permit system is welcomed by everyone. They know there are designated spaces for all different types of performances and that there are rules that everyone must follow. It has eliminated confrontation between performers. There are plenty of spots and they are not in the way of one another.

The majority here manages to strike down almost all of these rules without bothering to give Seattle an opportunity to present evidence justifying them. To that end, my colleagues deploy a number of techniques well designed for this purpose:

1. The majority finds the solution adopted by Seattle Center to be both too broad, maj. at 1045-46, and too narrow, *id.* at 1037, 1043, and so concludes that there's an "imperfect fit" between the rules and the goals the city seeks to achieve. *Id.* at 1043. But the Supreme Court has made it quite clear that time, place and manner regulations need not be perfectly tailored, and that a government body has considerable discretion to fashion regulations as it thinks best: "The validity of such regulations does not turn on a judge's agreement with the responsible decisionmaker concerning the most appropriate method for promoting significant government interests." *United States v. Albertini,* 472 U.S. 675, 689, 105 S.Ct. 2897, 86 L.Ed.2d 536 (1985). Rather, a regulation is valid "so long as [it] promotes a substantial government interest that would

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be achieved less effectively absent the regulation." *Id.; Ward v. Rock Against Racism,* 491 U.S. 781, 799, 109 S.Ct. 2746, 105 L.Ed.2d 661 (1989).

Instead of settling for effective regulations, the majority demands perfection. But perfection is hard to find in rules written and applied by mortals. Once judges start looking for imperfections, that is pretty much the end of the story-and of the regulations. No rules written by man can withstand such persnickety scrutiny.

2. The majority also trots out the time-honored technique of declaring that the rules in question don't really solve the problems they're supposed to solve. Maj. at 1041-42. Which reminds me of the quip about economists greeting some item of news with the observation, "That may be so in practice, but is it true in theory?" My colleagues overlook evidence in the record that the rules have *actually* worked-the problems they were designed to solve went away as long as the rules were in effect. *See* p. 1060-61 *supra.*

We are reviewing a grant of summary judgment against the Center; we must view the evidence in the light most favorable to it, and affirm only if there are no disputed issues of material fact. *Lopez v. Smith,* 203 F.3d 1122, 1131 (9th Cir.2000) (en banc). Instead, the majority makes its own findings, such as: the rules "do not promote [Seattle Center's] interests in any significant way," maj. at 1041; "do[ ] not aid in coordinating multiple uses" of Seattle Center, maj. at 1042; and that most street performances pose "no realistic coordination or traffic flow concerns," maj. at 1046. Who needs trials when we can find facts on appeal?

3. My colleagues also come up with solutions of their own, which they claim would better solve the problems. *See, e.g.,* maj. at 1044-45, 1047. But the majority's proffered solutions suffer from the same defects it finds in those adopted by Seattle Center, containing such fudge-words as "unwanted behavior" and "most sought-***1062** after locales." Maj. at 1043, 1045. The majority also suggests that the rules are unnecessary because the Center could solve the problems by "enforc[ing] an appropriately worded prohibition on aggressive behavior." Maj. at 1053; *see also id.* at 1043. Does the majority really mean to say that the Center can't have clear rules about obtaining permits and not trapping captive audiences, but it *can* kick out any street performer it deems "aggressive"?

Fortunately for my colleagues, *their* proposed solutions don't need to pass constitutional muster; they can just toss them out as supposedly superior alternatives. But if the city were gullible enough to follow these suggestions, my colleagues would find reasons to strike down the new rules in the next round of litigation. This artifice can be repeated many times, to the delight of plaintiff and the general enrichment of the legal profession.

The majority plays a shell game when it confidently declares that "[t]he City's asserted interest in coordinating multiple uses of the Center could also be achieved as effectively without the permitting requirement." Maj. at 1045. How is the city to achieve these objectives, in the majority's view? Why, it's by use of the designated locations rule that the majority fails to uphold elsewhere in its opinion. And if I had ham, I could have some very nice ham and eggs, if I had eggs. Sophistries such as these are cold comfort to those who have the actual responsibility for operating an enterprise the size and complexity of Seattle Center.

4. The majority overstates the problems that the rules supposedly cause for the street performers, and minimizes the problems that the street performers caused for the Center and its patrons before the rules were instituted. For instance, the majority repeatedly describes the rules as "sweeping bans" on expressive activity. Maj. at 1053, 1056, 1057. In fact, no one is prevented from speaking; the rules merely regulate the time, place and manner of speech, and very lightly at that. Permits are issued on a non-discretionary, non-discriminatory basis, and the performers may conduct any performance they please, however often they want, at any time

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ite point: that the permit is unnecessary because the Center authorities know exactly who the street performers are. Maj. at 1044 n. 14. The majority can't have it both ways.

"[E]very reasonable construction must be resorted to, in order to save a [rule] from unconstitutionality." *United States v. Buckland,* 289 F.3d 558, 564 (9th Cir.2002) (quoting *Hooper v. California,* 155 U.S. 648, 657, 15 S.Ct. 207, 39 L.Ed. 297 (1895)); *see also Broadrick v. Oklahoma,* 413 U.S. 601, 613, 93 S.Ct. 2908, 37 L.Ed.2d 830 (1973) ("Facial overbreadth has not been invoked when a limiting construction has been or could be placed on the challenged[rule]."). My colleagues instead reject every reasonable construction that might get in the way of finding the rules unconstitutional.

* * *

"Public parks are often closely identified in the public mind with the government unit that owns the land. City parks-ranging from those in small towns, like ***1064** Pioneer Park in Pleasant Grove City, to those in major metropolises, like Central Park in New York City-commonly play an important role in defining the identity that a city projects to its own residents and to the outside world." *Summum,* 129 S.Ct. at 1133-34. Seattle has a legitimate-indeed a vital-interest in maintaining the character of the multi-use facility that is the crown jewel of its civic enterprise. If the majority here is right, then Seattle and other municipalities hoping to use their parks to promote civic virtue, neighborliness, hospitality and the peaceful enjoyment of the arts cannot possibly draft a set of rules that will protect visitors, concessionaires and other artists from overly aggressive street performers bent on increasing their own visibility and income by bullying those around them.

But the majority is not right. The rules adopted by Seattle Center are a measured and reasonable response to a real problem; none of them stifles speech in any meaningful way, and none is unconstitutional. There is little I can add to the excellent analysis in Judge Gould's opinion as to the specific rules struck down by the majority. Each of those rules is carefully tailored and narrowly drawn to deal with specific, identified problems that, in the judgment of those charged with operating Seattle Center, impaired the safety, convenience and enjoyment of visitors to the park. And, as Judge N.R. Smith explains, the performance-location rule is particularly wellsuited to the city's legitimate objectives, while the objections to the rule-as to which a trial will now be required-are nothing but the personal preferences of the man who made the rules necessary in the first place.

It is unfortunate that such rules should be needed, as they seem largely designed to legislate civility. But Mr. Berger has been less than civil in his dealings with other performers and the public. The record, for example, references complaints against Berger for catcalling at a parent who refused to allow her children to watch his performance, bringing a child to tears for giving what Berger considered an insufficient donation and threatening and calling obscenities at a Center patron. In maintaining a hospitable campus, the Center management is surely entitled to deter such behavior by individuals profiting off its patrons.

Almost seventy years ago, the Supreme Court in *Cox v. New Hampshire,* 312 U.S. 569, 61 S.Ct. 762, 85 L.Ed. 1049 (1941), unanimously upheld a state statute that required an advance permit for anyone wishing to exhibit any "theatrical or dramatic representation" or to conduct any "parade or procession upon any public street or way, and [any] open-air public meeting upon any ground abutting thereon." *Id.* at 571, 61 S.Ct. 762. The Court's reasoning is as valid today as it was then:

> Civil liberties, as guaranteed by the Constitution, imply the existence of an organized society maintaining public order without which liberty itself would be lost in the excesses of unrestrained abuses. The authority of a municipality to impose regulations in order to assure the safety and con-

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> venience of the people in the use of public highways has never been regarded as inconsistent with civil liberties but rather as one of the means of safeguarding the good order upon which they ultimately depend.

Id. at 574, 61 S.Ct. 762. So long as the licensing board exercised its authority in a viewpoint-neutral, even-handed, consistent way, and the fee charged was reasonable, *id.* at 576-77, 61 S.Ct. 762, the permit requirement was constitutional, *id.* at 576, 61 S.Ct. 762:

> If a municipality has authority to control the use of its public streets for parades or processions, as it undoubtedly has, it ***1065** cannot be denied authority to give consideration, without unfair discrimination, to time, place and manner in relation to the other proper uses of the streets. We find it impossible to say that the limited authority conferred by the licensing provisions of the statute in question as thus construed by the state court contravened any constitutional right.

Cox dealt with parades on public streets, but the Court reached the same result when an identically-worded city ordinance was applied to require a license to hold a religious meeting in a public park:

> The principles of the First Amendment are not to be treated as a promise that everyone with opinions or beliefs to express may gather around him at any public place and at any time a group for discussion or instruction. It is a *non sequitur* to say that First Amendment rights may not be regulated because they hold a preferred position in the hierarchy of the constitutional guarantees of the incidents of freedom. This Court has never so held and indeed has definitely indicated the contrary. It has indicated approval of reasonable nondiscriminatory regulation by governmental authority that preserves peace, order and tranquillity without deprivation of the First Amendment guarantees of free speech, press and the exercise of religion. When considering specifically the regulation of the use of public parks, this Court has taken the same position.

Poulos v. New Hampshire, 345 U.S. 395, 405-06, 73 S.Ct. 760, 97 L.Ed. 1105 (1953). *Poulos* included an admonition that my colleagues would do well to heed: "There is no basis for saying that freedom and order are not compatible. That would be a decision of desperation. Regulation and suppression are not the same, either in purpose or result, and courts of justice can tell the difference." *Id.* at 408, 73 S.Ct. 760.

Twelve years later, in the other *Cox* case, Justice Goldberg, writing for the Court, emphasized the continued validity of *Cox* and *Poulos* and the importance of rules in maintaining the very concept of civil liberties:

> The rights of free speech and assembly, while fundamental in our democratic society, still do not mean that everyone with opinions or beliefs to express may address a group at any public place and at any time. The constitutional guarantee of liberty implies the existence of an organized society maintaining public order, without which liberty itself would be lost in the excesses of anarchy. The control of travel on the streets is a clear example of governmental responsibility to insure this necessary order. A restriction in that relation, designed to promote the public convenience in the interest of all, and not susceptible to abuses of discriminatory application, cannot be disregarded by the attempted exercise of some civil right which, in other circumstances, would be entitled to protection.
>
> ....
>
> It is, of course, undisputed that appropriate, limited discretion, under properly drawn statutes or ordinances, concerning the time, place, duration, or manner of use of the streets for public assemblies may be vested in administrative officials, provided that such limited discretion is "exercised with 'uniformity of method of treatment upon the facts of each application, free from improper or inappropriate considerations and from unfair discrimination' ... [and with] a

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'systematic, consistent and just order of treatment, with reference to the convenience of public use of the highways....' " *Cox v. New Hampshire, supra,* at 576, 61 S.Ct. 762. *See Poulos v. New Hampshire, supra.*

***1066** *Cox v. Louisiana,* 379 U.S. 536, 554, 558, 85 S.Ct. 453, 13 L.Ed.2d 471 (1965) (alterations in original).

Cox v. New Hampshire and *Poulos* have never been overruled, so far as I know; indeed, the Court has built on them. *See, e.g., Ward,* 491 U.S. 781, 109 S.Ct. 2746, 105 L.Ed.2d 661 (upholding New York's sound-amplification guideline in Central Park); *Heffron v. Int'l Soc'y of Krishna Consciousness, Inc.,* 452 U.S. 640, 101 S.Ct. 2559, 69 L.Ed.2d 298 (1981) (state's interest in maintaining the orderly movement of the crowd at annual state fair sufficient to support requirement that religious group confine its distribution, sales and solicitation activities to a fixed location); *Taxpayers for Vincent,* 466 U.S. 789, 104 S.Ct. 2118, 80 L.Ed.2d 772 ("municipalities have a weighty, essentially esthetic interest in proscribing intrusive and unpleasant formats for expression").

The majority turns up its nose at *Cox* and *Poulos,* on the ground that "both cases preceded the development by the Supreme Court of specific time, place and manner standards," maj. at 1042-43, but the Supreme Court recently relied on them in *Thomas v. Chicago Park District,* 534 U.S. 316, 122 S.Ct. 775, 151 L.Ed.2d 783 (2002), where it (again unanimously) upheld a licensing requirement for any activity in a public park that exceeded 50 participants. In so doing, the Court reiterated the distinction between permits designed to censor and those designed to regulate competing uses in public areas:

"[T]he [permit] required is not the kind of prepublication license deemed a denial of liberty since the time of John Milton but a ministerial, police routine for adjusting the rights of citizens so that the opportunity for effective freedom of speech may be preserved." *Poulos v. New Hampshire.* Regulations of the use of a public forum that ensure the safety and convenience of the people are not "inconsistent with civil liberties but ... [are] one of the means of safe-guarding the good order upon which [civil liberties] ultimately depend." *Cox v. New Hampshire.*

Id. at 323, 122 S.Ct. 775 (citations omitted, alterations in original). The Court didn't ask why the city couldn't let all gatherings go forward, and then break up those that got out of hand. Rather, the Court accepted the city's estimate that a gathering of more than 50 people could cause problems and upheld the permit requirement.

Unlike the circuit opinions on which my colleagues rely, these Supreme Court cases-an unbroken line spanning more than six decades-are controlling authority, and we are bound to follow them. Applying these cases to the facts before us, I note that Seattle Center is the type of public gathering place that the Court dealt with in *Poulos, Ward, Heffron, Thomas* and *Summum.* The concerns that gave rise to the permit requirement and other regulations here are much the same as in those cases, and in *Cox v. New Hampshire* and *Vincent* as well. Despite the majority's obvious desire to reach the opposite conclusion, maj. at 1037, 1042 n. 9, we are bound to assume that the permit requirement has been administered in a neutral fashion and does not give Seattle Center authorities undue discretion, as Berger has never contended otherwise.

To me, this makes the case before us materially indistinguishable from these Supreme Court cases. The only significant differences cut sharply in favor of upholding the permit requirement. First, the rules here are considerably less restrictive. As the majority recognizes, "the permitting schemes at issue in *Cox* and *Poulos* both required applicants to 'specify the day and hour' that they planned to hold their parade or public meeting." Maj. at 1042. Here, a single permit entitles the ***1067** holder to perform at any time he wishes between 11:00 a.m. and 10:00 p.m., for as long as he wishes, in any of the

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designated locations, for an entire year. The majority somehow finds that this weighs *against* the Center, taking it as proof that the permits do not "further the government's interest in coordinating multiple uses of limited public space." *Id.* This is very strange reasoning. If the Center believes that it doesn't need a more restrictive permit to serve its ends, who are we to say that the restrictions are inadequate? The majority's clumsy effort to distinguish away the *Cox* line of cases stands the concept of narrow tailoring on its head.

The majority also criticizes the permit requirement because, unlike in *Thomas,* it's not limited to performances attracting a certain minimum audience. Maj. at 1046-47, 1057-58. But the majority overlooks *Poulos v. New Hampshire,* where the Court upheld a permit requirement for groups of any size wishing to hold an "open air public meeting" in a city park. 345 U.S. at 397 n. 2, 402-08, 73 S.Ct. 760; *see also Cox v. New Hampshire,* 312 U.S. at 571-72, 576, 61 S.Ct. 762. *Thomas,* in turn, relied on *Poulos* and *Cox*. 534 U.S. at 323, 122 S.Ct. 775.

The majority's distinction is nonsensical, in any event. When a permit is required for public meetings, as in *Thomas* and the other cases the majority relies on, the organizers can be expected to know, based on the degree of public interest, advertising and outreach, how large a group is likely to show up. The license the Center issues here is quite different: It is good for an entire year and entitles the bearer to perform hundreds or even thousands of times. The size of the crowd on any given day, at any particular hour, may be hard to predict, but it doesn't matter, as long as the Center reasonably believes that on *some* days, at *some* hours, a sufficiently large crowd may gather to impair the efficient operation of the Center.

It's ridiculous to suggest that performers may be required to obtain permits if the crowd that gathers to see them is of a certain size, but not if it is not. How is anyone to know in advance? Depending on the performer's popularity, the day of the week, the hour of the day and the availability of other attractions, a larger or smaller crowd may gather. What is the performer to do, if he doesn't have a permit? Must he count the crowd to make sure it doesn't exceed the limit and ask some to leave if he realizes there are too many? Should he stop the performance until the crowd disbands? When dealing with a performer who may give 20 or 30 performances a day, 20 or 25 days out of every month, using a numerical limit on the size of the audience, as the majority envisions, just doesn't make any sense; it is certainly not constitutionally required. The city can reasonably presume that when people engage in activities designed to gather a crowd, they will get a crowd often enough to render the activity the legitimate object of regulation.

The simple fact the majority overlooks is that street performers like Berger are not merely citizens who wish to use the park as a forum for public expression or religious worship on an occasional basis; they are operating a business and earning a living from these activities. They are repeat players-a continuing presence at the Center-taking advantage of the crowds generated by Seattle Center's organization and industry to promote their own economic well-being. To be sure, the business that these performers engage in does involve communicating with the public, and can be characterized as art or at least craft, so it deserves First Amendment protection. But there are many businesses whose object is communicating with the ***1068** public: theaters, cinemas, art galleries, record shops, night clubs, advertising agencies, investment advisors-the list is long and varied. No one has ever suggested that theaters, say, are exempt from fire laws, building codes, labor-relations regulations, taxes or the multitude of other non-content related laws that are applicable to any other business. The First Amendment simply doesn't sweep so far. *See, e.g., One World One Family Now v. City & County of Honolulu,* 76 F.3d 1009 (9th Cir.1996) (upholding a ban on sidewalk sale of message-bearing t-shirts).

Berger and other street performers are actors without a theater, circus performers without a tent.

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Not having a fixed facility, they perform in open spaces where people gather in the expectation that those who watch them will reward them. And this is not an idle hope: Rewarding street performers whose act one watches is a bit like tipping at hotels and restaurants-a social obligation that is not legally enforceable but many people feel bound to honor.

The commercial aspects of the street performer trade, which my colleagues overlook, set up the dynamics that have given Seattle Center cause for concern. A street performer's income depends on the crowd he is able to draw, so location is a very important issue-hence the strife about who gets to perform at the choicest spots. The economic incentive also can lead to aggressive solicitation of patrons, and rude remarks when patrons give what the performer believes is an insufficient donation. The economic incentive may lead street performers to find captive audiences-say, people standing in line-and start performing near them, hoping to guilt them into making a donation even if they have no particular interest in the performance.

Social conventions often create very strong obligations-such as when one leaves a sizable tip after receiving lousy table service to avoid an unpleasant reaction from the waiter-and people standing in line who have had the "benefit" of a street performance that they did not seek out or enjoy may feel pressured to cast down a dollar or two, just so others won't consider them to be moochers. The patrons may nevertheless feel put upon, and their Center experience may be tainted by having been buffaloed into this transaction.

The Supreme Court in *Summum* drew a distinction between traditional public speakers who, "no matter how long-winded, eventually come to the end of their remarks," 129 S.Ct. at 1137, and monuments in public parks, which "endure." *Id.* Because monuments are a permanent fixture of the facility, they "monopolize the use of the land on which they stand and interfere permanently with other uses of public space." *Id.* Street performers, like plaintiff here, fall somewhere in between these two extremes: They do go home at the end of the day (like occasional public speakers), but they come back the next day and the day after that, on a permanent or semipermanent basis. Each performance may attract a relatively small audience compared to a speech or a rally, but each performer will be constantly gathering crowds. A facility like Seattle Center can't accommodate an unlimited number of such performers; if there are too many at the same time, or at the same location, they begin to "interfere permanently with other uses of public space." *Id.* Cities therefore have a far greater interest in regulating the activities of permanent street performers than occasional political or religious speakers.

If, as the Supreme Court has held, municipalities have the authority to regulate eleemosynary and volunteer activities-even bible classes-in public spaces, to preserve the safety and convenience of individuals using the public facility, then ***1069** surely they have the authority to regulate street performers, who are operating small businesses within a complex that the city maintains and nurtures. My colleagues in the majority eschew this obvious conclusion by means of two arguments, neither particularly persuasive.

First, my colleagues take the view that the permit requirement is invalid because it serves no legitimate purpose, but they are mistaken, as Judge Smith persuasively demonstrates in his separate opinion. Smith at 1086. I note, to begin with, that when the Supreme Court *has* upheld permit requirements, it has not demanded a particularly rigorous, or any, justification for them, relying instead on the obvious and common-sense reasons to require a permit. In *Cox v. New Hampshire,* the court merely referred to "[t]he obvious advantage of requiring application for a permit" with no suggestion that this advantage had to be proven up to any degree of certainty. 312 US. at 576, 61 S.Ct. 762. In *Poulos* and *Thomas,* the Court made no reference whatsoever to the efficacy of the permit requirement. In all three cases, the Court's focus was on whether the permit was

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administered in a content-neutral, objective and non-discriminatory fashion and, having satisfied itself that it was, the Court did not consider efficacy to be an independent constitutional requirement. *See also Heffron,* 452 U.S. at 650-53, 101 S.Ct. 2559 (not questioning efficacy of requirement that religious group operate from a fixed location at state fair).

It's thus not clear that, when considering a licensing scheme for holding a public event such as a bible study, performance or parade in a place where there are competing or inconsistent uses, the licensing authority has to make a very convincing showing-or any showing at all-that the license serves the desired purpose. We can assume, as has the Supreme Court on more than one occasion, that the city wouldn't devote the time and resources to administering such a scheme unless it served to reconcile the various competing uses.

But if a purpose there need be, it is pretty obvious what it is here: To deter unruly behavior on the part of street performers by denying them the cover of anonymity, and to give Seattle Center authorities a means of holding them accountable when they do misbehave. To start with the obvious, requiring a street performer to obtain a permit gives Seattle Center authorities an address where they can write to him if issues arise; there is such a letter, dated October 3, 2003, in the record. Without such an address, how do the authorities proceed when they want to give the performer notice of an alleged violation? How do they notify him of their decision?

Requiring a street performer to have a license and display a badge, which can be suspended or revoked, also facilitates the imposition of discipline. If the performer is found guilty of a violation, the badge can be taken away for the duration of any suspension, or permanently, and security officers can then enforce the performance ban by stopping performances by anyone who does not display a badge. This eliminates the need to check records or settle disputes about whether or not a suspension is in effect.

Requiring a badge also makes it more likely that individuals aggrieved by the performer's misconduct will be willing and able to report it. The badge informs the public that the performer can be reported to Seattle Center if he misbehaves. Members of the public are far likelier to lodge a complaint against someone with an official badge than someone who appears to be an independent private party. The badge in this situation serves the same purpose as ***1070** badges and name-tags worn by law enforcement officers, supermarket clerks and hotel staff-it is a way of making misconduct less likely by significantly increasing the risk that it will be reported.

The requirement that the performer provide a name and display a badge also avoids confusion and misunderstandings. My colleagues in the majority may think it's perfectly OK to identify performers by such colloquial descriptions as "the hula-hooping magician" or "the puppet guy," maj. at 1044 n.14, but that's no way to run a monorail. What if the puppet guy is hit with a suspension and claims that the culprit was really the marionette guy, or that the hula-hooping magician was really the balloon-animal magician? The complainants in such cases may be tourists from another state, long gone from the scene before the dispute can be resolved. A badge with a name and picture avoids such misunderstandings and makes it far less likely that street performers will misbehave-which, of course, is the ultimate objective.

The Center could, as the majority suggests in places, call the police when street performers seriously misbehave, but it is hardly conducive to maintaining a pleasant atmosphere in the park to have the man in the clown suit hauled off in handcuffs. And how many people want to spend their vacation getting into a head-to-head confrontation with someone obnoxious, or tracking down security personnel and filling out police reports? Most people who are victims of inappropriate or rude behavior register their protest with their feet: They walk away from the place of the unpleasantness and don't come back. And they tell their friends and

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neighbors in Pittsburgh and Wilkes-Barre that this is not where they should spend their vacation dollars.

And, of course, much inappropriate behavior, like that plaintiff is accused of, *see* p. 1064 *supra,* falls far short of a criminal offense. I doubt that the Center can have someone arrested for calling a visitor a "M***** F*****"-as plaintiff is charged with doing. The majority's suggestion that police can demand identification and an address from misbehaving street performers, maj. at 1044-45, suffers from the same problem: Police can demand identification only when they have "reasonable suspicion to believe the suspect was involved in criminal activity," not when they believe that someone's been obnoxious and disruptive. *Hiibel v. Sixth Judicial Dist. Ct. of Nev.,* 542 U.S. 177, 184, 124 S.Ct. 2451, 159 L.Ed.2d 292 (2004). Police who tried to force Mr. Berger to identify himself when he throws one of his hissy fits would soon find themselves as defendants in a civil rights lawsuit.

And yet, Seattle Center "play[s] an important role in defining the identity that [the] city projects to its own residents and to the outside world." *Summum,* 129 S.Ct. at 1134. Misbehavior by performers who are a constant presence at the Center is a disaster in the making for an enterprise whose mission it is "to delight and inspire the human spirit in each person and bring us together as a rich and varied community." http:// www. seattlecenter. com/ information/ default. asp. It may be true that public parks need not reflect "a 'Truman Show' version of pristine placidity," maj. at 1059, but the First Amendment surely doesn't require that our parks resemble *The Aristocrats* either.

Operating a huge enterprise like Seattle Center, one that caters to the needs and wants of tens of thousands of visitors on an average day, is an enormously difficult and complex task. Maintaining the goodwill of the public and support of the community over the decades is at the heart of that success. When the people responsible for that enterprise tell us that a content-neutral,***1071** nondiscriminatory permitting requirement has been effective in solving a serious problem that has been eroding that goodwill, it takes considerable hubris for judges to say they know better.

The second theory under which the majority finds fault with the permit requirement is the supposed impermissibility of "single-speaker registration requirements." Maj. at 1037-40. This is a curious theory, because none of the cases on which my colleagues rely makes any reference to the number of speakers involved, and certainly none mentions the size of the group as being dispositive. All of the cases on which the majority relies were solicitation cases; one can assume that the group of speakers involved would have been small by the nature of the activity. But the theories under which the Court struck down the permit requirements in those cases were varied and had nothing to do with the size of the group.

In *Cantwell v. Connecticut,* 310 U.S. 296, 60 S.Ct. 900, 84 L.Ed. 1213 (1940), for example, the Court struck down a state statute which forbade the solicitation of money for religious causes unless the solicitors obtained a certificate from a government official, who was required to determine that the cause in question was, indeed, religious. The Court struck down the requirement because the statute authorized a government official "to withhold his approval if he determines that the cause is not a religious one. Such a censorship of religion as the means of determining its right to survive is a denial of liberty protected by the First Amendment...." 310 U.S. at 305, 60 S.Ct. 900. The size of the soliciting group was not even mentioned; indeed, the Court made it clear that "general regulation, in the public interest, of solicitation, which does not involve any religious test and does not unreasonably obstruct or delay the collection of funds, is not open to any constitutional objection, even though the collection be for a religious purpose." *Id. Cantwell* undermines rather than supports the majority's theory.

This is true of each of the other cases the majority draws upon for its theory, including *Watchtower*

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Bible & Tract Society of N.Y., Inc. v. Village of Stratton, 536 U.S. 150, 122 S.Ct. 2080, 153 L.Ed.2d 205 (2002), on which the majority places the heaviest reliance. *Watchtower* was a case involving door-to-door canvassing by a religious group. In striking down a requirement that the canvassers first obtain a permit from the town authorities, the Court pointed to a number of factors, none of which had anything to do with the number of canvassers, among them "the historical importance of door-to-door canvassing and pamphleteering as vehicles for the dissemination of ideas," *id.* at 162, 122 S.Ct. 2080; that the canvassers were not engaged in the solicitation of funds, *id.* at 165, 122 S.Ct. 2080; the legitimate interest of some canvassers in anonymity, *id.* at 166, 122 S.Ct. 2080; that the advance permit requirement inhibits some spontaneous speech, *id.* at 167, 122 S.Ct. 2080; and that residents could ward off all canvassers by posting legally enforceable "no solicitation" signs, which petitioners promised to respect, *id.* at 168, 122 S.Ct. 2080. None of these factors is even remotely applicable to our case: Balloon animals and magic tricks don't feature the dissemination of ideas, street performers do solicit funds, sometimes quite aggressively, and there is no legally enforceable way for patrons to keep Berger from trying to lure their children to come watch him or prevent him from insulting them when they resist. Finally, despite the majority's repeated assertions otherwise, maj. at 1038 n. 5, 1043-44, street performers have little interest in anonymity. Hula-hooping magicians and puppeteers are hardly advocates for "unpopular causes," ***1072***Watchtower Bible,* 536 U.S. at 167, 122 S.Ct. 2080; they are entertainers, and gaining public recognition will only help their businesses. *Watchtower* and our case have about as much in common as bananas and boomerangs.

The most one can say about the cases that form the backbone of the majority's analysis is that the Court has been reluctant to approve restrictions on the rights of individuals and small groups to engage in discourse with other individuals and small groups-the kind of interactions that always arise in solicitation, canvassing or hand-billing cases. This is not really surprising, because individual-to-individual and small group-to-small group interactions generally do not pose the sort of problems that time, place and manner rules are designed to deal with. Moreover, they are very much like the interactions almost everyone has during the course of his daily life-striking up conversations with others on the street, in his neighborhood or in public places. It may thus be fair to infer a presumption against laws prohibiting such small-group interactions.

But it is a wholly different matter to derive some sort of rule that prohibits-or strongly discourages-regulation of speech by a single individual, regardless of the size of his expected audience or the disruption he may cause. Nothing in the Supreme Court's caselaw supports any such proposition, and there is much to refute it. Take the following examples, which strike me as so obvious that no case citation is necessary:

- A municipality prohibits people from falsely yelling fire in a crowded theater. Is there a constitutional exception for a single individual? I don't think so. Why? Because the effect of the single speaker on the crowd of people thrown into panic can be disastrous.

- A famous civil rights leader plans to hold a speech at the Lincoln Memorial; the speech is eagerly anticipated and half a million or more people are expected to attend. According to the majority's flawed theory, the city of Washington could not require the speaker to register in advance, or give the city notice that a large audience is expected. Indeed, any number of independent single speakers would be entitled to show up unannounced and give their speeches at the very same time and place. There's nothing in the Supreme Court's caselaw that remotely supports that proposition.

- Yo-Yo Ma is probably the greatest cellist of our time, and a free concert for the benefit of the people of Los Angeles would surely be greeted

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with enthusiasm. But if Mr. Ma wanted to set up his cello in the third lane of the West-bound Santa Monica Freeway adjacent to the Robertson exit, I have no doubt that the California Highway Patrol could engage in prior restraint by preventing him. That Yo-Yo Ma is a single artist of remarkable talent would have no effect whatsoever on that result.

• Mr. Nez, who lives in Pasadena, wants to hold a parade celebrating the Festival of Noses. And he wants to follow the route that is followed every year by another parade with a very similar name-starting north on Orange Grove Avenue near California, then turning east on Colorado for about 5 miles. Unfortunately for Mr. Nez, no one else shares his enthusiasm, so he decides to hold a one-man parade, carrying a giant paper mache replica of Jimmy Durante's head. Having read the majority's opinion, he believes that he needs no parade permit since he is, after all, a single performer. So, about 9 a.m. on January 2, he dons a ***1073** top hat and tails, holds high the effigy of The Schnozz and starts walking north on Orange Grove straddling the double yellow line. My guess is that the Pasadena police would pick him up and give him a jaywalking ticket (or worse) long before he got to Colorado. His First Amendment defense would get about as far as his parade.

I could go on, but these "silly" examples, maj. at 1058, are enough to put to rest the fatuous notion that single speakers are entitled to favorable treatment under the First Amendment. Rather, the decision always hinges on the interaction between the speaker and the activities affected by him or his speech. If you go to the desert, you can shout "fire" as loudly and as often as you wish. You can bring a thousand friends with you and all of you can shout "fire" day and night, in unison, in sequence or to the rhythm of Bolero. You can sing about cesium and recite poems about arson; you can arrange a parade celebrating fire, or noses or whatever you wish. So long as there's no one to be bothered, there's little the government can or should be able to do to stop you. But if you are in the city, if you are at a mall, if you are at a stadium where thousands of people are crowding onto moving escalators, then we can reasonably expect you to be much more circumspect about what you say and where you say it, because the effect on others may be disastrous.

Context is everything in First Amendment analysis and the majority's single-speaker rule fails because it doesn't take context into account. Even if, as the majority suggests in places, its single-speaker rule would only apply to speakers who attract audiences of less than 75 or less than 100, maj. at 1046, 1058, any such rigid numerical rule will fail because it makes no account for the performance's effect on others. The performances by Mr. Ma and Mr. Nez, for instance, would be seriously disruptive whether they gathered a large audience or no audience at all. In deciding whether Seattle Center can require advance registration of street performers, it matters not at all whether they involve a single performer, like plaintiff, two jugglers or twelve lords-a-leaping. What matters is that street performers are out for donations, and donations increase with the size of the crowd the performers attract. Thus, attracting crowds is not merely an unforeseen by-product of street performing, it is its sine qua non: A street performer who never gathers an audience would give up the pursuit very quickly.

Crowds, of course, are worrisome when dealing with large groups of people moving through a restricted area like Seattle Center and thus are a legitimate thing for the authorities to be concerned about. They can also legitimately be concerned about how performers interact with the crowds they attract, and the effect they have on the public goodwill which is, after all, the lifeblood of the Center's mission. The regulations the Center put into place to address this problem are sensible and measured. There is no evidence whatsoever that the rules have been applied in an oppressive or discriminatory manner, that they have been enforced against teen-

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agers strumming their guitars at family picnics, or against people whistling while they walk, or against political canvassers.

All of these are figments of the judicial imagination-a fertile imagination, to be sure, but woefully out of touch with the realities of running a complex enterprise which brings joy to millions of people a year. By focusing on the largely imaginary First Amendment injuries which might be suffered by largely imaginary people, my colleagues impair the First Amendment rights of the millions of actual people who come to Seattle Center to see, to hear, to learn, to enjoy, without being ***1074** subjected to the stress of dealing with overly-aggressive street performers who shout obscenities and send young children off crying. There are times when the best thing judges can do is to butt out; this is surely one of them.

GOULD, Circuit Judge, with whom Chief Judge KOZINSKI and Judge TALLMAN join, dissenting:
I dissent from the majority's invalidation of the permit and badge requirements, for the reasons stated by my colleague Chief Judge Kozinski in his dissent. The permit scheme is a reasonable response to the City of Seattle's need for order to maintain the efficacy and desirability of Seattle Center for its citizenry and visitors. I write separately to explain my disagreement with the majority's conclusions relating to the Seattle Center Rules regarding required performance locations, the allowing of only passive solicitation, and the preclusion of speech activities including performances within thirty feet of captive audiences engaging in other events at Seattle Center. These Rules are reasonable time, place, and manner restrictions on speech because they are content-neutral restrictions that are narrowly tailored and leave open ample alternative means of communication. I conclude that separate attention to each of these restraints is warranted.

In Section I, I first comment on the substantial value of street performance, while acknowledging the City's superordinate need to regulate it in the interest of order. In Section II, I explain why the performance location rule is a reasonable time, place, and manner restriction that should be upheld and why Berger's evidence stating otherwise is insufficient to preclude summary judgment in favor of the City. In Section III, I explain why the passive solicitation rule is also a reasonable restraint on the manner of solicitation and should be upheld. In Section IV, I explain why Seattle's rule protecting captive audiences should also be upheld in light of the special multi-purpose nature of Seattle Center.

By invalidating the City of Seattle's reasonable time, place, and manner restraints on solicitation and performances to captive audiences, and by generating a fictitious fact issue on performance location, the majority utterly fails to give due weight to the valid interests of the City of Seattle in protecting a smoothly running Seattle Center. These include the City's interests in "traffic control" when competing street performers want to use the same place for their expression, and the regulation of street performers who communicate at Seattle Center in circumstances that may interfere with the Center's other activities. *See* Thomas I. Emerson, *Toward a General Theory of the First Amendment,* 72 YALE L.J. 877, 946-47 (1963) (stating that by regulating "traffic control" a government can "maintain orderly expression and thereby promote freedom of expression"). The majority's holding impairs the value of Seattle Center to Seattle's residents, to visitors from worldwide locations, and to the organizations that make Seattle Center their home. Its holding is not needed to protect the free and full exchange of ideas that helps to keep our society vital. Therefore, I respectfully dissent, and elaborate my views.

I

The value of the speech from street performers impacted by the City's permit scheme is significant, but Rules F.1 and F.2 are nonetheless constitutional because of the need of the City to maintain order at this gem of a civic attraction. The City's interests are well articulated by Chief Judge Kozinski, but I

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will expand on the speech value of the street performances: Speech in the form of music, drama, ***1075** or performance has played a vital role in our society and deserves First Amendment protection. Some of our culture's most valued written works originated as spoken performances. For example, what we know now as Homer's *Iliad* and *Odyssey* likely were originally preserved through verbal performances. *See* Mark W. Edward, *Homer and the Oral Tradition,* 18/1 ORAL TRADITION 65 (2003) ("By now the facts about the nature of the oral features ... in Homer are well known and (on the whole) not controversial."); *see generally* Bruce Louden, THE ILIAD: STRUCTURE, MYTH and MEANING (Johns Hopkins University Press 1996). Music likewise has helped to develop our Western civilization. *See, e.g.,* Paul Henry Lang, MUSIC IN WESTERN CIVILIZATION XIX (W.W. Norton & Co.1997) ("Every civilization is a synthesis of man's conquest of life. Art is the ultimate symbol of this conquest, the utmost unity man can achieve."). Even if our society today does not always hold street performers in the highest of esteem, these performers continue the tradition of transmitting culture, as done by the traveling minstrels, talebearers, and acting troupes that have helped to develop what we consider our Western culture. It would be easy to underestimate the value provided by these performers, or the accompanying need for First Amendment protection, if we only looked at a single performer and especially if we had little affinity for that person's performance. However, that such performances are possible in the aggregate bestows value on a society.

The City's permit system and related regulatory restraints may require some individuals wishing to express themselves through spontaneous performance to wait until they have gained a permit and channeled their performance into a permitted location. It is true that the Supreme Court, while reviewing a restraint on private solicitation, has criticized a permit requirement in part because "a significant amount of spontaneous speech" was "effectively banned" by that requirement. *Watchtower Bible & Tract Soc'y of N.Y., Inc. v. Vill. of Stratton,* 536 U.S. 150, 167, 122 S.Ct. 2080, 153 L.Ed.2d 205 (2002). It might also be conceded that delaying speech takes some toll on the speaker. *See* Vincent Blasi, *Toward a Theory of Prior Restraint: The Central Linkage,* 66 MINN. L. REV. 11, 82 (1981) ("[E]ven short delays take from speakers the power to determine precisely when to disseminate their communications. When government possesses the power to delay communications that it cannot suppress, speakers cannot be said truly to control, in the sense required for autonomy, their own communicative endeavors."). Nonetheless, the Supreme Court has upheld permit requirements that seek to regulate traffic control and maintain order. *See Thomas v. Chi. Park Dist.,* 534 U.S. 316, 122 S.Ct. 775, 151 L.Ed.2d 783 (2002) (upholding permit requirement for large events in public parks); *Cox v. New Hampshire,* 312 U.S. 569, 61 S.Ct. 762, 85 L.Ed. 1049 (1941) (upholding permit requirement for parades on public streets). Every permit requirement deters some spontaneous speech. That the Supreme Court has routinely allowed permit schemes outside of the solicitation and small-group interaction contexts shows that a harm to spontaneous speech is not enough to render a permit requirement unconstitutional. Wandering musicians, poets, actors, or other street performers who come to Seattle and wish to perform a protest song or reading or drama can be required to delay their speech until they comply with the reasonable rules that the City of Seattle has established for public performance in its important Seattle Center venue.

The value to society of informal speech presented through performance of music, poetry, and drama is great. It can keep ***1076** us alert and open to societal criticisms of practices that require change. At the same time, for the reasons well stated by Chief Judge Kozinski, the need for and value of a permitting system regulating such speakers is superordinate in this context because of the unique nature of Seattle Center. Indeed, the speakers themselves benefit from the maintenance of an orderly system

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that deters interference with their performances and disputes over desirable performing locations. It would be nice to think that all of the important interests of the City of Seattle can be accommodated by reasonable time, place, and manner restrictions, but it is a reckless gamble to so conclude and I cannot say that the City should not rationally be able to protect itself, and its citizens and visitors, through the permit process. Unless and until the Supreme Court stands opposed to such permitting for such a unique venue, I conclude that a permit process should be within the City's arsenal of tools for managing order at Seattle Center.

II

I next address the performance location rule, Seattle Center Rule F.5, which I view as a reasonable time, place, and manner restraint on which the majority's analysis goes astray. As the Supreme Court declared in *Ward v. Rock Against Racism,* the government may impose reasonable time, place, and manner restrictions on speech. These restrictions must be "justified without reference to the content of the regulated speech." They must be "narrowly tailored to serve a significant governmental interest." And they must "leave open ample alternative channels for communication." *Ward,* 491 U.S. 781, 791, 109 S.Ct. 2746, 105 L.Ed.2d 661 (1989). For the performance location rule, the key issues arising under this formulation of doctrine are whether the restraint permits sufficient alternate means of communication, and whether it is narrowly tailored to meet its ends without gratuitously impeding speech.

Rule F.5 is constitutional. If it were to decide otherwise, the majority would impose an improvident burden on cities seeking to regulate speech locations in the future. It would go far to read "place" out of the general accommodation for reasonable time, place, and manner restrictions. What we should be asking ourselves here are fundamental questions about how Rule F.5 affects speech. It is, in my view, a paradigm restraint on location. It funnels performance speech into sixteen locations near the most popular Seattle Center attractions, where the performers will be readily visible but should not impair Seattle Center's ability to welcome guests, both resident and tourist, who want to sample its attractions. The performance location rule does not in any way say what performers can or cannot say or do, it merely ensures they will present their speech in locations that do not unduly impede the commerce of the City. Thus alternative means of communication are ample and secured. At the same time, I conclude the restraint is sufficiently and narrowly tailored. It does not gratuitously impede any speech, it just channels it to a convenient place to accommodate both the speaker's interest and the interests of Seattle Center patrons. What is wrong with this? Nothing, under any balanced First Amendment analysis.

The City has established that without the performance location rule there would be a likelihood of conflict and chaos that will interfere with Seattle Center's important functions. The undisputed evidence in the record shows that before the location restrictions were imposed street performers often set up in close proximity to one another, leading to territorial disputes and altercations. Street performers also ***1077** set up in locations that could not accommodate the gathering audience or that blocked pedestrian access. The City received weekly complaints about pedestrian access problems. This evidence satisfies our First Amendment requirement "that municipalities provide tangible evidence that speech-restrictive regulations are necessary to advance the proffered interest in public safety." *Menotti v. City of Seattle,* 409 F.3d 1113, 1131 (9th Cir.2005) (quotation omitted). The performance location rule would help eliminate confrontations between street performers over location and would ensure that pedestrian walkways remain clear.[FN1] *Cf. Cox v. Louisiana,* 379 U.S. 536, 554-55, 85 S.Ct. 453, 13 L.Ed.2d 471 (1965) (stating that "[g]overnmental authorities have the duty and responsibility to keep their streets open and available for movement" and that "[a] restriction in that relation, designed to promote the public convenience in

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the interest of all, and not susceptible to abuses of discriminatory application, cannot be disregarded by the attempted exercise of some civil right which, in other circumstances, would be entitled to protection"). Accordingly, the Rule meets the Supreme Court's narrow tailoring requirement that a "regulation promotes a substantial government interest that would be achieved less effectively absent the regulation." *Ward,* 491 U.S. at 799, 109 S.Ct. 2746 (quoting *United States v. Albertini,* 472 U.S. 675, 689, 105 S.Ct. 2897, 86 L.Ed.2d 536 (1985)). [FN2]

FN1. Thus the performance location rule serves both of the traffic control interests identified by Professor Emerson. Emerson identifies two cases in which the government has a legitimate interest in traffic control. One situation occurs "where two or more groups desire to hold a parade, demonstration or meeting in the same place," and the other "becomes necessary in situations where a group wishes to engage in some form of communication at a place which will interfere with the normal flow of traffic or the activities of other persons engaged in other affairs." *See* Emerson, 72 YALE L.J. at 947.

FN2. In its attempt to avoid summary judgment favoring the City on this Rule, the majority adopts a counterintuitive conception of what realistically is meant by the term "street performer." As the majority sees it, this term would include Gene Kelly Singing in the Rain or any person who whistled while they worked or whistled while they walked. I agree with Chief Judge Kozinski that there is no realistic danger the City will interpret its definition so broadly and that the City's limiting construction cures any perceived danger. The record generated in the process of adopting the Rules shows what the City was aiming at, which certainly wasn't an impromptu version of Singing in the Rain or the casual whistler. The language used by the City in Rule F.5 does not reasonably contemplate such a broad definition, and so the majority's argument about an overbroad and thus constitutionally invalid definition of "street performer" should not be credited.

Contrary to the majority's view that there are unresolved fact issues on this matter, the City has shown that the performance location rule provides ample alternative channels for communication. All that is needed to satisfy the "ample alternatives" test is "that the government refrain from denying a reasonable opportunity for communication." *Menotti,* 409 F.3d at 1141 (quotation omitted). The City has met its burden. The record includes a map of the performance locations, which shows that the locations are adjacent to major pedestrian thoroughfares and are situated near all of the most popular Seattle Center attractions, including the Space Needle, KeyArena, Pacific Science Center, and the Experience Music Project. In response, Berger makes two unsupported statements that some locations are far from walkways or are occasionally blocked by equipment. Berger does not identify the specific locations to which he objects, and he does not directly dispute the authenticity of the City's map. "A summary judgment motion cannot be defeated by ***1078** relying solely on conclusory allegations unsupported by factual data," *Taylor v. List,* 880 F.2d 1040, 1045 (9th Cir.1989), but that is precisely all that Berger provides. The majority nonetheless recites that Berger's conclusory evidence is sufficient to defeat summary judgment and even creates a reasonable inference of unconstitutionality. Its conclusion is inconsistent with our summary judgment standard as it has been explained by the United States Supreme Court and elaborated in our precedent. *See Lujan v. Nat'l Wildlife Fed'n,* 497 U.S. 871, 880, 110 S.Ct. 3177, 111 L.Ed.2d 695 (1990) (stating that although Fed.R.Civ.P. 56(e) allows a party to defeat summary judgment through affidavits that establish a genuine factual issue, "[t]he object of this provision is not to replace con-

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clusory allegations of the complaint or answer with conclusory allegations of an affidavit.").

Rule F.5 allows for ample alternative channels of communication even if we accept Berger's factual allegations as true. I agree with the portion of Judge N.R. Smith's analysis that explains why under our precedent and that of the Supreme Court, Berger's conclusory allegations do not create any material fact dispute that would preclude summary judgment in favor of the City. The City presented uncontested evidence that even at peak times fewer than half of the designated performance locations are in use. Therefore, even if some of the locations are undesirable, Berger has provided no evidence that the location restrictions preclude the entire medium of street performance or deny street performers a "reasonable opportunity for communication." *Menotti,* 409 F.3d at 1141 (quotation omitted); *see also Colacurcio v. City of Kent,* 163 F.3d 545, 555 (9th Cir.1998) ("The Supreme Court generally will not strike down a governmental action for failure to leave open ample alternative channels of communication unless the government enactment will foreclose an entire medium of public expression across the landscape of a particular community or setting."). I conclude that the City is entitled to a summary judgment upholding the performance location rule. The majority's remand for factual determination on alternative channels of communications is unnecessary and incorrect.

III

I next address the passive solicitation rule. Rule F.3.a provides that no street performer "shall actively solicit donations, for example by live or recorded word of mouth, gesture, mechanical devices, or second parties." The Rule does permit passive solicitation by allowing performers to provide a receptacle for donations and display "a written sign that informs the public that such donations are sought." By misconstruing the passive solicitation rule as being "content-based," the majority again misapplies the general rule permitting reasonable, time, place, and manner restrictions, this time reading "manner" out of the permitted restraints.

The ban on active solicitation is neutral in content. Applying the Supreme Court's "principal inquiry in determining content neutrality," I conclude that the City did not adopt its passive solicitation rule "because of disagreement with the message [soliciting speech] conveys." *Ward,* 491 U.S. at 791, 109 S.Ct. 2746. The Rule does not depend on the content of the solicitation, there are no favored organizations or persons-no street performer advancing any cause can solicit funds from Seattle Center patrons in an active way, none can demand money verbally. Street performers cannot implore people to give them money, but they can post a passive sign alerting their listeners that they would appreciate a contribution, and providing a proper receptacle. In sum, there is no evidence that the City disagrees with the views of Seattle Center street performers, ***1079** nor is the City stifling messages of solicitation completely. If this is not a reasonable manner restriction, then probably nothing is.

The majority argues that the passive solicitation rule is based on content because it restricts a particular set of messages, namely requests for donations. But under this analysis any regulation of solicitation would be a content-based restraint because such a rule would have to differentiate words that solicit from ordinary speech. The majority's analysis places it in tension, if not explicit conflict, with United States Supreme Court authority, which has held that solicitation restrictions may be content-neutral restraints. *See United States v. Kokinda,* 497 U.S. 720, 736, 110 S.Ct. 3115, 111 L.Ed.2d 571 (1990) (plurality opinion) (upholding ban on in-person solicitations and calling "the inherent nature of solicitation itself, a content-neutral ground"); *Heffron v. Int'l Soc'y for Krishna Consciousness, Inc.,* 452 U.S. 640, 648-49, 101 S.Ct. 2559, 69 L.Ed.2d 298 (1981) (stating that restriction on solicitation locations in public fairgrounds is content-neutral because it "applies evenhandedly to all who wish to ... solicit funds"). Under the majority's ana-

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lysis, however, the *Kokinda* and *Heffron* restrictions would be content-based restraints because they would, as the majority states, restrict individuals "from communicating a particular set of messages-requests for donations." The majority's analysis eliminating any possibility of a reasonable restraint on manner of solicitation is difficult to reconcile with Supreme Court precedent that has upheld such restrictions.

Our decision in *ACORN v. City of Phoenix,* 798 F.2d 1260 (9th Cir.1986), also supports a holding that the passive solicitation rule is content-neutral. In *ACORN* we said that an ordinance prohibiting solicitation of vehicle occupants is content-neutral because it "does not single out any group or the content of any speech. The ordinance applies even-handedly to every organization or individual, regardless of viewpoint, which would desire to solicit contributions, business, or employment from the occupants of vehicles traveling on Phoenix streets." *Id.* at 1267 (citing *Heffron,* 452 U.S. at 648-49, 101 S.Ct. 2559). The majority distinguishes *ACORN* because it sees no indication that the ordinance in *ACORN* forbade asking drivers or passengers to contribute by mail, as opposed to contributing on the spot. However, the majority cites no language in *ACORN* indicating that the ordinance at issue prohibited only the immediate physical exchange of money. The text of the ordinance states only that a person may not "solicit, or attempt to solicit, employment, business or contributions from the occupants of any vehicle." *Id.* at 1262.

The majority's reasoning for deciding that the City's passive solicitation rule is content-specific would have required a different result in *ACORN* because the ordinance in that case restricts people from "communicating a particular set of messages-requests for donations," while allowing the same individuals to approach stopped drivers and communicate other ideas. The majority does not claim to overrule *ACORN,* and thus in my view *ACORN* compels us to hold the City's passive solicitation rule content-neutral because it also applies even-handedly to anyone who solicits by certain meth- ods.

Rule F.3.a is constitutional because it is content-neutral, is narrowly tailored, and allows for ample alternative channels of communication. To hold otherwise, as does the majority, is in substance to say there cannot be a reasonable regulation of manner of solicitation, and in my view that position cannot be correct.

***1080 IV**

Finally, I address Rule G.4, the captive audience rule. I conclude that a close case is presented on this rule but that it should nonetheless be upheld because of the special nature of Seattle Center. The Supreme Court has stated that the government may "shield the public from some kinds of speech on the ground that they are more offensive than others" when a "degree of captivity makes it impractical for the unwilling viewer or auditor to avoid exposure." *Erznoznik v. City of Jacksonville,* 422 U.S. 205, 209, 95 S.Ct. 2268, 45 L.Ed.2d 125 (1975). We have overturned rules restricting speech near captive audiences when we have determined that the audience in question was not captive at all. *See Kuba v. 1-A Agric. Ass'n,* 387 F.3d 850, 861 n. 10 (9th Cir.2004).[FN3] But until now we have never held that a captive audience could never exist in a public park. The majority's blanket rule will preclude courts from addressing an audience's possible captive state on a fact-specific basis. Moreover, the majority's approach is singularly inappropriate when we consider the unique nature of Seattle Center, containing many outstanding venues for entertainment, theater, ballet, sports, and dining.

> FN3. In *Kuba* we did not, as the majority suggests, hold that all patrons of a place of public entertainment could not be a captive audience unless they were particularly vulnerable. Instead, we emphasized that the highly mobile individuals in *Kuba* were not "constricted" to a particular location

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> while they walked towards a concert venue. *Kuba,* 387 F.3d at 861 n. 10. Visitors to Seattle Center must keep their place in line in order to gain entry to limited-access buildings or events.

Seattle Center is an unusual public complex that contains many captive audiences who are observing or awaiting the major events that are presented at McCaw Hall, KeyArena, or the Bagley-Wright Theater, waiting in line for rides at the Fun Forest Amusement Park, or simply attending other Center attractions, including the popular Center House restaurant venues. Seattle Center also hosts special events such as Bite of Seattle, which in theory may be impacted if the majority treatment of the Rules at issue here is sustained. The very viability of Seattle Center, the ability of Seattle residents and tourists to take advantage of the unique opportunities showcased there, in my view is placed in danger if the City is not permitted fairly and effectively to regulate the conduct of all those who may interfere with Seattle Center events. The fair regulation of street performer speech does not entirely cancel the speech out, but rather subjects it to a regime that can coexist with Seattle Center's other activities in a way that does not unduly damage its commerce and value to the City.

The majority is correct that Seattle Center is a public forum, and this categorization affects our choice of precedents to apply. But there are important differences between Seattle Center and the typical open-air public park. Seattle Center is a unique urban center defined not solely by trees and open fields but also by museums, theaters, concert halls, amusement rides, and other special attractions for the City and its visitors. Visitors pay considerable sums to see these attractions, and they must often wait in line before attending. Unlike in a traditional public park, these patrons, should they be confronted by unwelcome or harassing performances, cannot just walk away to the next available shade tree. Rather, to avoid the nuisance these patrons must give up their place in line, potentially forfeiting their ability to enjoy the Seattle Center event they paid to attend. The City has a significant governmental interest in ensuring that these patrons have an enjoyable experience, so ***1081** that Seattle Center and the City as a whole may continue to be a desirable and commercially profitable destination. See *Thomas,* 534 U.S. at 323, 122 S.Ct. 775 ("Regulations of the use of a public forum that ensure the safety and convenience of the people are not 'inconsistent with civil liberties but ... [are] one of the means of safeguarding the good order upon which [civil liberties] ultimately depend." (quoting *Cox v. New Hampshire,* 312 U.S. at 574, 61 S.Ct. 762)).

The captive audience rule applies to "speech activities" rather than to only street performers. The majority imagines that the City will enforce the captive audience rule against those who make "the mildest remark." But, as Chief Judge Kozinski aptly explains in his dissent, there is no indication that the City has or ever will enforce this Rule in such a draconian manner. *See Washington State Grange v. Washington State Republican Party,* 552 U.S. 442, 128 S.Ct. 1184, 1190, 170 L.Ed.2d 151 (2008) ("In determining whether a law is facially invalid, we must be careful not to go beyond the statute's facial requirements and speculate about 'hypothetical' or 'imaginary' cases."). The majority relies on *Board of Airport Commissioners of the City of Los Angeles v. Jews for Jesus, Inc.,* 482 U.S. 569, 574-75, 107 S.Ct. 2568, 96 L.Ed.2d 500 (1987), to say that overbroad regulations are unconstitutional. But there the Supreme Court invalidated the ordinance after concluding that there was no feasible limiting construction. *Id.* at 575-76, 107 S.Ct. 2568. However, the majority has engaged in no such analysis of the captive audience rule, and therefore its overbreadth analysis is incomplete. *See Broadrick v. Oklahoma,* 413 U.S. 601, 613, 93 S.Ct. 2908, 37 L.Ed.2d 830 (1973) ("Facial overbreadth has not been invoked when a limiting construction has been or could be placed on the challenged [rule].").[FN4]

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FN4. The majority claims that any bias in favor of commercial over noncommercial speech is by itself cause to invalidate a regulation. However, the majority's precedential support is limited to regulations on signs or billboards. *E.g., G.K. Ltd. Travel v. City of Lake Oswego,* 436 F.3d 1064, 1081 (9th Cir.2006) ("[A]n ordinance is invalid if it imposes greater restrictions on noncommercial than on commercial billboards or regulates noncommercial billboards based on their content." (quotation omitted)). The majority's analysis on this point proceeds from the fact that although the captive audience rule applies to "both political speech and commercial speech," it does not apply to "licensed concessionaires," such as food and drink vendors. Licensed concessionaires, however, are subject to a myriad of other restrictions not applicable to noncommercial speakers. Moreover, Seattle Center patrons waiting in line might welcome an opportunity to purchase food or drink.

It is unrealistic and unwise to expect patrons paying to visit an attraction to give up their right to access the attraction when confronted with unwelcome behavior. Before instituting the captive audience rule, the city received weekly complaints about street performers harassing individuals in a captive audience. The captive audience rule is a reasonable method of achieving the City's legitimate interest in the safety and convenience of Seattle Center patrons. It leaves open alternative channels of communication-in a designated location for street performers and anywhere away from a captive audience for everyone else. By contrast, the majority's incorrect analysis echoes its earlier errors by reading "place" and "manner" out of the general rule that allows reasonable time, place, and manner restrictions. I would hold that the captive audience rule is a reasonable restriction on speech.

V

Accordingly, I would reverse the district court's rejection of the permit and badge ***1082** requirements for the reasons aptly stated by Chief Judge Kozinski in his dissent, and also would reverse the district court's decisions declaring unconstitutional Rule F.5, Rule F.3.a, and Rule G.4, respectively governing performance locations, passive solicitation, and captive audiences. The latter three Rules are reasonable time, place, and manner restrictions that allow for ample alternative channels of communication. They are justified by the City's legitimate interest in protecting the safety and desirability of Seattle Center as a major tourist draw and a wholesome venue for Seattle's citizens, and if the Rules are followed they do not pose a significant threat to the exchange of speech and ideas. Although I recognize a significant value to speech in street performance, the majority's elimination of the City's permit scheme and the other regulatory rules adds only a negligible marginal speech value, and this at the cost of public order. The stakes for the City of Seattle in maintaining order at Seattle Center are high, because this is a prerequisite to the full enjoyment of Seattle Center by Seattle's residents and visitors who together make up the millions of annual users of Seattle Center. I respectfully dissent from the majority's invalidation of the permit requirement and Rules governing passive solicitation and presentation near captive audiences, and from the majority's remand on the Rule governing location of performance.

N.R. SMITH, Circuit Judge, concurring in part and dissenting in part, with whom Chief Judge KOZINSKI joins in Parts III and IV, with the exception of the first and last paragraphs of Part IV:

Because our precedent forces me to treat the Seattle Center as a traditional public forum, I agree that the City of Seattle's permitting requirements and ban on active solicitation for street performers at the Seattle Center are facially unconstitutional. I also agree with the majority's invalidation of the City's captive audience rule. However, the City's performance location rule is constitutionally valid. There-

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fore, I join Parts I, II, III, V, and VI of the majority opinion.

I write separately, because (1) the characterization of the Seattle Center as a public forum is essential to this decision; (2) although the permitting scheme is not narrowly tailored, it relates to and meaningfully promotes the City's legitimate interests; (3) the City has met its burden to show that the performance location rule is a constitutionally reasonable time, place, and manner restriction; and (4) while the City's active solicitation rule is not content-neutral, the majority's analysis seems to hold that any restriction on solicitation is necessarily content-based.

I

We are constrained to view the City's rules regulating speech in the Seattle Center through the lens of the Supreme Court's forum analysis. *See Greer v. Spock,* 424 U.S. 828, 836, 96 S.Ct. 1211, 47 L.Ed.2d 505 (1976) (adopting a forum analysis as a means of determining whether the government's interest in limiting use of its property outweighs the interest of others wishing to use the property for other purposes). Our conclusion as to the nature of the forum in which the regulations apply not only informs our analysis but largely shapes the outcome, "because the extent to which the Government may limit [speech] depends on whether the forum is public or nonpublic." *Cornelius v. NAACP Legal Def. & Educ. Fund,* 473 U.S. 788, 797, 105 S.Ct. 3439, 87 L.Ed.2d 567 (1985). Therefore, the disposition of this case hinges almost entirely on whether we characterize the Seattle Center as a traditional public forum.

The majority states, without much analysis, that the record supports characterizing***1083** the Seattle Center as a traditional public forum. I agree. However, given the significance of the majority's holding and the fact that the majority strikes down most of the City's challenged rules as facially unconstitutional, we should not fail to fully consider the nature of the forum at the Seattle Center.

There is no contention that the Seattle Center is a nonpublic forum.[FN1] The record plainly shows that the Center is publicly owned, free and open to the public, and available as a forum for public communication. Yet a determination of the precise type of public forum is still necessary to guide our analysis.

> FN1. A nonpublic forum is a place that does not, by tradition or designation, serve as a forum for public communication; thus, content-based restrictions in nonpublic fora need only be "reasonable and not an effort to suppress expression merely because public officials oppose the speaker's view." *Perry Educ. Ass'n v. Perry Local Educators' Ass'n,* 460 U.S. 37, 46, 103 S.Ct. 948, 74 L.Ed.2d 794 (1983).

If, as the City argued before the district court, the Seattle Center is a "limited public forum," our review is somewhat lenient. A limited public forum is considered "a type of nonpublic forum that the government has intentionally opened to certain groups or to certain topics." *Cogswell v. City of Seattle,* 347 F.3d 809, 814 (9th Cir.2003) (citations and internal quotation marks omitted). Under this analysis, the City's regulations would be upheld "as long as (1) the restriction does not discriminate according to the viewpoint of the speaker, and (2) the restriction is reasonable." *Id.* at 814 (citations omitted). Nothing in the record indicates that the City has limited the use of the Seattle Center to certain groups or dedicated it solely to the discussion of certain subjects. Further, the record suggests that the Seattle Center has historically been a public forum. Therefore, the Center is not a limited public forum.

If the Seattle Center is a traditional public forum, "the government may not prohibit all communicative activity" and, to enforce any content-based exclusion, the state "must show that its regulation is necessary to serve a compelling state interest and that it is narrowly drawn to achieve that end." *See*

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Perry Educ. Ass'n, 460 U.S. at 45, 103 S.Ct. 948 (citing *Carey v. Brown,* 447 U.S. 455, 461, 100 S.Ct. 2286, 65 L.Ed.2d 263 (1980)). Reasonable time, place, and manner restrictions can be imposed if they are "content-neutral, are narrowly tailored to serve a significant government interest, and leave open ample alternative channels of communication." *Id.* (citations omitted).[FN2] Quintessential public fora include "streets and parks which 'have immemorially been held in trust for the use of the public, and, time out of mind, have been used for purposes of assembly, communicating thoughts between citizens, and discussing public questions.' " *Id.* (quoting *Hague v. CIO,* 307 U.S. 496, 515, 59 S.Ct. 954, 83 L.Ed. 1423 (1939)).

> FN2. If the Seattle Center were a "designated public forum," our analysis would be the same, because the Center continues to be open to the public. Public property, that is not traditionally a public forum, may nonetheless be "opened for use by the public as a place for expressive activity." *Perry Educ. Ass'n,* 460 U.S. at 45, 103 S.Ct. 948. In such a "designated public forum," while the state is "not required to indefinitely retain the open character of the [forum], as long as it does, it is bound by the same standards as apply in a traditional public forum." *Id.* at 46, 103 S.Ct. 948. A designated public forum includes "a place or channel of communication for use by the public at large for assembly and speech, for use by certain speakers, or for the discussion of certain subjects." *Id.* (citing *Cornelius,* 473 U.S. at 802, 105 S.Ct. 3439).

To determine whether a venue is a traditional public forum, courts have considered a number of factors, including (1) the compatibility***1084** of the dedicated uses of the forum with expressive activity; (2) whether a speaker has a reasonable expectation that their speech will be protected in the forum; (3) the historic use of the forum; (4) the current use of the forum; (5) whether the public has had free access to the forum; (6) whether the forum is a public thoroughfare; (7) the value of the area as an expressive locale; (8) the government's interest in commercial revenues; (9) any purpose for which the land may have been dedicated and the consistency of that use with free speech. *See ACLU of Nevada v. City of Las Vegas (ACLU I)*, 333 F.3d 1092, 1100 & n. 7 (9th Cir.2003) (citations omitted) (collecting cases describing factors that courts have applied to determine the nature of the forum).

Our case law emphasizes three factors in determining the nature of the forum: "1) the actual use and purposes of the property, particularly status as a public thoroughfare and availability of free public access to the area ...; 2) the area's physical characteristics, including its location and the existence of clear boundaries delimiting the area ...; and 3) traditional or historic use of both the property in question and other similar properties...." *Id.* at 1100-01 (citations omitted).

A reasonable application of these factors to the facts in this record confirms the majority's characterization of the Seattle Center as a traditional public forum. The record shows that the Center is free and open to the public. It is a gathering place for cultural and political rallies. It hosts formal events, including concerts, plays, ballets, athletic events, and other cultural activities. It is a forum for countless informal gatherings every day as thousands of people frequent the Center to "congregate on the sidewalks and parks that are open to the public." With more than ten million visitors a year, the current use and purpose of the facility is unavoidably public. The Center's own literature characterize the Seattle Center as "one of the nation's most extraordinary urban parks and entertainment centers .... a social and cultural gathering place for people around the world .... [a] host to remarkable arts, cultural, educational and community programs and international festivals .... [and] a gathering place and public space open to everyone [and] reflective of the Northwest's diversity and alive with innova-

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tion...."

The Center's physical characteristics and location also support the conclusion that the Center is a traditional public forum. It is publicly owned and centrally located in the heart of Seattle. Of the eighty-seven acres, twenty-three are open spaces and plazas with numerous walkways and access points to the downtown area and surrounding neighborhoods.

Further, the traditional and historic uses of the land also supports its designation as a traditional public forum. When the land was dedicated to the City over one hundred years ago, it was dedicated for "the use of the public forever." Nearly fifty years ago, the Seattle Center was home to the 1962 World's Fair, and it has continued to welcome the public ever since.

I also note that, given the express purpose of the Seattle Center, the forum is also clearly compatible with expressive activity. Based on the Center's mission and history as a gathering place for cultural, social, political, and artistic expression, patrons of the Center could reasonably expect that their speech would be protected. The Center is also clearly a pedestrian thoroughfare for the ten million people who visit the center each year, and the Center has obvious value as an expressive locale. While the City no doubt has an interest in commercial revenues, the City's interests and the stated purposes of the ***1085** Center are not inconsistent with free speech.

I acknowledge that the Seattle Center is not the average public park. It is a dynamic and complex evolution of public space, ripe with modern innovation and offering the public a wealth of educational, social, cultural, and commercial opportunity. The City's challenge is to balance the competing uses and manage the Center in a way that fosters mutual enjoyment of these multiple uses. This is no small task. Yet, regardless of the novel attributes of Seattle's "most extraordinary urban park," the Seattle Center remains a traditional public forum and the City's regulation of speech "is subject to the highest scrutiny." *Int'l Soc'y for Krishna Consciousness, Inc. v. Lee (Lee),* 505 U.S. 672, 678, 112 S.Ct. 2701 (1992).

II

The City's permitting scheme is not a valid time, place, or manner regulation, because it "burden[s] substantially more speech than is necessary to further the government's legitimate interests." *Ward v. Rock Against Racism,* 491 U.S. 781, 799, 109 S.Ct. 2746, 105 L.Ed.2d 661 (1989). The City's goal is to promote the safety and convenience of the public by regulating the conduct and location of those who (1) regularly attract crowds when performing in the Seattle Center and (2) who are overly aggressive, abusive, or harassing when soliciting donations from those who pass by. The City's interest is both significant and legitimate. Yet, the broad brush of the permit requirement, on its face, sweeps within its prohibition not only the problematic aggressive behavior of regular street performers, but also any spontaneous or informal artistic expression by anyone. "Government may not regulate expression in such a manner that a substantial portion of the burden on speech does not serve to advance its goals." *Id.* at 799-800, 109 S.Ct. 2746 (citing *Frisby v. Schultz,* 487 U.S. 474, 485, 108 S.Ct. 2495, 101 L.Ed.2d 420 (1988)). For those wishing to comply with the law, the prior restraint of the permit requirement would inevitably result in delays, deterring and effectively banning a significant amount of protected expression. *See Grossman v. City of Portland,* 33 F.3d 1200, 1206 (9th Cir.1994) (the delay caused by complying with a permitting procedure prevents immediate response to immediate issues and can deter or even preclude immediate responses to late-breaking events) (citations omitted). Because the rule would burden all artistic expression and reach substantially more individuals than the few problem street performers, it is not narrowly tailored. *See Frisby,* 487 U.S. at 485, 108 S.Ct. 2495.

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Additionally, while a permitting scheme might be justified for large groups, there is nothing to suggest that the City's interest is sufficient to justify the prior restraint of a single-performer in this public forum. *See Grossman,* 33 F.3d at 1206 (permit requirement was unconstitutional where it could apply to "the actions of single protestors"); *Rosen v. Port of Portland,* 641 F.2d 1243, 1247-48 (9th Cir.1981) (same). Because (1) prior restraints are disfavored and (2) this prior restraint is targeted at individual speakers, the permit requirement must be found unconstitutional, if the state could achieve its purported goals in a less restrictive manner. Even if the permit requirement were more efficient in preventing the evils associated with the street performers, punishment of actual wrongdoers could achieve the City's interests without burdening all forms of artistic expression with the prior restraint. *See, e.g., Riley v. Nat'l Fed'n of the Blind of N.C., Inc.,* 487 U.S. 781, 795, 108 S.Ct. 2667, 101 L.Ed.2d 669 (1988) (enforcement of antifraud laws sufficient to protect citizens from possible fraud resulting from fundraising solicitations). As the majority illustrates, there are also alternative ***1086** means of coordinating multiple uses of the Seattle Center, such as reasonable time and place restrictions, without requiring permits for all artistic expression.

With regard to the permitting scheme, I disagree with the majority's characterization that the permitting requirements do not promote the government's interests "in any meaningful way." The majority states that "[t]here is ... no reason two street performers with permits would be less likely to engage in a territorial dispute than two street performers without permits." The majority also states that the permit requirement "bears no apparent connection to the City's stated interest in reducing hostile performer behavior .... [because] there is no reason why a performer with a permit is likely to be less hostile than one without a permit." This analysis fails to view the permit requirement in the context of the entire permitting scheme. Contrary to the majority's reasoning, the permitting system advances the City's interest, because performers (who violate the Seattle Center rules) risk temporarily losing their permit and, thus, their ability to perform. If a performer engages in a territorial dispute (ostensibly because he does not abide by the first come, first serve rules regarding the designated performance locations), he might also lose his permit. Likewise, a performer who engages in hostile behavior towards other performers or patrons likewise risks losing his permit. The potential to lose the right to perform is a substantial, common sense deterrence to the undesirable conduct the City seeks to regulate.

Further, I disagree with the majority that the permitting requirements do not aid in coordinating multiple uses of the Seattle Center. While the permit system does not limit the total number of permits, nor assign particular performers to specific locations at specific times, it does provide an orderly means for allocating and prioritizing the use of performance locations among competing uses. That is, permitted performers have priority to use the performance locations over non-permitted performers. Further, the permitting scheme allocates the use of particular spaces among permittees on a first come, first served basis. A permitted street performer is protected if he abides by the rules, and he stands to temporarily lose his permit (and right to perform) if he does not. While there may be other schemes that might better clarify or coordinate the use of the Seattle Center for street performances, the majority's conclusion that the permit rule does not promote or have any connection to the City's interest ignores the punitive and deterrent elements of the permitting scheme. Although I agree that the permitting scheme is not narrowly tailored nor is the City's interest significant enough to justify such a prior restraint on individual speakers, the scheme otherwise relates to and would meaningfully advance the City's interest.

III

I dissent with regard to the City's performance loca-

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tion rule. Drawing all reasonable inferences in favor of the City, *see Anderson,* 477 U.S. at 255, 106 S.Ct. 2505, I agree that the City has met its burden with unrebutted evidence that demonstrates a significant, legitimate interest, which "would be achieved less effectively absent the regulation." *See Ward,* 491 U.S. at 799, 109 S.Ct. 2746 (citation omitted). With regard to whether the rule allows for ample alternative channels for communication, I disagree with the majority, which concludes that Berger's declaration presents "conflicting evidence concerning whether the sixteen dedicated locations provide adequate access to the intended audience." Majority Op. at 1050.

In imposing time, place and manner restrictions, the government must only "refrain***1087** from denying a ' *reasonable* opportunity' for communication." *Menotti v. City of Seattle,* 409 F.3d 1113, 1141 (9th Cir.2005) (emphasis added) (citing *City of Renton v. Playtime Theatres, Inc.,* 475 U.S. 41, 54, 106 S.Ct. 925, 89 L.Ed.2d 29 (1986)). The Supreme Court has instructed that reasonable time, place, and manner restrictions need not preserve the most effective means of communication; rather, such restrictions must only guarantee that individuals retain the "ability to communicate effectively." *Id.* at 1138 n. 48 (citing *City Council of City of Los Angeles v. Taxpayers for Vincent,* 466 U.S. 789, 812, 104 S.Ct. 2118, 80 L.Ed.2d 772 (1984); *Hill v. Colorado,* 530 U.S. 703, 729, 120 S.Ct. 2480, 147 L.Ed.2d 597, (2000) (upholding a law that prohibited individuals from having a position that maximized accessibility to the target of their speech)).

In *Menotti,* we held that a city order prohibiting protest demonstrations in certain areas during a World Trade Organization ("WTO") meeting left open ample alternative channels of communication. *See id.* at 1138-43. The city order effectively prevented protestors from delivering their message directly to WTO delegates in the facilities where the WTO meetings were held. *Id.* at 1138. Instead, protestors were relegated to areas directly across the street from the meeting location, as well as throughout the rest of downtown Seattle. *Id.* In concluding that the city order provided ample alternative means of communication, we noted that "[t]he Supreme Court generally will not strike down a governmental action for failure to leave open ample alternative channels of communication unless the government enactment will foreclose an entire medium of public expression across the landscape of a particular community or setting." *Id.* at 1138 (citations omitted). "A time, place, and manner restriction does not violate the First Amendment 'simply because there is some imaginable alternative that might be less burdensome on speech.' " *Id.* (citing *United States v. Albertini,* 472 U.S. 675, 689, 105 S.Ct. 2897, 86 L.Ed.2d 536 (1985)). Further, we recognized that "the First Amendment does not guarantee the right to communicate one's views at all times and places or in any manner that may be desired." *Id.* (citations omitted). "The 'ample alternatives' cannot be taken to mean that each protestor has the right to convey his or her message in the manner preferred by that protestor." *Id.* at 1140. The order afforded protestors a reasonable opportunity to communicate, because "[t]he protestors could reasonably expect their protest to be visible and audible to delegates, even if not as proximate as the protestors might have liked." *Id.* at 1138.

Berger's declaration asserts only that "many[of the locations] are far off the walkways where it is very difficult to notice the performer." [FN3] Giving Berger's assertion the benefit of very generous inferences, we might conclude that some of the City's designated performance locations are less favorable to Berger, because he would not be as close to his audience as he would like. However, the First Amendment does not guarantee Berger the right to convey his message in the most effective manner, in the manner he prefers, or as close to his audience as he might like. *See id.* at 1138-40.

> FN3. The majority also cites Berger's assertion that construction equipment at the Seattle Center temporarily blocked access

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> to certain of the designated performance locations. This assertion is inapposite to the facial validity of the performance location rule. Further, even if construction impeded the use some performance locations for "weeks on end," such a temporary condition cannot be relevant to determining whether the rule provides reasonable opportunity to communicate.

Further, Berger's conclusory expression of opinion does not create any material ***1088** dispute of fact that would foreclose summary judgment in favor of the City. For instance, Burger's declaration does not dispute the location of the designated performance areas as portrayed by the City's evidence. Berger's declaration also does nothing to negate the other facts evident from the record. For instance, the record confirms that the location rule does not exclude performers from the Seattle Center, but limits access to sixteen locations within the forum. The record also shows that some ten million people visit the Space Needle, Key Arena, Pacific Science Center, and the Experience Music Project each year. The map showing the performance locations places the street performers in areas that are plainly accessible to the corridors of traffic and very near places where the public would naturally congregate as they visit the City's famous attractions. The record shows that the performance locations were selected as a result of a public process in which the street performers themselves provided significant input. These sixteen locations provide more than reasonable opportunity to communicate to the five to eight performers who typically perform on the Seattle Center grounds at peak times. Further, if the performance locations prove inadequate for a particular performance, a performer can request special approval for an alternate performance location.

Based on Berger's assertion that "many" of the locations are "far off the walkways," the majority concludes, that "there are conflicting inferences to be drawn regarding material facts pertinent to the dispositive consideration, adequacy of access to the intended audience." Majority Op. 1050. By inference, the majority suggests that the location rule must guarantee a level of access that meets the speaker's subjective expectation, something that our cases have not previously required. In answering whether Berger and other street performers have an objectively reasonable opportunity to communicate, the record shows that the performance locations are all (1) within the Seattle Center, (2) adjacent to pedestrian walkways, and (3) near the Center's most popular attractions. On this basis, the street performers can reasonably expect that their performances will be "visible and audible to [their intended audiences], even if not as proximate as [they] might have liked." *See Menotti,* 409 F.3d at 1138. Berger's assertion is, at most, an expression of his subjective view that the designated locations prevent the most effective form of communication. It does not create conflicting evidence as to whether the performance locations objectively provide "reasonable opportunity for communication." *Id.* at 1141. Therefore, I would hold that the record is sufficiently developed, and the City has met its burden to show that street performers have ample, reasonable alternatives for communication.

IV

I join in the majority's conclusion that the active solicitation ban is unconstitutional as presently written. Yet, I am concerned that the majority opinion could be read to hold that any restriction on solicitation is necessarily content-based and therefore subject to strict scrutiny.

I agree that solicitation falls within the protection of the First Amendment. *See Vill. of Schaumburg v. Citizens for a Better Env't,* 444 U.S. 620, 628-32, 100 S.Ct. 826, 63 L.Ed.2d 73 (1980).[FN4] Contrary to ***1089** the majority's assertion, however, First Amendment jurisprudence generally treats regulation of solicitation as content-neutral. The Supreme Court has characterized "the inherent nature of solicitation itself, a content-neutral ground." *United States v. Kokinda,* 497 U.S. 720, 736, 110 S.Ct.

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3115, 111 L.Ed.2d 571 (1990). Likewise, in *Heffron v. International Society for Krishna Consciousness, Inc.*, 452 U.S. 640, 648-49, 101 S.Ct. 2559, 69 L.Ed.2d 298 (1981), the Court found a regulation limiting solicitation in a public fairground to certain locations to be content-neutral, because it applied to all who sought to solicit funds.

> FN4. I note that *charitable* solicitation has been held to receive the full protections of the First Amendment. "[C]haritable solicitations 'involve a variety of speech interests ... that are within the protection of the First Amendment,' and therefore have not been dealt with as 'purely commercial speech.' " *Riley*, 487 U.S. at 788, 108 S.Ct. 2667 (quoting *Schaumburg*, 444 U.S. at 632, 100 S.Ct. 826). *Non-charitable* solicitation may not be entitled to the same measure of protection as charitable solicitation. *See id.* at 796, 108 S.Ct. 2667. If such solicitation is motivated purely by profit and follows a provision of goods or services, it may be more akin to commercial speech, and not fully protected expression. There has been no argument that the solicitation rule in this case regulates only commercial speech. And it is clear that the regulation applies to both charitable and non-charitable solicitation by street performers. Therefore, the majority correctly applies the test for fully protected expression. Nonetheless, it seems likely that the street performers targeted by the City's regulations perform with an expectation of receiving remuneration. Although the record is not clear, I suspect that most of the street performers are in the business of entertainment and provide entertainment services and accept "contributions" and "donations" as a source of personal income. For them, their craft is their ware and their solicitation is inevitably commercial in nature.

Our own case law confirms that solicitation regulations can be content-neutral. *See ACORN v. City of Phoenix*, 798 F.2d 1260 (9th Cir.1986). In *ACORN*, the solicitation ordinance in question prohibited solicitation of vehicles while they were stopped in traffic. *Id.* at 1267-68. The ordinance provided: "No person shall stand on a street or highway and solicit, or attempt to solicit, employment, business or contributions from the occupants of any vehicle." *Id.* at 1262 (quoting Phoenix City Ordinance § 36-101.01). The ordinance did not ban solicitation of contributions altogether, but only regulated the location and permissible targets for such activity. *Id.* at 1267. The ordinance also permitted other forms of communication (e.g. oral advocacy and distribution of literature). *Id.* We concluded that the ordinance was content-neutral, because it did "not single out any group or the content of any speech." *Id.* We further explained that the ordinance was not passed to suppress any particular viewpoint but "was adopted to promote the city's interest in 'public peace, health and safety.' " *Id.* at 1267-68.

The majority relies on our decision in *ACLU of Nevada v. City of Las Vegas* (*ACLU II*), 466 F.3d 784 (9th Cir.2006), for the proposition that a regulation banning conduct associated with solicitation is content-neutral, while a regulation regulating the speech associated with solicitation is not. In *ACLU II*, we considered whether an ordinance banning solicitation at certain Las Vegas locations was content-neutral. The ordinance prohibited any solicitation, defined as " 'to ask, beg, solicit or plead, whether orally, or in a written or printed manner, for the purpose of obtaining money, charity, business or patronage, or gifts or items of value for oneself or another person or organization.' " *ACLU II*, 466 F.3d at 788 (quoting Las Vegas Municipal Code § 10.44.010(A)). The ordinance was interpreted to prohibit the distribution of handbills or leaflets that solicit money or donations, regardless of whether they involved a request for immediate or future donations. *Id.*

The three-judge panel concluded that the ordinance was not content-neutral because, "in order to en-

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force the regulation, ***1090** an official 'must necessarily examine the content of the message that is conveyed.' " *Id.* at 794 (quoting *Forsyth County, Ga. v. Nationalist Movement,* 505 U.S. 123, 134, 112 S.Ct. 2395, 120 L.Ed.2d 101 (1992)). In other words, because law enforcement would have to read the content of the message conveyed to determine whether it fell within the ban, the ordinance was content-based. *See id.* at 794 & 796. The three-judge panel distinguished *ACORN* and prior Supreme Court cases, which had previously held solicitation regulations to be content-neutral, by characterizing those cases as involving regulations of the "act of solicitation" and not "words of solicitation." *Id.* In essence, the panel held that solicitation regulations can be content-neutral only if they regulate "an element of conduct interwoven with otherwise expressive solicitation." *Id.* at 795 (quoting *Lee,* 505 U.S. at 705, 112 S.Ct. 2701 (Kennedy, J., concurring)). But, if the regulation restricts only the speech associated with the solicitation, it is content-based and therefore violates the First Amendment unless it survives strict scrutiny. *See id.*

The distinction, made in *ACLU II* between an "act of solicitation" and "words of solicitation," would not make any difference under the majority's content-neutrality analysis. Based on *ACLU II,* the majority distinguishes the outcome in *ACORN,* reasoning that the regulation there prohibited only an act of solicitation: the immediate physical exchange of money.[FN5] Therefore, under the majority's reasoning, a ban on in-hand solicitation involving the physical exchange of money would be content-neutral. But applying the logic of *ACLU II* to the facts of *ACORN,* the distinction fails to reconcile the different outcomes.

> FN5. While the majority interprets the ordinance at issue in *ACORN* as prohibiting "only the immediate physical exchange of money," I disagree. I read the ordinance as clearly applying to any solicitation of or "attempt to solicit employment, business or contributions" regardless of whether money was physically exchanged. *See ACORN,* 798 F.2d at 1262.

As a practical matter, there can be no act of solicitation without words of solicitation. That is, all solicitation involves expressive speech or conduct. A solicitation is nothing more than a request in which the solicitor communicates, in some fashion, his desire that the person solicited do something, such as give money, join an organization, transact business, etc. [FN6] If there is no such expression, it cannot be said that any act of solicitation has occurred. Therefore, whether the regulation restricts conduct or speech, the applicability of the regulation depends on an evaluation of the content of the speech associated with the conduct.

> FN6. A common dictionary defines "solicit" as "to approach with a request or a plea (as in selling or begging) ... to endeavor to obtain by asking or pleading...." Webster's Third New International Dictionary 2169 (1993).

For example, to determine whether an exchange of money is the result of a solicitation or a voluntary gesture of gratitude between old friends, there must necessarily be an evaluation of both conduct (the in-hand exchange of money) and the expressive communication associated with it. What did the recipient of the money communicate that led to the exchange? If he asked for money, then the regulation applies. If he merely expressed gratitude for his old friend and the donor volunteered the money, the regulation does not apply. Under the majority's reasoning, no regulation that applies to an "act of solicitation" can ever be content-neutral, because conduct only becomes an act of solicitation when it is associated with words of solicitation. And to find words of solicitation, there must necessarily be some evaluation***1091** of the content of the communication associated with the conduct.

Under the majority's reasoning, the ordinance in *ACORN* should have been held to be content-based, because to determine its applicability, law enforce-

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ment was required to evaluate the content of communications to determine whether individuals standing alongside stopped vehicles were asking the occupants for money, as opposed to simply communicating their views on political issues. Therefore, either *ACORN* or *ACLU II* was wrongly decided. Given the broad treatment of general solicitation regulations as content-neutral, I suggest the latter. In my view, *ACLU II* took the term "content-based" to its literal extreme and employed a hyper-technical analysis that effectively precludes any reasonable time, place, or manner restrictions on solicitation. Consequently, I find the majority's reliance on *ACLU II* to be misplaced.

The mere fact that a regulation requires an evaluation of the content of a communication is not determinative as to whether the regulation, on its face, is an impermissible content-based regulation. *See Ctr. for Bio-Ethical Reform, Inc. v. Los Angeles County Sheriff Dept.*, 533 F.3d 780, 789 n. 5 (9th Cir.2008). Any regulation of solicitation necessarily requires an evaluation of the communication to determine whether it falls within the regulation. But such an evaluation is not necessarily dependent on the substantive content of the message. It turns, instead, on the general character or form of the communication or the type or class of speech involved.

In Hill v. Colorado, 530 U.S. 703, 722, 120 S.Ct. 2480, 147 L.Ed.2d 597 (2000), the Supreme Court upheld a Colorado statute banning any leafletting, displaying of signs, engaging in oral protest, education, or counseling within eight feet of any person within a radius of one-hundred feet of a health care facility.[FN7] The Court considered whether such a proscription was content-neutral, because enforcement of the statute required an examination of the oral statements made by a person suspected of violating the statute. *Id.* at 720, 120 S.Ct. 2480. In holding the statute to be content-neutral, the Court noted:

> FN7. In *Hill*, the challenged statute provided, "No person shall knowingly approach another person within eight feet of such person, unless such other person consents, for the purpose of passing a leaflet or handbill to, displaying a sign to, or engaging in oral protest, education, or counseling with such other person in the public way or sidewalk area within a radius of one hundred feet from any entrance door to a health care facility...." *Hill*, 530 U.S. at 708, 120 S.Ct. 2480 (citing Colo.Rev.Stat. § 18-9-122).

> It is common in the law to examine the content of a communication to determine the speaker's purpose. Whether a particular statement constitutes a threat, blackmail, an agreement to fix prices, a copyright violation, a public offering of securities, or an offer to sell goods often depends on the precise content of the statement. We have never held, or suggested, that it is improper to look at the content of an oral or written statement in order to determine whether a rule of law applies to a course of conduct.
>
> *Hill*, 530 U.S. at 721, 120 S.Ct. 2480. The Court reasoned that even if a "cursory examination" were required to determine whether the statute applied, such an examination would not be problematic. *See id.* at 721-22, 120 S.Ct. 2480.

First Amendment case law demonstrates that we afford varying degrees of protection to different *types* of speech. Political speech, for example, is at the core of First Amendment protection and any restrictions placed upon it must weather an exacting, strict scrutiny. *See, e.g.*, ***1092***McIntyre v. Ohio Elections Comm'n*, 514 U.S. 334, 347, 115 S.Ct. 1511, 131 L.Ed.2d 426 (1995) (citing *Roth v. United States*, 354 U.S. 476, 484, 77 S.Ct. 1304, 1 L.Ed.2d 1498 (1957)); *ACLU of Nevada v. Heller*, 378 F.3d 979, 988 (9th Cir.2004). In contrast, purely commercial speech has been afforded a more "limited measure of protection, commensurate with its subordinate position in the scale of First Amendment values." *Ohralik v. Ohio State Bar Ass'n*, 436 U.S. 447, 456, 98 S.Ct. 1912 (1978). Presumably, a regulation that applies only to commercial speech re-

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quires an evaluation of the content of the speech to determine the character or type of speech (whether it is commercial). Yet, this type of evaluation has not generally been held to be content-based and does not trigger strict scrutiny review. In the same way, an evaluation of a particular communication to determine whether it is a solicitation is not based on the substantive content of the message or the viewpoint of the speaker. It is, instead, a cursory evaluation to determine the general character or form of the speech itself. This evaluation of form does not make the regulation content-based.

Further, in the abstract, a simple solicitation of funds does not necessarily involve the exposition of any ideas. As the Supreme Court has stated, charitable solicitation falls within the greater protection of the First Amendment, because it "is characteristically intertwined with informative and perhaps persuasive speech seeking support for particular causes or for particular views on economic, political, or social issues." *Schaumburg,* 444 U.S. at 632, 100 S.Ct. 826. "[C]haritable appeals for funds ... involve a variety of speech interests-communication of information, the dissemination and propagation of views and ideas, and the advocacy of causes-that are within the protection of the First Amendment." *Id.* Consequently, the substantive content of a solicitation triggering constitutional protection is not the mere request for funds, but the viewpoints, ideas and persuasive speech that are intertwined and communicated with the solicitation. A regulation that asks only whether the communication is a solicitation of any kind does not require an evaluation of any substantive content. Therefore, the type of evaluation required by a typical solicitation regulation (i.e. whether the communication is a solicitation) is not the type of content-based evaluation that the First Amendment disfavors.

In my view, a solicitation regulation is content-neutral if (1) the underlying purpose of the regulation is not to suppress a particular viewpoint or any substantive idea; [FN8] (2) the regulation, on its face, does not single out particular substantive content for differential treatment; [FN9] and (3) the regulation does not single out a particular group.[FN10] In other words, if a solicitation rule applies even-handedly to anyone who solicits, it is content-neutral. *See Heffron,* 452 U.S. at 648-49, 101 S.Ct. 2559.

> FN8. *See Ward,* 491 U.S. at 791, 109 S.Ct. 2746 (stating that the government's purpose in adopting the regulation is the primary consideration).
>
> FN9. *See Foti v. City of Menlo Park,* 146 F.3d 629, 636 n. 7 (9th Cir.1998).
>
> FN10. *See ACORN,* 798 F.2d at 1267 (a restriction on solicitation that "does not single out any group or the content of any speech" is content-neutral).

However, I join the majority in invalidating the City's active solicitation ban, because this particular regulation does more than generally ban solicitation or regulate only the manner of solicitation. It singles out a particular group that is defined, in part, by the medium through which they express themselves and the substantive message they convey. It also requires more than a technical evaluation ***1093** of the general character of the communication. To enforce the ban, an official must first determine whether the communication was a solicitation (which would be a permissible content-neutral evaluation). The official must then determine whether the solicitation was active or passive (also a content-neutral evaluation). If the speech is an active solicitation, then the rule requires the official to (1) determine who made the solicitation and whether that person is a street performer, and (2) evaluate whether the active solicitation was made in connection with the street performer's artistic expression or performance (as opposed to soliciting funds for some other cause). As written, the rule targets only those involved in artistic expression. In my view, it improperly focuses on who is doing the soliciting and for what purpose they are soliciting, converting the rule into an impermissible content-

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based regulation.

C.A.9 (Wash.),2009.
Berger v. City of Seattle
569 F.3d 1029, 2009 Daily Journal D.A.R. 9302

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RECOMMENDING COMMITTEE MEETING OF
August 3, 2010

VERBATIM TRANSCRIPT – ITEM 3 – BILL NO. 2010-31

UPDATES THE REGULATIONS GOVERNING CERTAIN COMMERCIAL, ENTERTAINMENT AND SOLICITATION ACTIVITIES WITHIN THE PEDESTRIAN MALL. PROPOSED BY: BRADFORD R. JERBIC AND COUNCILMAN GARY REESE

APPEARANCE LIST:

RICKI Y. BARLOW, Councilman

BRAD JERBIC, City Attorney

STAVROS S. ANTHONY, Councilman

BEVERLY K. BRIDGES, City Clerk

BETSY COMELLA, City Attorney's Office

UNIDENTIFIED MALE

VAL STEED, Chief Deputy City Attorney

JIM NICHOLS, Deputy City Manager

JEFF VICTOR, President, Fremont Street Experience, LLC

GABRIELA PORTILLO-BRENNER, Deputy City Clerk

MAGGIE McLETCHIE, Staff Attorney, American Civil Liberties Union of Nevada

(9:04 - 11:52)

2 hours 46 minutes

Typed by: Gabriela Portillo-Brenner/Vicky Skilbred

Proofed by: Angela Crolli

COUNCILMAN BARLOW

Now we'll move to Abeyance Item, Bill No. 2010-31, which ups, updates the regulation (sic) governing certain commercial, entertainment and solicitation activities within a pedestrian mall. Proposed by Bradford R. Jerbic, City Attorney, and Councilman Gary Reese.

Brad, like to hear from you.

BRAD JERBIC

Thank you, members of the Committee, Councilman Barlow, Councilman Anthony, Brad Jerbic from the City – Attorney's Office. I've prepared a PowerPoint that will help walk you through several things this morning that will explain four things. The first part is dedicated to the history of the Fremont Street Experience, and I think it's necessary to understand how we got where we're at. The next portion is devoted to the history of the litigation. The next portion is devoted to the reason for regulations in the Pedestrian Mall. And the last portion is devoted to Bill No. 2010-31, being the ordinance that's before you that proposes to impose these regulations.

With that, let me start with the history of the Fremont Street Experience. The Fremont Street Experience was conceived in the early 1990's as a way to draw people to the ailing dent, ailing downtown gambling area. The, a number of proposals were heard before the Fremont Street Experience project was the project that was decided upon. There was a project called Las Venice (inaudible) that was a dug out on the street and (inaudible) and boats. There was (sic) other projects that involved building a replica of the structure, a (sic) enterprise that would have elevator ramps going down to the hotel/casinos. Ultimately, the Fremont Street Experience, designed by the (inaudible) Corporation was selected as the project.

The street was permanently closed and, to vehicular traffic in 1994, and the structure began that year, and the Fremont Street Experience opened a year later, in 1995. It's a cooperative venture, owned, operated by a group of downtown hotel companies, with ongoing involvement by the City of Las Vegas, and I'll get into that in a moment. If you have any questions, by the way, as I go through this, please feel free to stop me and ask.

The original Fremont Street Experience, as conceived, was the Fremont Street Experience Canopy, which then did not have lights under it; it had sky floats under it. These were floats that zipped up and down a line and up and down the street, and were based in the parking garage, where they were operated and maintained. It – always included the removal of the streets and sidewalks, to be replaced by a pedestrian mall. The construction of the parking garage and the Fremont Street Experience was also contemplated between Fourth and Las Vegas Boulevard.

I just wanna point out that before the project, the sidewalks had always been opened to speech, but that the former street itself had only been used for vehicular traffic. In order to make this deal happen, the original four-party agreement was drafted in October of 1993, included four entities: the City of Las Vegas, the City of Las Vegas Redevelopment Agency, the Fremont Street Experience Limited Liability Company and the Fremont Street Experience Parking Garage, Limited Liability Company. So, this is, when I refer to the four-party agreement, these are the four parties that are involved. And, let me just state, the Fremont Street Experience Limited Liability Company has the same members as the Fremont Street Experience Parking Garage Limited Liability Company. One is in charge of the garage; the other in charge of the Experience and the operation and management of the Experience.

COUNCILMAN ANTHONY

It's like that today?

BRAD JERBIC

That's correct.

COUNCILMAN ANTHONY

Okay.

BRAD JERBIC

That's still to this day, same management (inaudible). There may be some slight tweaking of the individual members of the LLC, so, as you're aware a number of the hotel/casinos sold, some members may have dropped in or dropped out. I think they added members as opposed to lost members, but, nevertheless, that's essentially the same group that's existed since 1993.

In September of 1995, the four-party agreement was amended and restated to reflect the final version of the Fremont Street Experience and the parking garage. So, things happened in those few years. One, the project evolved, from just a pedestrian mall with its (inaudible), the sky parade to the Pedestrian Mall with a light show, there was no longer a need to house the parade in the parking garage, so it became just a parking garage.

A number of things, though, came up during the course of the construction that needed to be addressed. One was, the parking garage sat on a site that was largely controlled by the City, but a number of parcels had to be condemned and acquired by the City. We estimated the amount of money that would be necessary, to acquire those parcels, about $6.4 million, knowing it could

well go over 6.4. The question became: What would happen if it did? So, the amended agreement also memorialized the fact that the Fremont Street Experience Parking Garage, LLC, would pick up the cost and any overage, overruns on the acquisition cost of the – land for the parking garage. So, memorialize the final project, the light show, memorialize who's responsible for the acquisition of the property overruns.

Again, Fremont Street is responsible now for the operation and maintenance of the Fremont Street Experience, including, but not limited to, the operation and maintenance of the Pedestrian Mall, and operation and maintenance of the canopy light show. When I say canopy and light show, until a few years ago, that canopy wasn't LED; it was light bulbs, and every light bulb needed changing from time to time, and the electricity cost was enormous. The Fremont Street Experience, LLC, was responsible for operation and maintenance of that canopy, and the canopy as it exists today, with the LED's, responsible for the electric bill, responsible for programming the computers that generate the show, responsible for maintenance of the mall, for the watering of the trees, for cleaning up every stick of gum that somebody spits out on the mall. All operation and maintenance, it's a hundred percent Fremont Street Experience, LLC.

The Fremont Street Experience Parking Garage is responsible for repaying taxpayers, the cost overruns and acquiring the property for the parking garage, that comes out of the net retail proceeds from the retail on the first floor of the parking garage, which today consists of Walgreens, Hennessey's and Mickey Finn's. That net retail proceeds comes to the City of Las Vegas until we get paid back all the overage cost. So, we have a direct financial interest in the success of the parking garage itself. The Fremont Street Experience, LLC, derives all of the profits from gross revenues of the Pedestrian Mall, to offset the cost of operations and maintenance, including the leasing of retail space in the mall, special events and any other

commercial use permitted by the development agreement. Which means that all the things I just discussed that Fremont Street pays for, electricity, light show, the maintenance of the canopy, the computer programming, and alike. They fund out of pocket that portion which isn't raised by retail profits from the mall. That is largely the sale of the kiosks, the rental of the kiosks of the mall. That is any left over money from – the net retail, after (inaudible). That is any other money they raise from special events, like closing the street for New Year's Eve, and things like that.

How was the Pedestrian Mall funded? This is also important to understand. There were four main sources of revenue that built the Fremont Street Experience. The first was a room-tax bond. The hotels on Fremont Street agreed to have imposed on them an additional two percent tax on rooms. And those hotels just a block or two off of Fremont, agreed to a one percent additional tax on rooms. That allowed accountants, and alike, to look at a revenue stream that that would produce, and they could estimate what kind of bond you could issue, based on that revenue stream. That generated a bond of approximately $20 million; it was in the 18, 22 million dollar range. But it – generated a bond worth, at that much, a twenty-year bond. Again, the payment of that bond falls on the taxpayers, unless the room tax is sufficient. So, success of the rooms, room revenue is critical paying back that bond issue. The tax increment bond is funded by the tax increment generated by the Redevelopment Agency. Which, back then, wasn't terribly much, so we maximized the bond to get every ounce of tax increment financing we could out of it. And was, again, an 18 to 20 million dollar bond. That bond is – pretty good today, because tax increment of the Redevelopment area has gone up instead of down. So, if you have any questions, I'd be glad to address them. But that's how the tax increment bond works.

There was a contribution from the Fremont Street Experience; that is, the member entities of the LLC contributed money to, one, when the change was made, to upgrade from floats to a light

show, there were additional costs involved. That was all absorbed by the Fremont Street Experience. In addition, they were in for another 10 to 15 million dollars of their own money to make the project work. And the final thing, and this becomes important because of just the bad publicity and – misconceptions that occurred as a result of it. There was a six million dollar grant from the Las Vegas Convention and Visitors Authority. This was a one-time grant. For the first six years of the project, LVCVA gave a million dollars a year. That's long expired. For the six years of the project, beginning in '95, $6 million a year, where it was given to the project, a million dollars a year.

Who owns the Pedestrian Mall? Before the Pedestrian Mall was constructed, as I said, it was sidewalk and street. Street is called right-of-way. Streets are things that are owned by the City for a particular purpose. In this case, right-of-way, vehicular traffic. We cannot sell streets; we cannot sell sidewalks. The method that cities get rid of those things is called vacation. So, when you see on the afternoon agenda of the City Council to vacate a street, or vacate a sidewalk, or a portion thereof, that's how we give things back. It says, we don't need them anymore. And by operation of the law, the underlying interest reverts back to the adjoining property owner.

So, Councilman Anthony, if you and I have a house across the street from each other, and there's a street down the middle of it, and it's decided that the street is no longer needed, and it's vacated, I will now own everything from the front of my property line to the center line of the street. And you will on your side as well. That's how it works when you vacate your interest in something. Again, we could not sell the street to the Fremont Street Experience, we could not give it to the Fremont Street Experience; we could only vacate it or try and convert it.

Here's the problem. Unlike most places in the City of Las Vegas, where you own the dirt under your house, and it would go to the center onto the road, if we vacated the street, the hotels

downtown are not built on parcels they own. For the most part, every hotel downtown is built on leased parcels, and some case (sic) multiple-lease parcels. And, I think at the time we did this project, there were 95 sub-parcels. I could be off on that number, but it was right in that area. And, as a result, if the street were vacated, the ownership interest would not go to the hotels from the centerline; it would go to the lease holders that had the property that they leased the property from, to the centerline. Which would mean you would have to assemble about, you know, 80, 90 people that have no interest in running hotel/casinos, but just leasing their property to try and make the Fremont Street Experience Pedestrian Mall happen. And that, practically, was absolutely impossible. So, vacating the street was not an option.

But what we ended up with was whether or not we could actually build a pedestrian mall on the former street. And we worried that if we used it for something other than vehicular traffic, it would be a de facto vacation, which would mean it would revert back anyway, 'cause you treated it like it wasn't a street anymore. And because you weren't using it as a street, it ended up in the hands of the leaseholders that leased the property of the casinos.

We went to the Nevada Legislature, and we had the law changed. NRS 268.812, Subsection 5, now allows the City of Las Vegas to convert right-of-way into pedestrian mall without losing the ownership or the control of the property (inaudible). So, the answer to the question: who owns the Pedestrian Mall, is, the City of Las Vegas owns the dirt under the Mall and the surface of the Mall, but the improvements to the top of the Mall, the canopy and everything, were built and paid for by the Fremont Street Experience.

Another myth that has existed over the years off and on, is that the Fremont Street Experience was funded using park money, or in some way is a park, or works like a park. Let me destroy this myth once and for all. The Las Vegas Convention and Visitors Authority is allowed to exist

under Nevada Law 244(A).599. If you look at that section of Nevada Law, you will see it doesn't say convention and visitors authorities. It says County fair and recreation boards. The Las Vegas Convention and Visitors Authority is a fancy name they picked for a County fair and recreation board. That's what they were organized under. And County fair and recreation boards have the authority to do certain things, and fund certain things. And there's a list in NRS 244(A) alludes things they can fund –

END RELATED DISCUSSION – RESUMED RELATED DISCUSSION

BRAD JERBIC

I'm sorry. For the record, we had a glitch in the recording. We're back on the record, and, so, I'm gonna just repeat the last few sentences of this slide. Next (inaudible) Fremont Street Experience funded using park money or is it a park? There was a misstatement made years ago that led to this myth, that the Fremont Street Experience is either a park or was funded with park money, and I would like to destroy that myth today once and for all.

First, it's important to understand that the six million dollar grant that came from the Las Vegas Convention and Visitors Authority was a one-time grant, but it's, so it's important to understand how they're able to make that grant, under what authority do they have to make a six million dollar grant to the Fremont Street Experience. The LVCVA –

COUNCILMAN ANTHONY

Brad –

BEVERLY BRIDGES

What?

BRAD JERBIC

– is created and organized under NRS 244(A).599, which doesn't say anything about convention and visitors authorities. What it does is it gives counties the authority to form county fair and recreation boards. So, the LVCVA is really a county fair and recreation board, and county fair and recreation boards have their own restrictions and their own limitations as to what they can do. There's a list in the Nevada Revised Statutes that says, if you have one of these boards, you can fund certain things. One of them is recreational facilities. One of them is fair grounds. One of them is parks, and there's a whole laundry list.

We were concerned whether or not the LVCVA, as the County Fair and Recreation Board, could fund a pedestrian mall under the Nevada Revised Statutes. To make it abundantly clear that it was perfectly permissible for them to fund it, we asked that the Nevada Revised Statutes be changed. So, NRS 268.816, Subsection 3, was amended in 1993 to make it clear that a pedestrian mall is a recreational facility, not a park, a recreational facility eligible for funding under NRS 244(A).599. No park money was ever used to construct the Fremont Street Experience, nor has Fremont Street Experience ever been a park.

After the four-party agreements were executed, that said who's gonna manage the Experience, how the Experience is gonna be built, what the Experience is gonna be, what the sources of funding are, who's gonna be responsible for the over, overruns and con, and property acquisition, was also important to enact a couple of ordinance, ordinances to deal with conduct and the Mall itself. In 1993, the City adopted the very first ordinance regarding the Pedestrian Mall, the first

Pedestrian Mall ordinance, which established the Fremont Street Experience Pedestrian Mall, set its initial boundaries, set what the perimeters of the Mall were, and charged the FSE, LLC, with managing and operating the Pedestrian Mall. It also prohibited a number of things in the Mall. It prohibited parades, bicycles, unicycles, skateboarding; things of that nature. It also prohibited solicitation. At the same time this ordinance was adopted, or I should say within three months of it, the City enacted – a new solicitation ordinance to reflect – new laws across the country with respect to having to regulate solicitation.

So, in January of 1995, the City adopts Ordinance No. 3862, creating new definitions of solicitation and coercion, and limiting the places a person can solicit, and prohibiting solicitation within the Pedestrian Mall.

Let me stop there for a moment. There's a definition in this section of the law as to what solicitation is. Then there's complete prohibition City-wide, not just within the Fremont Street Experience, that prohibits coercive or aggressive solicitation. That has never been disturbed, the coercive solicitation hasn't. The courts have had problems, as we'll discuss in a moment, with the definition of solicitation itself and whether or not it's content neutral and – countered all the qualities that the Ninth Circuit wanted to see. But coercive solicitation, generally speaking, across the country, cities that have banned coercive or aggressive solicitation have been upheld over and over again.

The other thing in this ordinance that has been upheld over and over again across the country are bans on places people can solicit. A number of cities have adopted an ordinance that prohibits solicitation within 20 feet of an automatic teller machine. Those have been upheld, because you're a captive audience at an automatic teller machine. The money's coming out, or the person asking for money is standing right there. Within 10 or 20 feet of the entrance to a business, the

City picked 10 feet, but there are cities that have gone even more than 10 feet, from the entrance to a business, cannot solicit. Upheld over and over again.

Anywhere within a public transportation facility or upon a public transportation device, like a bus or a commuter train. Again, captive audience. That's been upheld over and over again across the line. Anywhere in a public parking garage. We looked at those laws and those cities, adopted their history and put those laws on our books. And we added one more thing, and we thought we made a record that would sustain it. We added a complete ban on solicitation within the Pedestrian Mall.

Let's talk about the Fremont Street Experience, as it exists today, and we'll get to the litigation in a moment. Currently, the Pedestrian Mall is a major tourist attraction in the downtown area. It occupies the western most five blocks of Fremont Street. I can stop right here and add that, it has been added to since it was originally conceived. There were cul-de-sac bulbs on First Street and Third Street on both ends. The Fremont Street Experience has been expanded from Third Street. Now it goes all the way to Ogden, and First Street went all the way to the street immediately to the south. Those cul-de-sac bulbs, (inaudible) went past those.

The main attraction is the canopy itself. More than 12 million dollar, or 12 million LED lamps illuminate the overhead canopy. The primary focus, create an environment of entertainment, retail and outdoor dining opportunities. It's also home to the Neon Museum, which places historic signs, which is another addition to the Mall since it was built. The other thing that's happened since the Mall was built is you've seen a Starbucks outside the Golden Nugget, so there's outdoor dining there at that location, down the block that is the form, formerly known as the Neonopolis block, there are outdoor dining experiences there at Hennessey's, Mickey Finn's

and at the former Jillian's location. You also see kiosks up and down the street, which we're gonna talk about in a moment as well.

That's pretty much the Fremont Street Experience as it is today. The same four-party agreement is in place. It's been amended several times, same financial relationship.

The conclusion is this: Was it originally conceived as a privately operated and managed public attraction, although built on publicly-owned land? That's how it was conceived. The revenue derived from the commercial operation alone would be used to operate the light show and maintain the Pedestrian Mall, and no taxpayer money would ever be used to operate and maintain the Fremont Street Experience. Our money was the upfront money on the bond issues, which still haven't been paid. The downstream benefit was we'd never put another dime into maintaining Fremont Street or the Experience again.

Litigation, inevitable. ACLU versus City of Las Vegas, Case No. 9701419, began in 1997. The first lawsuit filed by the ACLU alleged that the solicitation and Pedestrian Mall ordinances were unconstitutional because they prevented solicitation, leafleting, unauthorized vending and the unauthorized erection of tables and structures in the Mall.

Let me stop for a moment. I'm using the word leafleting today. As it appeared in the original ordinance, it didn't say leafleting. It said the handing out of materials to passerbys (sic), or words to that effect. When I use the word leafleting, I'm referring to that language. So, I don't want somebody to correct me later in the record and saying that that was an inappropriate use of the term. I'm aware that I'm substituting the word leafleting for it. That's exactly what handing out papers to passerbys (sic) is. It's leafleting, not handbilling (sic).

The Federal District Court upheld the solicitation banning and tabling banning. That's the local Federal District Court here in Las Vegas. But it enjoined the enforcement of the leafleting and

vending restrictions. Each side appealed the decision that the Ninth Circuit dismiss these appeals. Let's stop there for a moment to say that in the original ordinance, the City carved out an exception for labor activities. We felt that while the constitution gave you x-amount of protection, the National Labor Relations Act gave unions even more protection. And we felt that in the original ordinance, we recognized that additional protection, that the National Labor Relations Act gave unions to handbill, picket, or things of that nature, and we made an exception for them. The local District Court did not like that exception, felt that it we couldn't legally do that, to add in, to – opt out of that. So, they ruled in favor of the ACLU in that issue, and on the tabling, and favored with the City on the other issue.

The Federal District Court granted a summary judgment for the City in 2001, but with regard to solicitation and tabling ordinances, granted a summary to the ACLU with regard to (inaudible) leafleting and vending ordinances. The ACLU challenged the constitutionality of the provisions of the Pedestrian Mall relating to prohibitions involving free speech. The Federal District Court of Nevada upholds most of the provision of the ordinance, pretty much like a summary judgment motions back and forth, but now we're into the merits of the case. A summary judgment is when a court says there are no issues of material fact. We don't need to have a hearing, and based on what is in the record right now, I'm able to make a decision as to who's right or who's wrong. Everybody tried to appeal that to the Ninth Circuit. They didn't want to hear the appeals from the summary judgment. They wanted the final ruling from the court. So, the court in 2001 upholds the, most of the provisions of the ordinance, but, most importantly, made a finding that the Fremont Street Experience was not a public forum. That finding was later gonna be overturned by the Ninth Circuit. I'll get into that in a moment. But when you make a finding that an area is not recreational public forum, all you need is a rational relationship between what you're trying

to accomplish and – what your goal is and what the problem is. It's a very lull standard. A very different standing than what I'm about to get into in a moment. Then we felt that under that standard, the City of Las Vegas met the test, for the most part, in the original ordinance. Didn't meet the test, when it came to tabling and this labor exemption that we had carved out. The ACLU then appealed that decision to the Ninth Circuit Court of Appeals.

The Ninth Circuit, in that appeal, determined that the Pedestrian Mall should be classified as a traditional public forum for the purposes of First Amendment Analysis. Evaluating the ordinances under the more demanding standard in a traditional forum, the Ninth Circuit upheld the injunction against leafleting and vending and remanded the case. So, the ACLU on the two issues that we appealed on, was upheld by the court. On the two issues they appealed us on, we were overruled by the court, and sent back to the District Court, who said, District Court, you got it wrong. It's a traditional public forum, you have to apply the more demanding task to see if these restrictions still pass constitutional muster.

The Ninth Circuit recognized that all the ordinance is, at that time anyway, including the vending restriction, were content neutral time, place and manner restrictions. Back again in District Court. The Court reanalyzes the solicitation and tabling ordinances, and then held the solicitation banned as a valid content neutral time, place and manner restriction, even under the more strict public forum analysis. Under that analysis, you have to have a substantial interest, as a government, in the regulations. You have to leave alternative channels for communication open when you use these time, place and manner restrictions. And they felt, at least the local District Court felt that we had. Additionally, the Court granted certain judgment for the ACLU in its claim on the table. Again, this labor stuff is still in there. They won on that and on the tabling portion.

Back again. Third time in the Ninth Circuit Court of Appeals, and this time the Ninth Circuit overturned everything that the City of Las Vegas had done and validated all the prohibitions in the Pedestrian Mall ordinance against solicitation, leafleting, tabling and vending in the Pedestrian Mall. With the ordinance pretty much gutted and out the window, the City adopted new legislation. The City felt, at the time, that we were complying, and we still feel that we complied with the Ninth Circuit decision. The City eliminated the ban on leafleting found in the Municipal Code at Section 11.68.100, Subsection 1, and removed the exception for labor related activities. The section I mentioned that we carved out for labor. We removed that from the Code. The City also adjusted the definition of solicitation. We felt to comply with the language of the Ninth Circuit Decision and the ACLU filed the challenge for the new Pedestrian Mall ordinance. Back again in Federal District Court locally. The Federal District Judge granted a summary judgment in March 2009. The result was the definition of solicitation was declared unconstitutional. Even though it had been adjusted, the new judge felt that there were still some problems. The prohibitions against Mall vending, advertising and entertainment were declared unconstitutional. The prohibition against erection of tables and other structures was declared unconstitutional. And the prohibition against solicitation was declared unconstitutional. So, both the definition of solicitation and the prohibition against soliciting in the Mall, both unconstitutional.

That's where we're at today. Since then, there have been some discussions as to what the judge's order means. There have been some agreements as to how the Fremont Street Experience security will enforce the law, or in the Pedestrian Mall, given the judge's decision in 2009, I can tell you, as counsel for the City, there's nothing in the judge's order that says the City can't adopt new ordinances. That's what we're here to discuss today.

Before we get to the new ordinance, discuss why our regulation is necessary in the Pedestrian Mall. No regulation means there'll be no viable commercial opportunity in the Mall for the commercial activity that's out there, specifically, the rental of kiosks and other stakes in the Pedestrian Mall. As I mentioned before, as originally conceived, the Pedestrian Mall was a commercial entertainment complex. The Fremont Street Experience, LLC, has the ability, and (inaudible) control of the Mall, operate the Mall and maintain the Mall. They have the opportunity to rent portions of the Mall and use portions of the Mall for the commercial benefit of the Fremont Street Experience, which has a collateral benefit to the City of Las Vegas. That commercial revenue derived from those kiosks and the sale from those kiosks on Fremont Street, and from any other retail sales, from the closing of Fremont Street on New Year's Eve, to the New Year's Eve party, and any other event that they charge money for, to the money they pay for bands to attract more people downtown that fill more rooms and help pay the room tax bonds. We benefit collaterally from the retail that exists on Fremont Street. And those commercial opportunities are severely disruptive as a result of new regulation, and I'll get into the case for that in a moment.

Unregulated speech also competes with the primary purpose of the Mall. This wasn't built to be a soapbox. This was built to be a place where people could come and enjoy the light show at night, which runs about every hour, after the sun sets. The stage shows, there are two stages on First Street and Third Street where they have live performances on a regular basis. For special events, there are car rallies down there. I went to an antique car show down there a couple of months ago. When NASCAR's here, they do events related to it. There are probably a plethora of special events, including New Year's Eve, that Mr. Victor, the President of the Fremont Street Experience is in charge of staging, and he'll talk about that in a moment. The retail kiosks and

outdoor cafés that I mentioned earlier, those are all disrupted and hampered without regulation of the Mall, and we'll see how in a moment.

Let me go to the first video. Now, before we play this, Betsy (inaudible), I'm sorry, Comella, is my legal assistant who is going to run the video here, and I'll show you (inaudible). I wanna state a couple of things before we go to these. These are snippets of larger videos, and anybody who wants to see the full videos can have access to them at any time. If the ACLU wants copies, I'd be glad to provide you copies of everything. These are the relevant portions I wanted you to see so you know what's going on in the Mall. One of the things I wanna qualify before playing these videos, many of these have got content that is of a religious nature. In other words, this is an anti-abortion protest. There'll be a – pro-Jesus protest, for want of a better term. I'm not playing these for the content of the video. It doesn't matter what these people in these videos are talking about. So, when we see the content, I don't want you to consider the content. I want you to consider several things I'm about to point out. The amount of space they take up. The type of mechanism they use to deliver their message; in other words, amplification systems. The type of structures they bring with them to the Mall. And the amount of pedestrian traffic that they interfere with in the Mall. And what happens to the flow of pedestrian traffic, to the use of the retail kiosks, and the traditional use of the Mall while these activities are underway.

Betsy, will you play the first video, please. This occurred earlier (inaudible) 2009, or last summer 2009. You'll see the distraction. This is a loud speaker in the middle of the structure. These are metal structures, metal pipes bolted together with foam board in-between. You can see they're 20, 30 feet long, all bolted together, and probably 8 to 10 feet deep. They were in front of all of the businesses, including Third Street and Fourth Street, on the north side of the street, and adjoining the kiosks. Again, using the loud speaker system. This is the gentleman on the loud

speaker. You can see the people around the signs are watching the people associated with putting up the signs. You don't see tourist traffic. You don't see people walking by. You can see them walking on the outskirts of it.

Let's go to the next video. (Inaudible) sorry. I gotta do this. Oh, you got it. This is the next video. These are the kiosks around the same display you just saw with the audio system. Play the video. You'll look at these kiosks, and you'll love this, there is not a pedestrian or a tourist around any of them. In fact you won't even see the vendors themselves around their own kiosks. While this activity is taking place in the Mall, the kiosks adjoining the activity were essentially vacant and almost abandoned, with the merchandise just sitting there. Mr. Victor, who was present for most of this, who saw the videos, will also authenticate them and verify what I've put on the record.

Next video. Mall entertainment. You know, I guess, entertainment is in the eyes of the beholder, and there will be some argument that some of this entertainment is protected by the First Amendment Speech or (inaudible) some such thing. We beg to differ, and I would like to provide you a couple of examples of the type of entertainment that has been occurring unfettered in the Fremont Street Experience Pedestrian Mall. This is Mr. Animation. Play the video, please. You can see Mr. Animation sets up in the Mall. He's in the intersection. This looks like, this is Third Street. A circle of people around him, many, many people, nobody's walking through the middle of the wall now because of the crowd that he's attracted. Mr. Animation is out there for purely commercial purposes. At the end of the video, you're gonna see him step off the stage. Individual to the right has got a handful of cash. Mr. Animation is gonna grab a large, black bag and he's gonna walk around with this black bag while people put money. Unfortunately, the video that we played for you today has been cut a little short. It continues on for another couple

minutes, and the full video will be entered into the record. You'll see they're also selling his DVD's.

Again, this is not activity that was authorized by the Fremont Street Experience, neither programmed by the Fremont Street Experience. It's kind of an ad hoc thing that happens downtown.

Next video. Well, that looked a lot, let me go back. Let me see if I can do this. I'll try again. This, again, is another group that came downtown. Just ad hoc, set up tables, amplification systems, microphones, set up a choir. And don't pay any attention to the content; pay attention to the conduct. The conduct, again, taking up an enormous portion of the Pedestrian Mall, around the kiosks, and the like, as seen, a few people watching from the outskirts. No tourists, no activity going on within the area that this group has taken for themselves for their expressive conduct. Again, look at the size of the tables and the fact that they have the amplicated (sic). And, again, outdoor café tables, completely abandoned, nobody standing there.

COUNCILMAN BARLOW

Brad.

BRAD JERBIC

Um, hum.

COUNCILMAN BARLOW

I just noticed something in this video. If you could just go back. Can you rewind that a little bit? Or you, it goes back to the beginning?

BETSY COMELLA

Replay?

COUNCILMAN BARLOW

Yeah, replay. If – you notice the gentleman in the left-hand corner, in just a moment, he's –, look like, yeah, about right there, looks like he's handing something out. Hold on. It's right after this. As a tourist was passing by. It's coming up. Here it comes. Right there. The gentleman in the yellow shirt.

BRAD JERBIC

Yeah.

COUNCILMAN BARLOW

Right there.

BRAD JERBIC

I don't know who he's associated with or what he's doing. But we'll talk about hand billing and leafleting in a moment. That is not the activity, oddly enough, I want you to – take away from this. I want you to remain with the size. There's an enormous amount of space that they occupy, and the inconsistency of this activity with the kind of activity this Mall was designed to promote, which is commercial, entertainment activity.

UNIDENTIFIED MALE

Commercial.

BRAD JERBIC

Is this the next one?

BETSY COMELLA

No.

BRAD JERBIC

There it is. Again, now we're going to see what happens at night. Another group. Play the video. I want you to notice, this looks like a portaphone (sic), it looks like a megaphone, he's got it hanging around his shoulder. This is at night. You can see the lights are out. The light show is about to begin, or shortly, has just ended. He's out with the megaphone, walking around the Mall. Again, here's another individual. I don't know what kind of expressive conduct he's entering into here, but he is apparently having some very lively conversation with the tourists at the side. You can see when the lights go dark and the show begins, the amplification system doesn't stop, neither does the activity. This is completely inconsistent with the whole purpose of having a light show and sound show that goes with the light show.

Next video. This is another group of individuals that were downtown for gay pride about a year ago. Go ahead and play this. What you're gonna see, this is 4th Street. Fourth Street is one of the two areas, as you're aware, that vehicular traffic crosses the Pedestrian Mall. Their expressive activity attracts a crowd that you'll see (inaudible) step forward, but as the camera goes down,

you're going to see that this expressive activity has essentially created a plug on the 4th Street and the Fremont Street Experience, to the point where people are standing in the street can't get into the Pedestrian Mall. In a moment, you're gonna see, as the video pans to the right, you're gonna see the gates that close the street for the parade are still open. The street is still open to vehicular traffic. And, as a result of the conduct that you're seeing out here, forget the content, you're looking for conduct, of individuals standing in the middle of a travel street. They, (inaudible). Once, again, at night, another individual. Literally, it appears, play it, Betsy, literally, it appears, standing on his (inaudible) on his soapbox in the middle of the 1st Street intersection, at night, again, an amplification system. What are the people doing? Nobody is going through this intersection or coming anywhere near this guy. Again, activity completely inconsistent with the Pedestrian Mall.

The next video. Oops, I'm sorry. That was me.

BETSY COMELLA

Sorry.

BRAD JERBIC

This is Mr., we call him Robot Man, but he is another freelance performer that shows up ad hoc on Fremont Street, sets up in various locations. We've got individuals complain to us that this is a public area open to this kind of expressive activity, and he even made the argument that this is First Amendment protected expressive activity. Let's see what Mr. Robot Man has to say about that. Tourists were taking this video account. We'll see some pictures in a moment. Again, amplification systems to the right. He's being videotaped. He's telling them you can't film me;

you can't film me. Get out of here. The, this is an individual that a lot of people might think is associated with the Fremont Street Experience. They might think he's a freelance performer, regardless of what they think. This is a guy who, supposedly, is there entertaining, jumps off his platform, tells them not to videotape and then scares them away. This again, completely inconsistent with the reasons this Pedestrian Mall was created and the kind of conduct for freelance performers that is not conducive to commercial entertainment activity within the Mall.

Next video. Back again at night on Fremont Street. (Inaudible). You'll notice, once again, individual with this particular group (inaudible) tourists, signs that you'll see when we pan back in this video and the next one, pretty much line this particular intersection, which is a thoroughfare for pedestrian traffic. You'll see people staying away from this entire area while they're there. Again, at night, with a megaphone, walking around. Again, pay no attention to the content; pay attention to the conduct.

One more. It's getting a little redundant now. I'll do one more for you on this one. Again, created for a light show, sound show, retail experiences, and here's somebody with an amplification system, not just speaking speech. We'll talk about that separately later. The amplification system and the conduct is what I want you to see.

Okay. That's the end of the videos. There is one more video that we were unable to have transformed into the PowerPoint. In, is a video that you'll see pictures of in a moment. When I get to the pictures, I'll describe the video for you. Again, it involves entertainers on Fremont Street.

Let's go to a couple of things that are in this ordinance. The new ordinance, which we are going to talk about in a minutes, has got a prohibition against three things outright anywhere in the Mall, amplification systems, prohibition against throwing things in the Mall, as throwing or

objects over into the Mall, and a complete prohibition against hula hoops, which I've been asked why hula hoops. This is why. These are just pictures. An individual showed up with an entrepreneurial spirit thinking that he would rent oversized hula hoops to individuals to use in the Pedestrian Mall. As you can see, this is a four foot, five foot (inaudible) hula hoop that you would probably have as kid that you might have used. These are rather large hula hoops. The size that shouldn't be seen, as I said, in the Pedestrian Mall. The next several slides all show how big these things are, how much space they take up. Again, we're not looking at expressive speech; we're looking at the conduct itself and the consequences on the primary use of the Mall. Here's a picture of another entertainer in the Mall. I don't know what his name is, but, as you can see, this fellow sets up orange traffic cones. Huge circle in the Pedestrian Mall. Blocks it out for himself. (Inaudible) performance. Has right next to him a bucket for money. So this is not, he's trying to – raise some funds here. And this is the collection that he has with him, and the bucket, as you can see, in the upper left-hand corner of his (inaudible). This is Mr. Robot Man again. I wanted to show this (inaudible) in the original video, but (inaudible), it's a bucket with the dollar sign on. He's doing this for cash. Once again, Mr. Robot Man at a different location. Once again, a slightly different location, his bucket and his amplification system.

This is the video that we couldn't, unfortunately, get (inaudible) up, but I will introduce it into the record before the Council meeting. You can find it on YouTube, if you go to thriller downtown-Las Vegas. It's, a couple of guys dressed up as members of the rock band Kiss. The Fremont Street Experience runs a number of like and sound (inaudible). One of them is a tribute to the rock band Queen. One of them is a tribute to the rock bank Kiss. So two entrepreneurial fellows decided they would dress up as members of the rock bank Kiss with pretty good makeup and costumes, come downtown and see if they could get their pictures taken with tourists for

$20. When tourists were asked, I don't know who paid and who didn't, this particular individual did not –

COUNCILMAN BARLOW

Brad?

BRAD JERBIC

Um, hum.

COUNCILMAN BARLOW

Couldn't we go online and pull that up from online?

BRAD JERBIC

You might be able to. It's a, it's about a five-minute video, if you wanna watch the entire thing. I can describe it for you, and I can later on play you a small portion at the Council meeting. I downloaded it last night myself and was able to convert it again. We have two of the three copies provided on Fremont Street that just didn't play. But if you really wanna see it –

VAL STEED

We're blocked today.

BEVERLY K. BRIDGES

YouTube is blocked.

BRAD JERBIC

YouTube is blocked. There's your answer. We have no access to anything. We have no access to anything (inaudible). So –, I can't even (inaudible)

COUNCILMAN BARLOW

(Inaudible)

COUNCILMAN ANTHONY

(Inaudible)

BRAD JERBIC

Yeah, you can get it on your iPhone, but you can't get it on the City's computer. What you're about to see is just a couple of snippets. These individuals dressed as members of the rock band Kiss, and I'm gonna speculate something here. This is not by accident. This is my speculation. With a – show devoted to Kiss, two people dressing up like Kiss, I would bet that there is a lot of confusion amongst tourists as to whether or not these individuals are entertainment provided consistent with the light show by Fremont Street Experience or entrepreneurs. We don't know, we didn't know the answer one way or the other. But I wanna show you what happens. They come down. The individual in the red shirt appears to be associated with them. This is one of the members. This is another member of the – two guys dressed up as Kiss, and he's arguing with a tourist in a white T-shirt. You can't see the handwriting. What you can see is that somehow, during this altercation, and we don't have good sound on it or anything, so he set this to Michael Jackson's Thriller, which is why the video has its name. But what we see is the member of the

rock band Kiss appears to have in his hand a handheld device, which appears to be a Taser. He's carrying it throughout portions of the video, and then, at some point in time, he puts it right into the chest of the tourist and he hits the button. You can see the light blue spark coming from his hand into the chest of the tourist. When the video concludes, you can hear somebody saying, get out of here, or words to that effect, and, oh, he owes $20. Mr. Victor will testify to this event in a moment, when he gets to a portion of the presentation. But, I think, there's a feeling that these individuals charging people money for photographs, and this individual didn't pay. Got into some kind of altercation and that resulted in him being Tasered.

Again, this is the kind of unregulated activity that's completely inconsistent with the Pedestrian Mall, with its function, its primary purpose and the commercial entertainment complex we tried to create.

The new ordinance. What, that brings us to the ordinance before you today at Recommending. Bill No. 2010-31, recognizes that the Pedestrian Mall is a traditional public forum, subject to reasonable time, place and manner restrictions. The government must demonstrate a significant interest in said regulation, and the restrictions must be narrowly tailored, leaving alternatives to speech available. We're aware of the standard. I have no doubt that as, the end of this you're gonna hear contrary reasons to what that standard is and isn't and whether or not we meet that standard with this particular ordinance. But, I'm here to make the case for why we do.

Right now, I wanna point out something I said earlier in the presentation. There are a number of things the City can do, right now, that wouldn't require any laws. They're not going to be enough to regulate the Mall. But they could be done right now, and I doubt there would be any successful litigation against the City. We can prohibit sol, coercive solicitation, that's blocking, threatening, (inaudible) or forcing someone (inaudible). We could do that right now City-wide,

including Fremont Street. We can prohibit solicitation within 20 feet of an ATM or 10 feet of the entrance of a commercial building. That's in the law right now. All of those building owners on Fremont Street, and alike, we can right now prohibit it within 10 feet.

Solicitation in convention centers; there's a local case, the Las Vegas Convention and Visitors Authority were able to keep people that were hand billers and leafleters (sic), and alike, off the space of the Convention and Visitors Authority during shows that were going out there. The ones like Comdex and CES and things like that. The court said, that's being used for another purpose. They can be regulated and put in another place during those events.

Convention protestors, the World Trade Organization in Seattle, Washington, many years ago, they cited the City of Seattle to separate the protestors from where the delegates were in the convention. The Ninth Circuit Court of Appeals said, sure, they have, it's content neutral, they can be in a separate place. And that was upheld. I'm not gonna introduce that case into the record.

So (inaudible) public fairgrounds. In Minneapolis, individuals showed up from the Society for Christian Consciousness; they were not allowed to go anywhere in the fairground and speak their First Amendment Speech, although it was a traditional public forum. They were restricted to a particular area. The content of their speech wasn't regulated at all. It was just a time, place and manner restriction the court found constitutional.

And beach vendors in Waikiki Beach. For a five-mile section of Waikiki Beach, there's a restriction to the type of express activity there can occur on or near beachfront.

So these are things, and there are other cases as well that talk about what could be prohibited right now as a matter of law as it exists in the Ninth Circuit (inaudible).

With that, let me show you what it means with respect to the Pedestrian Mall. I'm gonna show you a number of slides up here. We're gonna start with Main Street. This is Main to 1st, 1st to Casino, Casino to 3rd, 3rd to 4th, 4th to Las Vegas Boulevard. The 3rd Street spur, that we're gonna talk about in a moment, it's a location for the free expression zones. This is North 3rd Street,' north of the Pedestrian Mall, and this is North 1st Street of the Pedestrian Mall. These are all, this is the entire Mall, as currently defined in the Pedestrian Mall Ordinance. What you have in front of you is a piece of paper that looks like this that has it all put together. In front of you, is a colored version of the document I have in front of you. I've given a copy to the Clerk, and I'd like it marked as an exhibit and (inaudible) here.

This particular map represents, and Mr. Victor will testify to it, represents the Pedestrian Mall with the Kiosks and the building entrances, although I think it lacks, in some portions, the outdoor cafes. So let's just talk about the map itself, as it exists. We believe, and we'll make the case for it at the Council meeting as well, that when we enacted the ordinance that banned solicitation within 10 feet of a building entrance, although we could have gone bigger, as some cities have, within 20 feet of an ATM, we didn't look at the ban near kiosks, 'cause we didn't have kiosks. At the time they weren't really an issue. If we were to look at such a prohibition, you would have to ask yourself: is a kiosk more like an ATM or more like a building entrance? Well, we submit that the record be substantial that it's more like an ATM. And why? When you walk into a building, you're walking into a business – entrance. You probably have money, you're probably gonna go shopping, and that's why the law says, you could prohibit solicitors from being within 10 feet of you when you walk through a building entrance, because they know you're likely to be a person that can give them something, and you're more a captive audience at that choke point.

At an ATM it's 20 feet, 'cause you're (sic) no longer, potentially, have money in your pocket; you got it coming out of a machine. Your card is right there; you're a very captive audience. So the distance is bigger at ATM's. The same exists at a kiosk. You're not going into a business; that is a business. The cash drawer is right there. Your cash or credit card are (sic) coming right out. You are the same kind of captive audience you are at an ATM. So, I think there's a compelling case, in fact, an overwhelming case that the distance separation we set for kiosks, to keep solicitors away, be 20 feet, not 10 feet.

But let's look at the math. At the kiosks, you have an inner circle, that's a 10-foot circle, you've got a 20-foot circle. With a case made for a 20-foot diameter around the kiosks, you can see, looking at your handout map, that the circles overlap, substantially, throughout the Pedestrian Mall. An argument could be made, right now, that with no change in the law, just with those distance separations, you could prohibit solicitation activity at anytime, anywhere within those circles. What that leaves you is the space in-between, where you see no circles for pedestrian traffic and other activity. We look at this as a possible alternative to a new ordinance. We call it the Swiss cheese map, for obvious reasons. If you were to enact an ordin, or just leave the ordinance alone, not enact anything. Just use the existing law, coercive solicitation, solicitation within 20 feet of a kiosk, 20 feet of an ATM, 10 feet of a building entrance. I wanna say existing law, we would add kiosk, so make the case for the 20 feet. If you were to do that, you would end up with something that looks like this, which would be absolutely unenforceable.

Why would it be unenforceable? One, nobody knows where 19 feet ends and 21 feet begins. You would have to, literally, on the pavement, around every kiosk, every time you move them, draw a circle so everybody knew where you could be and where you couldn't. And the kiosks are from time to time rearranged.

The other thing that you would have is a temporal problem. Individuals who complain about activity within these areas would have to pretty much catch them and prove it, because let's face it, by the time the cop gets there, proving it, and the exact place that they were, it's gonna be almost impossible. So enforcement of this kind of model is – almost impossible, and, as a result, in considering it, we felt it didn't work.

We also looked at the spaces in-between, and Mr. Victor will testify to this as well, and said, could you have free expressions zones in-between those circles? And the answer was no, because of the amount of pedestrian traffic. Those are areas, I mean, that Mall, as you've seen at night, is packed. And when there's (sic) special events it's even more packed. And, as a result, it was felt, the need to keep the pedestrian flow moving, and to keep access to the retail going, it didn't work in this portion of the Mall.

Let me talk about what the court decision, rendered by Judge Ezra of the last go around meant. Judge Ezra said a number of things. Ultimately –, all the regulations that the City had in place on the Mall were thrown out. But before they were thrown out, Judge Ezra acknowledged a number of things the Ninth Circuit had found, and that he had found. And I'm putting them all together on one nice slide. Court decisions concerning the Fremont Street Experience have recognized that the ACLU and any person challenging the ordinance has to challenge: 1) that restrictions upon the act of solicitation, content neutral, that the City and the Fremont Street Experience have a significant interest in ensuring safe, efficient and orderly movement of pedestrians in the Pedestrian Mall. That's a given. We don't have to argue that. Of course, we know that. The City and the Fremont Street Experience have a significant interest in protecting the local merchant economy from an unfair competition. What kind of unfair competition? What happens when you put up a free table with T-shirts, very much like the T-shirts that are being sold by a person at a

kiosk who's paying $5,000 a month or more to rent a kiosk? That's, obviously, not fair competition, and Mr. Victor's gonna talk about the effect of that kind of activity on kiosk owners.

Another given is that the City and the Fremont Street Experience have a significant interest in protecting visitors from solicitors in an environment where freedom of movement is restricted. The City and the Fremont Street Experience have a significant interest in preventing the destruction of mall entertainment, and the destruction of visitors enjoying the Mall Experience. And, finally, the City and the Fremont Street Experience have a significant interest in protecting the aesthetic appearance of the Mall by eliminating visual blight caused by an unsightly vendor. Those facts, I think, have been established by the videos and the pictures, and they will be enhanced by testimony from Mr. Victor in a moment.

But let's talk about what we came down with. The City, as I said, added three things to the list of things prohibited in the Mall, anywhere in the Mall, in addition to unicycles, parades, bicycles, skateboarding, and the like, we added amplified sound for reasons, I think, I've already made clear in the record that I made. Throwing things in the Mall, which I don't think anybody has any argument with that's not any kind of expressive activity protected by the constitution. Shouldn't have probably been there in the first place when we enacted the ordinance, and hula hoops, which we made the case for, which I don't think is expressive activity either protected by the constitution.

What did we prohibit Mall-wise that's only allowed in free expression zones? Three things in the ordinance: solicitation, as defined in the Municipal Code, leafleting and Mall entertainment. Before I go any further, I'm gonna tell you that when we drafted the ordinance, we had a lot of evidence. Mr. Victor, he provided a lot of evidence. Reports that I've read provided a lot of

evidence. I am gonna tell you as of right now, in my opinion, that evidence does not arise to a level that I think would support limiting leafleting only to free expression zones. And, so, today, we will ask that this, if it does pass out of Recommending, passed out as amended, so that only solicitation and mall entertainment are limited to free expression zones. We are not, at this point in time, gonna include leafleting. If in the future, the activity in the Mall rises to a level that I feel we can make a case here at the Recommending Committee, before the City Council and before a court of law, we may bring it back. So, I reserve the right to do that. But, today, I will tell you, in all candor, I don't think the law, the evidence rises to that level. I think it does with respect to solicitation and mall entertainment.

COUNCILMAN ANTHONY

Mr. Chair, can I ask a question?

COUNCILMAN BARLOW

Yes.

COUNCILMAN ANTHONY

What's the definition of leafleting?

BRAD JERBIC

Handing out material by hand.

COUNCILMAN ANTHONY

So –

BRAD JERBIC

It can be cards, pamphlets, literature –

COUNCILMAN ANTHONY

Holding a sign?

BRAD JERBIC

Holding a sign is not leafleting. (Inaudible) holding a sign is completely (inaudible)

COUNCILMAN ANTHONY

So it's just standing – there, walking around?

BRAD JERBIC

Right. You don't even have to have –

COUNCILMAN ANTHONY

You don't (inaudible) –

BRAD JERBIC

Standing still or walking around, handing out material.

COUNCILMAN ANTHONY

Handing out material.

BRAD JERBIC

Basically, to passersby, not – a stationary zone, that's never been included. A box that has literature in it, that's not leafleting. An individual handing things out.

COUNCILMAN ANTHONY

So, the – one video where somebody is there with a sign and they're yelling something, what's, what is, where does –

BRAD JERBIC

That is nothing. That has never been prohibited since the ordinance was enacted.

COUNCILMAN ANTHONY

So, where does – that fit into soliciting leafleting and entertainment?

BRAD JERBIC

It doesn't.

COUNCILMAN ANTHONY

So, that would be allowed?

BRAD JERBIC

That's allowed.

COUNCILMAN ANTHONY

Okay –

BRAD JERBIC

But we will take a look at –

COUNCILMAN ANTHONY

Under – (inaudible)

BRAD JERBIC

– structures, and we'll look at things like that, but I think, because we need to go back at some point in time, 'cause this ordinance isn't gonna fix everything. But one of the things we need to go back and take a look at as well are (sic) structures in the Mall. Now, I don't think under any circumstances it's a sign of the type that you saw going to be a structure that would be prohibited. A small sign, what I was seeing there is two foot, four foot by four foot sign, something like that. At some point in time, we'll get to what you saw, like the anti-abortion poster, which was a large metal structure.

COUNCILMAN ANTHONY

Right.

BRAD JERBIC

And that's completely different and what we need to is, and we will come back in the future and look at this, is the structures. Unsafe structures all over the (inaudible). But we have one definition in the Building Code. We have another definition of it here. We actually need a specific definition, I think, in the Pedestrian Mall, to – address structures in that. But what I wanted you to see with the solicited conduct was the megaphone, the speaking, the – free expression coupled with the signs, literally, shoulder to shoulder blocking pedestrian traffic. Any single one, might be hard to argue it blocks anything, depending on what the person's doing.

COUNCILMAN ANTHONY

Right.

BRAD JERBIC

Conceivably it could; conceivably, it couldn't. Several people shoulder to shoulder, standing in front of an intersection, I don't think there's any argument at all, blocking traffic.

COUNCILMAN ANTHONY

But the – two guys standing there with a sign, will they, that would not be prohibited activity (inaudible) –

BRAD JERBIC

No. Unless they're asking for something, that is not prohibited.

COUNCILMAN ANTHONY

Okay.

BRAD JERBIC

Free expressions. What did we look at? I just explained that we looked at the Mall itself. Let's talk about the park where the canopy exists. The canopy exists between Main Street and 4th Street of the north and south of the former Fremont Street. We look at that area, and, as you can see by the Swiss cheese map, there are very few opportunities for free expressive activity in that area, because of, one, the kiosks; two, the light show draws people to the entire center of the Mall during the evening presentations. And the stages on 1st Street and 3rd Street also draw huge crowds. The other thing (inaudible). The other thing Mr. Victor will testify to is that the whole Mall, in spite of the kiosks, is used for a lot of special events, particularly car shows and things like that, where vehicles are parked in all of those free spaces and other things are moved around to help accommodate the pedestrians. But it's always a challenge when programming the Mall for a special event, allowing the retail kiosks to be viable and allow pedestrians to move back and forth. So, that was looked at, and decided that that was not viable, as a place for these types of zones.

We looked at 1st Street. First Street is vacated on the south side of the Golden Nugget and Pioneer Club, so that's privately owned now. That's no longer Pedestrian Mall. The south side, including the north side, which is not vacated, is where the new 1st Street stage is. That stage itself precludes its use as a free expressive area.

We looked at Casino Center, which is a thoroughfare still open to pedestrian traffic, or vehicular traffic, and that's not a place for (inaudible). We looked at 4th Street, also opened to vehicular

traffic. And we looked at the area far to the east. That's the area between 4th Street and Las Vegas Boulevard. Technically, it's part of the Pedestrian Mall. It was not looked at as a viable alternative, because, one, I think, a good argument could be made by anybody challenging the ordinance that you took people completely away from the canopy part of the Fremont Street Experience, put them in another area that's kind of (inaudible), but, two, the ki, the restaurants in that area are more plentiful than any other place in the Fremont Street Experience. There are outdoor cafes at Hennessey's, Mickey Finn's and at the former Jillian's. There may be more in the future. Those are places where you can (inaudible) solicitation, (inaudible) with tables and the like, but that doesn't really matter. If you're a tourist, you're having a nice lunch or a dinner outside, or a local as well, you're not gonna leave money as a tip for anyone, or want to pull cash out if soliciting activity is occurring next to your dining table. So, we didn't look at that as a viable area (inaudible).

What we looked at was 3rd Street, and 3rd Street is also problematic. Third Street, all the way to Ogden, is part of the Pedestrian Mall. And, while a lot of people may look at it and say, you know, it's the old 3rd Street, 3rd Street is a very viable venue for Fremont Street Experience. They consider it prime real estate. That real estate is used for car shows. It's used for setting up vending opportunities. I think they have (inaudible) stages there. It is very active and used as part of the Fremont Street Experience as a whole. It's also the place where the neon signs exist and part of the expanded Neon Sign Museum. And, most importantly, and a concern I'm sure to this Council, is the fact that that is the connector between the Fremont Street Experience and the Mob Museum and the new CIM project that used to be called the Lady Luck. You go by the Lady Luck, today, you'll see windows open in both towers. There's active construction going on. That is a project that's expected to be completed and opened in the near future. And there is a fear that

if you create a gauntlet of solicitation and other activity on 3rd Street, you're going to hurt the commercial viability of that project, and you're going to prevent individuals wanting to move back and forth in the new Mob Museum and the Fremont Street Experience.

So it wasn't likely that we look at 3rd Street; it also has problems. But not the problems that I identified as existing on the Fremont Street Experience, or Fremont Street itself and the – area by Neonopolis.

What we did was identify two initial zones, based on the amount of expressive activity seen in the Mall in the last couple of years. Two zones have been identified. There is a new map that looks very much like the slide you're looking at now, that is gonna replace Exhibit 1 or Exhibit A (sic) in your backup material. This is produced by our Planning Department. This is a digital depiction of the free expressive zones that we propose in this ordinance. They are approximately 20 feet back from the shade line of the Fremont Street Experience canopy. That still allows pedestrians to move in front. The areas are 12 feet wide on each side, on the west and east side of 3rd Street, and they are a hundred feet long. So, two, 1200-foot areas, 2400 square feet would be reserved for expressive activity involving solicitation and mall entertainment. This activity would be completely unregulated and subject to first come, first serve, completely content neutral. We don't care what you do out there with respect to solicitation of all activity, provided, (inaudible) solicitation (inaudible) prohibited (inaudible) solicitation, you can do whatever you want. Council?

COUNCILMAN BARLOW

Brad, you continue to mention the fact that the content of those individuals performing within this proposed area on 3rd and Fremont, and you mention on several occasions that these individuals will not be regulated, who patrols or regulate (sic) the Mall?

BRAD JERBIC

Let me say this, the Mall, right now, is in the City. The Metropolitan Police Department has a force down there, from time to time, patrolling the Mall. The Fremont Street Experience has its own private security down there, and those are the two entities that are responsible for securing the Mall right now. I can tell you, my guess is that Mr. Victor will shake his head yes or no about (inaudible) percentages, probably Fremont Street Experience private security that is patrolling the Mall right now and handling those kinds of issues.

COUNCILMAN BARLOW

Okay. So, within the 12- by 100-foot radius area in which is being proposed to this Recommending Board today, who's going to regulate or enforce that the entertainers remain within that geographic location?

BRAD JERBIC

That would be the responsibility of the Fremont Street Experience security and the Las Vegas Metropolitan Police Department.

Let me explain what this is and what this isn't. We're only saying two types of conduct: solicitation and mall entertainment are limited to these two areas. Nothing else. Mall

entertainment and solicitation. We're not gonna tell you what kind of entertainment. We're not gonna tell you what kind of solicitation. We have no interest in the conduct, or excuse me the content of your solicitation. We have no interest in the content of your mall entertainment. Not gonna do it with loud speakers, 'cause that's gonna be prohibited, Mall-wide. There's (sic) no exceptions. You're not gonna get to go in these zones and turn on an amplifier. That's still inconsistent with the Mall, right next to the light and sound show, will drown it out and compete with it, and it's not consistent. But what we will allow is any kind of solicitation activity and any kind of mall entertainment, first come first serve in those areas.

I want to state, for the record, that Mr. Rebel is here on behalf of the Fremont Hotel. Believe me, it was no easy task explaining to individual entities downtown that we're gonna have free expression zones, and they're gonna be somewhere. And these have to be, at least one of them, has to be right next to the Fremont Hotel. These areas were selected because, based on the size of –, the numbers (inaudible) at the same time they solicit would fill (inaudible) one of these areas right now, and Mr. Victor will testify to that. So, we made it even larger. So, we did and will accommodate any individual who wants to come.

But these are not necessarily carved in stone. This is the first cut. If these turn out to be in the wrong place and inconsistent, we reserve the right to come back and move them, in the future. We will always provide them, but we will reserve the right to come back and move them. We'll reserve the right to come back and expand them. If it turns out there are more people interested in protected conduct or mall entertainment, which I don't think is protected conduct, but if there are people interested in protected conduct and there's not enough room for them here, we will come back with a recommendation to expand the free expression area.

But we believe that these not only are, one, let's talk about time, place and manner. There's no time restriction. This is any time I want. There's no manner restriction. We're not putting any regulation on how you do it, or what to say you say or what the content is. There's just a place restriction. That's all we're doing, is a place restriction.

The other thing we're looking at is: are there alternative means to express your act, your First Amendment Speech of solicitive (sic) speech? Well, one, you're (inaudible) the entire target audience of the Pedestrian Mall from this area. But, second, look at the Pedestrian Mall. This is a footprint, five blocks long, along what used to be Fremont Street. The entire perimeter of the Pedestrian Mall is publicly-owned sidewalk, which has never been regulated and completely open to First Amendment Speech or expressive speech. Anybody who comes in that Mall, you can get 'em on the sidewalk outside the Mall and solicit them all you want. We're only talking within the Pedestrian Mall. So, you can reach the target audience anywhere around the perimeter of the Mall as you enter. And once in, you can reach them from 3rd Street.

Again, another picture of the expression zone. At the back of this, you can see this is looking from north to south, with the 3rd Street stage visually depicted in the graphic. And this is the area as it looks today. I wanna say, right now, before anybody jumps me. This particular photograph shows a really large newspaper vending machine in this area. That's gonna be carved out. That's gonna be removed. This area is gonna be completely cleared, except little palm trees. There won't be anything obstructing it, and it's gonna be painted either with a line around the perimeter or shaded in the middle so everybody knows exactly where the area is and where the lines are, much like the area we painted downtown at the courthouse for wedding chapel solicitors. That has worked perfectly since we put it into effect. It's going to be painted or marked clearly on the ground, signage identifying it, and there'll be one (inaudible).

Tables will be allowed in this area, but not your table. You want a table, they will be provided on a first-come, first-serve basis, free of charge, and virtually immediately by the Fremont Street Experience. That's to control the type of structure people are bringing in to the Mall. People – bringing in dangerous things, flimsy tables, things that – wouldn't withstand wind or tourists hitting it, or something like that. But we'll provide all the tables you want for free, any time within these free expression zones. So tabling is back, solicitation is back, and mall entertainment is back in these two areas.

Councilman?

COUCILMAN BARLOW

Brad, I've been to other communities, many communities around the country, and those cities seem to require entertainment for individuals, permits in order for them to go out and entertain; have we considered that?

BRAD JERBIC

Yes. Let me – tell you about the one I looked at the most. The Mayor asked me to look at another one; I haven't finished looking into that.

Let's talk about a couple of places where they built (inaudible). If you've ever been to Waikiki Beach, you'll see people not exactly on the beach, but off to the side, and most particularly at night. You'll have some guy with a parrot. You'll have a – parrot sitting on your shoulder, take a picture for 20 bucks. Other people doing other kinds of activities. I don't know how they regulate that or how they (inaudible). The one I'm familiar with that is a bit analogous to the Fremont Street Experience is the 3rd Street Promenade in Santa Monica, California –

COUNCILMAN BARLOW

Santa Monica.

BRAD JERBIC

Now, the difference, and I've been asked this about Fremont, why don't we do what they do? What they do is they pick and license entertainers, because they feel, and maybe appropriately so, that entertainment in the 3rd Street Promenade in Santa Monica is conducive to tourists coming downtown and creates part of the ambiance of the pedestrian mall in Santa Monica. So, when you come down, you're not just there to walk up and down the Promenade and visit the restaurants and the shops. You're there for the entertainment as well. It's kind of catchy and kind of fun. And because they look at it that way, they license the people that do entertainment down there, and they kinda pick and choose a little bit, but they also have applications that people fill out, and the like, and they (inaudible) the spaces that they use.

The difference between Santa Monica's Promenade and Fremont Street Experience is that Fremont Street Experience picked its entertainment from the day this project was conceived. This wasn't built to just be one big mall where you walk up and down between a bunch of casinos. If that were the case, you could pretty much have left the whole situation alone and let people walk up and down the sidewalks. This was conceived as a project that not only provided a pedestrian mall experience and retail experience to pay for all of it, but provided its own entertainment. The entertainment being stage shows. So, when the Beach Boys come here, it's playing on the 3rd Street stage. That's because Mr. Victor and his clients pick that kind of entertainment and they program it. When you see the light shows overhead at night, they decided that's the entertainment we want. They decided they didn't want to go with the occasional

entertainer block by block by block. You didn't, if that's what they would have wanted, or the City wanted, you didn't have to build a canopy for that, and they don't have a canopy in Santa Monica. It's just a big, wide, open mall.

So, like I say, I think it's really just a programming choice and a policy choice that was made many, many years ago. And that choice was, the primary purpose was an organized, pretty much, predictable on the spot sound and light show. People knew when it started, when it ended, so they could be out there on the street and watch it. Stage shows that we promoted in advance, occurring during seasons of the year, at different times. Kiosks. But you can see Fremont Street, right now, Fremont Street, right now, could have entertainers that they pick in that Mall. And from time to time, they do, not just on the stage, but it's their mall, under the operation of the management agreement, controlling the program –

COUNCILMAN BARLOW

Mayor – Goodman, not. Brad –

BRAD JERBIC

They have decided to not allow this freelance, freeform activity.

COUNCILMAN BARLOW

Very good point, which basically takes me back to my initial question, or comment in relation to Santa Monica versus Fremont Street Experience. If Santa Monica can regulate and license their acts, then what would prohibit someone from going out into – the area of Santa Monica and just setting up? Because, to me, it's a – question of – legality, of freedom of speech again.

BRAD JERBIC

Well, let me – go out on a limb here and say that, I think, even the courts have recognized that an unregulated, completely, anybody, anywhere, kind of situation, even the 3rd Street Promenade, doesn't work. They have the same rights to pedestrian flow, and to a – hassle-free environment, so-to-speak, as we do. And – I'm gonna say (inaudible), you know, more or less, act upon act upon act, where you have to run a gauntlet of people before you can get where you wanna get, with one person playing this instrument, another playing the other, drowning each other throughout. This doesn't work, as a practical matter, regardless of what kind of speech you're talking about.

But, again, I would –, you know, I think there's a lot of debate as to whether or not this activity that you're looking at, when it comes to entertainment, is protected activity by the First Amendment. I mean, some of it could be. Some isn't. Some is in-between. But that's what people go to law school for, is to kind of argue where the shades of grey are. But, you know, a lot of this stuff is just a hundred percent commercial, just a hundred percent commercial. And probably, can be completely, you know, regulated, prohibited or whatever under any ordinance. Some of it may have a First Amendment component to it. But we're not gonna pick and choose which does and which doesn't. We're going to say entertainment, that's where you go. That's where you can perform (inaudible).

We think it's content neutral. We think it's reasonable time, place and manner. We think it leaves open all viable alternatives for individuals to reach that same audience, to pick their say and speech, content, (inaudible), anyone they wanna talk to.

COUNCILMAN BARLOW

Okay.

BRAD JERBIC

That concludes my presentation as to the new ordinance, the history, the legislation, and leaf regulation. I would, with your permission, ask Mr. Victor to come to the microphone right now.

JIM NICHOLS

Right here.

JEFF VICTOR

Down here?

BRAD JERBIC

Actually, anyone you want, Jim. You wanna sit next to me, I'll move.

COUNCILMAN BARLOW

Are you going to swear him in under oath –

BRAD JERBIC

You have that map marked as Exhibit A or 1 or?

GABRIELA PORTILLO-BRENNER

I do, as Exhibit 1.

BRAD JERBIC

Exhibit 1; okay. So, we're gonna refer to the map of the Fremont Street Experience. Can you just state your name and, for the record, and tell us where you work.

JEFF VICTOR

My name is Jeff Victor; I'm the president of the Fremont Street Experience.

BRAD JERBIC

And as president of the Fremont Street Experience, Mr. Victor, what are your duties and responsibilities?

JEFF VICTOR

We operate the Fremont Street Experience, LLC, which is the common area between businesses that line Fremont Street, from Main Street down to Las Vegas Boulevard. We also operate the parking garage that's located between 4th Street and Las Vegas Boulevard. We have about 300 employees, I'm sorry, 100 employees in the company, which are made up of a mix of security guards, cleanliness folks, entertainment and special events operators, and technicians, marketing, finance, public relations.

BRAD JERBIC

Very good. How long have you been the president of Fremont Street Experience, LLC?

JEFF VICTOR

A little over four years.

BRAD JERBIC

And, were you president of the LLC before the ruling by the Federal District Court Judge in 2009 that struck down the ordinances regulating the Mall?

JEFF VICTOR

Yes.

BRAD JERBIC

And you've obviously been president after those ordinances were struck down, correct?

JEFF VICTOR

Correct.

BRAD JERBIC

Have you noticed the difference in the type of activity in the Pedestrian Mall after the court decision in 2009 striking down the Pedestrian Mall Ordinance?

JEFF VICTOR

Absolutely.

BRAD JERBIC

What kind of differences have you noticed?

JEFF VICTOR

In particular, the amount of individuals that come down to solicit for tips by providing, what I guess they would consider, entertainment experiences in the Mall, has exploded from the day that the – decision was made until now.

BRAD JERBIC

And have you – had complaints from individuals, let's start with tourists or visitors to the Mall, regarding conduct in the Mall by individuals involved in commercial entertainment.

JEFF VICTOR

Numerous complaints from guests, but the complaints haven't been limited to the guests, but, clearly, the guests are not comfortable, in large part, with the activity out on the Mall.

BRAD JERBIC

Did you have an opportunity to sit here during the presentation that I gave regarding pictures and videos of the Fremont Street Experience during the latter 2009 and early 2010?

JEFF VICTOR

Yes.

BRAD JERBIC

Did my representation on the record accurately reflect the content of those videos and the conduct that was displayed in the videos?

JEFF VICTOR

Yes.

BRAD JERBIC

The, did you, are you aware of the incident involving individuals dressed as members of the rock band Kiss on the Fremont Street Experience?

JEFF VICTOR

Yes. I was not there that evening, but I am aware of it. Our se, if you see the video, you'll see that one of our security guard (sic) actually leaves his post from, he has a fixed post during the light show, at the intersection of Casino Center, he's wearing a yellow vest, and you'll see him leave his post to come and deal with the distraction and disruption, and he actually filled out a statement. And I have seen the full video that was provided, by the way, by a guest who had just filmed that and put it up on YouTube.

BRAD JERBIC

Are you aware of the results of the investigation conducted by the Fremont Street Experience into that incident?

JEFF VICTOR

Only to the extent that the customer decided not to file a complaint, and – left.

BRAD JERBIC

Did you become aware of what happened even though he didn't file a complaint?

JEFF VICTOR

Again, I –, my best source and knowledge is through the video that you find on (inaudible) on YouTube, and then what our security guard witnessed at the event and trying to just deal with the aftermath of it.

BRAD JERBIC

Very good. The, you're also familiar with other street entertainers, Mr. Animation, Robot Man, and the like, in the Pedestrian Mall?

JEFF VICTOR

Yes.

BRAD JERBIC

Are there other street entertainers that appear in the Pedestrian Mall aside from the ones whose examples we've played before the Recommending Committee today?

JEFF VICTOR

Oh, dozens. Yeah. Things like the person that sells balloon animals, the showgirls that walk up and down the Mall taking photos. There are statue characters. You name it, we've – got it.

BRAD JERBIC

Have you also become aware of other expressive activity, and it's the type you saw in the videos and in the pictures that included the anti-abortion protest, the – rally at the gay rights parade, and the pro-religious people that were speaking on Fremont Street?

JEFF VICTOR

Yeah. We do have folks coming out to either exploit their private businesses, or send a – message. There – are pretty regular set ups up and down the Mall for purposes of commercial activity.

BRAD JERBIC

Have both the individuals not involved in entertainment and individuals involved in entertainment actually used amplification systems to broadcast their message?

JEFF VICTOR

Yeah. Absolutely. We saw a lot of it in the video, and we have it on a regular basis, whether it's connected to a car battery or it's battery-operated, we have amplified sound on a regular basis.

BRAD JERBIC

Does that activity, in your opinion, is it consistent with the programming of the Pedestrian Mall by the Fremont Street Experience of both the light, stage and sound shows?

JEFF VICTOR

No. I mean, the sound system in Fremont Street Experience is quite extraordinary. It was engineered with a great deal of concern for the smooth flow of sound from one end to the other, and a total of 550,000 watts of sound blowing through over 200 speakers, with very clear separation of distance. We have the ability to zone those speakers out, so that we can control individual experiences, either from the stages or between the stages, and do that on a regular basis. But when somebody brings their own amplified sound and drops it in the midst of that, clearly, it's a –, creates inaudible (inaudible) muddiness or confused experience to what we're trying to create.

When you're talking about the – stages themselves or, like we had a street entertainer that's been out there for ten years under our – guidance, his name is Carl Ferris. We escort Carl out there and set him up with a Fremont Street Experience truck and sound system. We provide him, the zone for him, both audibly and – in the sky, on the canopy above with his image. When somebody that also plays saxophone just appears and wants to stand next to Carl while he's performing, you know, the Fremont Street Experience approved performance, it's – absolutely

disrupted. Somebody comes down and sets up an amplifier so they can do something, whether it's saxophone or otherwise, absolutely a disruption.

BRAD JERBIC

The individual that you program, though, you pick the exact place, time and manner in which he entertains individuals and he's limited to that particular –

JEFF VICTOR

Absolutely.

BRAD JERBIC

And it's not open to other individuals? You said if others come down while he's doing anything, it competes with him, drowns him out or –

JEFF VICTOR

Absolutely.

BRAD JERBIC

The, with respect to the individuals who use amplification systems, have you observed the effect of those amplification systems on the tourist traffic that moves up and down the Pedestrian Mall?

JEFF VICTOR

Yes. It's intimidating. You know, some people, I assume, believe that this is something that we've sanctioned, like Carl, and some people are – weary that it's somebody we've not sanctioned, and it's intimidating, and for some folks scary.

BRAD JERBIC

People tend to shy away and move away from those individuals that have amplification systems?

JEFF VICTOR

Sure.

BRAD JERBIC

And, in the process of moving away, does it create fewer places in the Pedestrian Mall for pedestrians to move back and forth?

JEFF VICTOR

Yeah. It alters the flow of traffic.

BRAD JERBIC

The, sometimes completely impede the flow of traffic in the Pedestrian Mall?

JEFF VICTOR

Yes.

BRAD JERBIC

Has it on occasion completely plugged the traffic, stopped traffic in the Pedestrian Mall?

JEFF VICTOR

Especially around intersections and (inaudible), yes.

BRAD JERBIC

Let me call your attention to Exhibit 1, which is the map that you have in front of you and the (inaudible) version (inaudible), have you had occasion to look at that map prior to appearing at this Recommending Committee today?

JEFF VICTOR

Yes, I have.

BRAD JERBIC

And are you familiar, is that an accurate depiction of the Pedestrian Mall, roughly, as it appears both in physical description, that is the perimeter, and the location of kiosks through the Pedestrian Mall?

JEFF VICTOR

Yeah. Largely, I – see a few changes like the Golden Nugget's expansion down here on – 1st Street isn't represented. There may be a, it's hard to tell 'cause there're so many overlapping circles. There may be a change in the – outdoor dining experiences. And, clearly, the locations of the kiosks change on a regular basis. By and large, this is the Fremont Street Experience.

BRAD JERBIC

How many kiosks do you have in the Fremont Street Experience?

JEFF VICTOR

Thirty-eight.

BRAD JERBIC

Do the individuals who have those kiosks have an arrangement, financial arrangement with the Fremont Street Experience?

JEFF VICTOR

Yes. They have – a contract that they signed and pay lease amounts for on a monthly basis.

BRAD JERBIC

Do those lease amounts vary from kiosk to kiosk?

JEFF VICTOR

They do.

BRAD JERBIC

Can you give us the range that people pay to lease the kiosks on Fremont Street?

JEFF VICTOR

Roughly, 2,000 to $5,000 a month.

BRAD JERBIC

Two thousand to five thousand a month? And are there individuals who pay more?

JEFF VICTOR

Yes.

BRAD JERBIC

To cover their kiosks that way you get a percentage of the gross receipts as part of the kiosk rental?

JEFF VICTOR

Those would be the ones that would exceed the – higher (inaudible).

BRAD JERBIC

Got you. And those individuals signed that agreement knowing that they will have an opportunity to commercially vend, whatever their product is they have, on that particular kiosks?

JEFF VICTOR

That's correct.

BRAD JERBIC

And do you get involved in selecting the type of commercial product that individuals vend from their kiosks?

JEFF VICTOR

Absolutely.

BRAD JERBIC

So you wouldn't allow someone to vend something that you consider inappropriate in the Fremont Street Experience?

JEFF VICTOR

Absolutely not.

BRAD JERBIC

So, you also don't want individuals in the kiosks to sort of compete with each other, so you wouldn't, for example, have 38 people selling jewelry, or 38 people all selling paintings or statues?

JEFF VICTOR

That's right. We work hard to reduce the redundancy.

BRAD JERBIC

So you have a lack of redundancy for commercial opportunity. And the individuals who pay for those kiosk, do they sign those leases for a period of time, a term?

JEFF VICTOR

They do.

BRAD JERBIC

What's a typical term?

JEFF VICTOR

They're, usually, really month-to-month. Most of our vendors have been there for years.

BRAD JERBIC

Have you had occasion to work personally with the kiosk vendors regarding complaints regarding activity within the Fremont Street Experience, that they feel is either repeating or inconsistent with the retail commercial use of the Mall?

JEFF VICTOR

Yeah. Almost without exception, all of the retailers have come to both our retail director, and then myself to complain about how disruptive this has been both to the Experience and the customer trying to shop and ultimately to their ability to conduct sales.

BRAD JERBIC

Did you hear my representation earlier that kiosks are places where individuals actually pull their money out in a public area and they have a financial transaction with the kiosk operator?

JEFF VICTOR

Yes.

BRAD JERBIC

Is that accurate?

JEFF VICTOR

Yeah. You're completely exposed 'in the middle of the street. Sure.

BRAD JERBIC

In your opinion, is a kiosk more like an ATM or more like an entryway to a business with respect to the amount of space you need to provide between a kiosk vendor and a – solicitor?

JEFF VICTOR

I'd say, given the proximity of the cash drawer, it'd be more like the keyboard on a (sic) ATM.

BRAD JERBIC

Have you had individuals express to you a desire to not pay rent or get reduced rent as a result from competition from unregulated activity in the Pedestrian Mall?

JEFF VICTOR

Yes.

BRAD JERBIC

What have they told you?

JEFF VICTOR

They feel as though their sales have been dramatically affected, some kiosks more than others, depending on the type of product that they sell. But they have very much expressed that, you know, we're responsible for maintaining the Mall, and that we've not done so, that they think we're responsible for adjusting their rent.

BRAD JERBIC

(Inaudible) decline as a result of individuals pointing out kiosks or retail opportunities in the Mall or the Fremont Street Experience being able to operate and maintain the Pedestrian Mall under the existing contract with the City of Las Vegas and the Redevelopment Agency?

JEFF VICTOR

We have several sources of funds. The retail kiosk is a significant portion of what we do. If that were to decline, significantly, it would, in fact, impact our ability to maintain the Mall, in terms of the cleanliness to secure the Mall, patrol the Mall, and then, of course, it would impact our ability to invite guests down to marketing, PR activities, and then once we got 'em here, it would impact our ability to entertain and keep them here and help – ensure that they come back for another visit.

BRAD JERBIC

Did you work with the City of Las Vegas in the last year to look at the possible creation of free expression zones within the Fremont Street Experience?

JEFF VICTOR

Yeah.

BRAD JERBIC

Did you have an opportunity prior to that to look at things like the map that's marked as Exhibit 1?

JEFF VICTOR

Yes.

BRAD JERBIC

The, turning your attention to that map for a moment, do you see the circles on that map that I have represented the outer most circle being 20 feet, the inner most being 10 feet?

JEFF VICTOR

Yes.

BRAD JERBIC

Those are circles around retail kiosks; is that correct?

JEFF VICTOR

Yes. It appears.

BRAD JERBIC

Do you also see other semi-circles or lines around entryways to buildings, for example, Fitzgerald's, Fremont, and the like? Do you see those lines?

JEFF VICTOR

Yes –.

BRAD JERBIC

Those all represent areas that are currently under existing solicitation law? Areas that are prohibited for solicitation?

JEFF VICTOR

Yes.

BRAD JERBIC

Or would be if we had, if we looked at the kiosk situation?

JEFF VICTOR

Right.

BRAD JERBIC

The areas in-between those circles, what are those dead areas used for, those blank areas used for?

JEFF VICTOR

That would be where the people go.

BRAD JERBIC

If individuals were to set up solicitation stations in that area, would you have a smooth flow of pedestrian traffic?

JEFF VICTOR

You know, as you can see, there's, Fremont Street is not very wide. It's only 80 feet wide, and, so there's a fair amount of obstacles throughout the Mall anyway. The legs to the canopies, the canopy itself, aren't shown here, and some other structural things, including electrical junction boxes and stuff are not shown. Anything that we do to add clutter to the Mall, it's – problematic in terms of moving guests around.

BRAD JERBIC

Well let me cut to the chase, if we, if there were first (sic) expression zones created in those blank areas in-between those circles, would that, in your opinion, impede pedestrian traffic in the Pedestrian Mall?

JEFF VICTOR

Yes.

BRAD JERBIC

Was there a time when there was a discussion about setting up free expression zones around the poles themselves on the Pedestrian Mall?

JEFF VICTOR

Yes.

BRAD JERBIC

Were models constructed to see if that worked?

JEFF VICTOR

Yes.

BRAD JERBIC

Were you present when those were demonstrated and looked at?

JEFF VICTOR

Yes.

BRAD JERBIC

In your opinion, did they work?

JEFF VICTOR

I don't think they provided the ample amount of – room for the folks that are gonna come, wanna come down and take advantage of these things. I didn't think they were ideal locations for the – entertainers themselves, and they fell largely within the circles shown here on page; no, they didn't work.

BRAD JERBIC

Is this a, is this an attempt to actually build a round table around the round poles that support the canopy itself?

JEFF VICTOR

Yeah. We – mocked up a model.

BRAD JERBIC

And did that have an impact on pedestrian traffic, as well as the other problems you identified?

JEFF VICTOR

Yes.

BRAD JERBIC

And as a result, was that thrown out, I guess, as an option for free expression zones?

JEFF VICTOR

Yeah. We tried to find a more viable option.

BRAD JERBIC

Did you also look at other areas within the Fremont Street Experience, including 1st Street, and the area around the old Neonopolis shopping area?

JEFF VICTOR

Yes. We did.

BRAD JERBIC

Were there viable areas on 1st Street?

JEFF VICTOR

No. Very limited, because most of that is behind the stage. The park on 1st Street south is privately owned by the folks that own the Pioneer Building. The space over by Neonopolis would be ideal for us, and I'm sure that that offers a kind of exposure to the audience that the entertainers would decide.

BRAD JERBIC

Are there also more outdoor cafes in the Neonopolis area, that is the block between 4th Street and Las Vegas Boulevard in the Fremont Street Experience?

JEFF VICTOR

Yeah. That's actually the largest concentration of outdoor cafes, down in that area.

BRAD JERBIC

And, without revealing any names, are there potentially more restaurants about to go into that area?

JEFF VICTOR

I've got a couple that are looking at a space that we operate. I don't know what's happening on the Neonopolis side.

BRAD JERBIC

Okay. But, without revealing any names, you are looking at more restaurant activity –

JEFF VICTOR

Yes.

BRAD JERBIC

– in that particular area? Would that includes (sic) outdoor dining opportunities?

JEFF VICTOR

Yes.

BRAD JERBIC

And, as a result of that, that area was also rejected because you didn't feel it was close enough to the audience that was being affected by the restriction and the outdoor dining being affected by this at all?

JEFF VICTOR

That's right.

BRAD JERBIC

Did you have an opportunity to look at 3rd Street as an alternative for this type of activity?

JEFF VICTOR

Yes.

BRAD JERBIC

And when you looked at 3rd Street, what were the issues posed by locating free expression zones there?

JEFF VICTOR

Well, you know, 3rd Street is an extremely valuable area for – us. That is an area that we use regularly for special events, in particular. It's also, when we do concerts, where the crowd backs into. But, in terms of special events, it's, as you can see by the – rest of the circles on the – page,

that is our special event space. And, so the – concern with giving up any of that is that we've hurt our ability to do special events.

BRAD JERBIC

Did you have occasion to talk to individuals who're responsible for the operation and management of Fremont Hotel to see how they felt?

JEFF VICTOR

Yes, I did.

BRAD JERBIC

And how did they feel about having free expression zones located next to their property?

JEFF VICTOR

Not thrilled, by any means. Understanding, as we are, of the – situation, but not – thrilled that it would be there.

BRAD JERBIC

Did you have occasion to talk to the Mayor of the City of Las Vegas regarding the possible impact of the free expression zones on 3rd Street and the new Mob Museum?

JEFF VICTOR

Yes, I did.

BRAD JERBIC

And was that problematic?

JEFF VICTOR

Yeah, he's, you know, this is the gateway to what would be the Mob Museum and – CIM Group's investment in the Lady Luck, and it's not considered unimportant that we would be altering that, the use of that space.

BRAD JERBIC

You do understand that if the Council, with the Recommended Committee, forwards this ordinance and the Council approves it, that you will lose 2400 square feet of area on 3rd Street?

JEFF VICTOR

I'm aware.

BRAD JERBIC

Are you able to, in spite of the challenges, program around that?

JEFF VICTOR

I believe so.

BRAD JERBIC

Good. Do you, did you participate with the City in looking at any or all other means of providing alternative space for solicitation and mall (inaudible)?

JEFF VICTOR

Yes.

BRAD JERBIC

And was this the final analysis the (inaudible) thought that it would be a reasonable alternative to the entire Mall?

JEFF VICTOR

Yes.

BRAD JERBIC

I would also ask you, are you familiar with the area outside the Pedestrian Mall, that is the actual perimeter of the Mall, that is the area outside of Fremont Street that goes around the entire perimeter of the map you see as Exhibit 1?

JEFF VICTOR

Oh, sure.

BRAD JERBIC

Is that area all open public sidewalk?

JEFF VICTOR

Yeah.

BRAD JERBIC

That's all area where individuals can stand and solicit or speak any kind of speech they want?

JEFF VICTOR

Yes.

BRAD JERBIC

And I qualify it by saying exactly those kinds of speech that are otherwise prohibited by law with regards to speech, or other speech that has always been held to be illegal, strictly, (inaudible) fighting (inaudible) and things like that.

Mr. Victor, just in general, would you describe the Mall as more orderly or less orderly after the last decision of the (inaudible) judge?

JEFF VICTOR

Far less orderly.

BRAD JERBIC

I don't think I have any further questions for Mr. Victor.

COUNCILMAN BARLOW

Okay.

BRAD JERBIC

The Council has any? You have anything you need to add?

COUNCILMAN BARLOW

You – have questions for Mr. Victor?

COUNCILMAN ANTHONY

Well, for both.

COUNCILMAN BARLOW

Mr. Victor, if you wouldn't mind remaining – in your seat. Council has questions for both Brad and yourself –

BRAD JERBIC

If I could (inaudible), and I'll just leave it up to you, I wanna put into the record a case Hampton International Communications vs. the Las Vegas Convention and Visitors Authority. It's the case I told you of the local ruling that allowed the restriction of individuals during shows put on at the

Las Vegas Convention Center, saying (inaudible) owns property and certain parts of the property and the sidewalks, soliciting or leafleting during the convention.

I want to put on the record a copy of Efron vs. International Society for Krishna Consciousness. That's the Minneapolis Fairground case I told you about, where individuals who were soliciting (inaudible) literature (inaudible) fairground.

I wanna put on the record One World One Family Now vs. City of Honolulu, which is a case that limited expressive activity along Honolulu.

I wanna put on the record a copy of Menotti vs. City of Seattle, which is a case that restricted the people of the World Trade Organization protests to certain areas in (inaudible) wanted to be.

I wanna put on the record two cases involving court decisions that looked at alternative channels of communication that must be left open when you restrict speech. That is Smith vs. City of Fort Lauderdale and Ghesham vs. Peterson (inaudible).

And I'd also put on the record two cases that discuss speech and conduct and expressive activity that interferes with revenue, since that is something we can also consider in regulating. Those cases are Children of the Roses vs. City of Phoenix and Lebron vs. National Railroad Passenger Corporation (Amtrak). Those I'm going to file with the Clerk.

I would also at this time would like to make part of the record the entire record of the City Council meeting, the Recommending Committees that were held involving the 1993 Pedestrian Mall Ordinance, all revisions to that ordinance, the 1995 Solicitation Ordinance, and all record that has been created with respect to the Pedestrian Mall and the regulations of the Pedestrian Mall to this time.

With that being said on the record, I have nothing more to add. I'd be glad to answer any questions of the Recommending Committee.

COUNCILMAN BARLOW

Thank you. And, for the record, Mr. Brad, Mr. Jerbic has submitted all of those case files to the Clerk. At this time, I'll open up for discussion. Councilman.

COUNCILMAN ANTHONY

All right. Brad, on – Page 5, on Line 22, it talks about the following expressive conduct that's permitted in a free exercise (sic) zone. So, if I heard you correctly, leafleting you're gonna take out?

BRAD JERBIC

That's correct. It'll be our recommendation that at the end of this Recommending Committee, when you vote to pass or don't pass the bill, you do it as amended, and the amendment would be to strike Line 24, it says, two, leafleting and – so the new version of this ordinance would read: the following expressive conduct is permitted to any free expression zone. 1) solicitation is defined in LVMC 10.44.010, and 2) mall entertainment. And that's it.

COUNCILMAN ANTHONY

Okay. So, on Page – 2, on Line 18, where it defines leafleting, are you – taking that out?

BRAD JERBIC

No. We're going to continue to have the definition in.

COUNCILMAN ANTHONY

Okay.

BRAD JERBIC

We're not gonna restrict those.

COUNCILMAN ANTHONY

Okay. So, the, so when somebody reads this ordinance, they will see that what the definition of leafleting is, but there – won't be any mention of whether it's allowed or, just say, it, there won't be any mention (inaudible) –

BRAD JERBIC

That's correct.

COUNCILMAN ANTHONY

– but it will be defined, so if somebody wants to leaflet on Fremont Street Experience, they can do it?

BRAD JERBIC

That's correct.

COUNCILMAN ANTHONY

And, as, from what you're telling me, this definition is sufficient so if any – citizen reads that, they'll know exactly what leafleting is? The police will know what it is? Security will know what it is? So there won't be any conflict when somebody reads this? And do you agree with that, Jeff? When you read that line, is that –

JEFF VICTOR

I'm sorry, I don't have it in front of me. Let me look for it.

COUNCILMAN ANTHONY

I – just wanna be real clear that people know what they can do in the leafleting area.

JEFF VICTOR

I guess, I would have questions about what leafleting means, anything with a piece of paper, or if it means it's an ad or a coupon or (inaudible). I have my own questions.

COUNCILMAN ANTHONY

Well, if Jeff can't define it, then –

BRAD JERBIC

I will work with Jeff on it and security, because I can tell you that after this ordinance, if it passes, there will be a considerable amount of education (inaudible), with respect to the Fremont Street Experience, security and with Metro. That particular sentence, to me, and (inaudible)

passing out of anything, written, printed or graphic, so it can be a picture. It can be something printed on a card. It can be something handwritten. But that's what it is.

COUNCILMAN ANTHONY

Okay. But somebody – standing on the Fremont Street Experience with a big sign, a huge sign, is that permissible under leafleting?

BRAD JERBIC

It's not leafleting and it's permissible. That, that's something that we call just carrying a sign, for want of a better way to put it. It's not solicitous activity. What you just described, merely holding a sign –, is not solicitation activity. It's not leafleting.

COUNCILMAN ANTHONY

So, it'd be allowed?

BRAD JERBIC

Right.

COUNCILMAN ANTHONY

So, I could stand –

BRAD JERBIC

I mean, there might be other things that prevent it. I mean, a sign with a big metal spike and it's dangerous, or it's a weapon or something like that, that may be something different.

COUNCILMAN ANTHONY

But, under this ordinance, if I stand there with a big sign, save the whales, save the whales, that would permitted activity?

BRAD JERBIC

Permitted with one caveat. Blocking or impeding and obstructing traffic is prohibited City-wide, including in the Mall.

COUNCILMAN ANTHONY

Okay.

BRAD JERBIC

But, if you're just standing there and you're not impeding anybody, you're fine.

COUNCILMAN ANTHONY

Okay. So –, leafleting, what you're talking about, is actually handing out material?

BRAD JERBIC

Right.

COUNCILMAN ANTHONY

Okay. All right. But, if you could just take another stab at that with Jeff, just to make sure that if somebody grieves that, they know exactly what is permitted activity under leafleting.

BRAD JERBIC

(Inaudible)

COUNCILMAN ANTHONY

Okay. Now, under, okay, under solicitation and mall entertainment, so those two are going to be prohibited, except in the free zone areas. Now, soliciting and mall entertainment could be a – commercial enterprise or it could not be a commercial enterprise, correct?

BRAD JERBIC

Correct.

COUNCILMAN ANTHONY

I mean, you could stand out there and entertain and not ask for money, you just wanna entertain people, and you're not, you don't have anything out there asking for money, throw coins, and you're the same as soliciting, correct?

So, Jeff, how much – soliciting and mall entertainment occurs on Fremont Street Experience where there's no commer, no currency attached to it? See – what I'm asking there?

JEFF VICTOR

Zero. Everybody out there is conducting business.

COUNCILMAN ANTHONY

Zero. So, nobody goes out there to – sing and dance and not ask for money at the same time.

JEFF VICTOR

No.

BRAD JERBIC

Let me – ask this. I know there was an article in the paper, and I don't know the answer, but I wanna make sure that we do not (inaudible) the record that – later on (inaudible), should it get approved. Was there a time when there was somebody out on the Pedestrian Mall tap dancing that security stopped, and were they asking for money?

JEFF VICTOR

I don't know whether they were asking for money or not, to be honest with you.

BRAD JERBIC

To answer your question, there may be times when somebody just went out there, because they either wanted to express something or, to be blunt, wanted to pull a stunt just to see how the Experience would react. Some people got out there and literally tested the boundaries of the prohibitions, or lack thereof, to see what would happen. And I don't have a doubt in my mind

that some that are out there, and probably most that are out there aren't even aware of the litigation or the case law that's been submitted. They're just going out there to (inaudible). But, I can also tell you that there are others that have gone out there that have been, for want of a better term, doing things just to see if they can generate a reaction from security or from Metro to see where the boundaries of enforcement are. I don't have a doubt. Some of those people are put up by organized, organizations that are interested in litigation. I don't have a doubt that some of those people are out there because they themselves may be interested in litigation. Some may just be ordinary citizens that are just curious as to how much freedom they enjoy in that Pedestrian Mall.

I don't know the percentages of them either. But I do know that some of them out there are doing it for free just to see what happens.

JEFF VICTOR

Councilman, my answer was too absolute. I apologize. I mean, the vast majority, almost without exception, folks are coming down there to – conduct commerce. And, so, may there be some examples out there, I don't know whether they're out there doing something with other intentions, perhaps, but, by far, the vast majority are out there to conduct commerce.

COUNCILMAN ANTHONY

The – reason I ask is, I mean, you , Jeff testified that, you know, he, it's his responsibility, or the Fremont Street's (sic) responsibility to have organized commercial enterprises, so they have kiosks and people pay a certain amount, and that's all organized, and, thought –, well planned out. So, if – somebody goes down there and sets up their own commercial enterprise, such as

standing there dressed in silver, asking for money, could – that be banned as a commercial enterprise from Fremont Street Experience, because they have the authority to organize that? That – in and of itself, could that be completely prohibited anywhere on Fremont Street?

BRAD JERBIC

We, we've always though so, under the original ordinance, that, certainly, the authority on the original Pedestrian Mall Ordinance that was given to Fremont Street (sic), as well as the development agreement. The development agreement charged that, with operation and maintenance of the Mall. And, remember, when we go back in time to day one, we thought, as did the local District Court Judge who agreed with us that one time, that it was – not a traditional public forum. It was complete authority to regulate all activity. So, as it's been whittled away by various court decisions, we have the final decision, which threw virtually everything out, we have a contract, which charges Fremont Street (sic) with total regulation and total control and total management. And a set of laws disappearing that. A set of laws that says, you really can't go that far, 'cause it is a traditional public forum, and, as a result, you're limited to the type of restrictions that you can impose.

I would agree with you, Councilman, that purely commercial speech is completely controllable, even under First Amendment Law by the Fremont Street Experience.

COUNCILMAN ANTHONY

It is?

BRAD JERBIC

Purely commercial speech. But not when it comes to –

COUNCILMAN ANTHONY

So why would you –

BRAD JERBIC

– (inaudible) are – commercial –

COUNCILMAN ANTHONY

– set up –

BRAD JERBIC

But there's some – First Amendment limits to that. There's (sic) various kinds of commercial speech that the courts have chipped out little exceptions for. But, by and large, commercial conduct, setting up a kiosk of your own, just to make money, hypothetically, would be completely prohibited by the Fremont Street Experience.

Here's where we get into problems –

COUNCILMAN ANTHONY

So, why would you set up a free zone for that then?

BRAD JERBIC

Where we get into problems, there are, one, we want that commercial space in the Mall to be prime commercial space reserved for Fremont Street to make money on and enhance the pedestrian and tourist experience. That's the reason for it. But there are times when, if this were all black and white, this would be so easy. But we have, like I explained it to somebody the other day, what if you went out in the Mall and you set up a table and you started selling white Hanes T-shirts, just white T-shirts. Purely commercial. No content. No speech. No nothing. I think that could be completely prohibited. But now I stamp a message on it. I stamp, you know, I'm for Jesus, or screw the government, or vote for John Edwards, or whatever you might wanna put on this, now you might have a message that is looked at in addition to your plain white T-shirt. And, because you have a hybrid, courts begin to look at this a little bit different. And they begin to look at that kind of speech. It may be not just commercial, but having a free speech component as well.

Entertainment. Anyone talk (sic) about entertainment, individuals who – express through stripping, courts have said, and they have a First Amendment component. There may be some communicative speech going on there. You get tipped for it, paid for it.

There are lots of things that we look at today that just aren't as black and white as you would think. You might think that if you sell any kind of product, that's always commercial speech. (Inaudible) the product. What if you sell crucifixes?

COUNCILMAN ANTHONY

Okay. So, –

BRAD JERBIC

Or you sell rosaries?

COUNCILMAN ANTHONY

– what I'm hearing you saying is there is a possibility that you could ban commercial-type speech, but, I guess, what I'm hearing you saying, is, on a safe side –

BRAD JERBIC

Um, hum –

COUNCILMAN ANTHONY

– instead of banning it, is to move it to a free –

BRAD JERBIC

Right.

COUNCILMAN ANTHONY

– zone?

BRAD JERBIC

If you're asking for money, that's what we're looking at here. If you're asking for anything of value for yourself or your business, and let me read the definition of solicitation, as it's rewritten. The word immediately has been taken out of that. Solicitation means the act of solicitation,

including asking, begging, soliciting or pleading for the purposes of taking money, charity, business or patronage, or gifts, or items of value for oneself, another person or organization. That, we are saying is in the free expression zone only, mall entertainment, whether it's protected by the First Amendment or not, then the – free expression zone only. That's it. Those are the two restrictions.

COUNCILMAN ANTHONY

Whether you're asking for money or you're not asking for money?

BRAD JERBIC

Right. In the Mall (inaudible), whether you're asking or not, you're in there.

COUNCILMAN ANTHONY

You're in the free –

BRAD JERBIC

That's correct.

COUNCILMAN ANTHONY

But, what I'm hearing you saying is if you're just a commercial, if you're entertaining for money, if you wanted to ban that completely, you're –, kind of, it's not completely clear whether you could do that or not?

BRAD JERBIC

Let me see if I understand the question. If you are an entertainer just asking for money?

COUNCILMAN ANTHONY

Yeah. If you're –

BRAD JERBIC

Theoretically, I think you can ban all of that. If you are literally an entertainer, let's say, you're Wayne Newton. You wanna put on a show on Fremont Street Experience, you wanna charge tickets for it, I think that could probably be banned.

COUNCILMAN ANTHONY

Okay. But, with this ordinance, it would not be banned, it would just be moved to the free zone area?

BRAD JERBIC

The problem, like I say, is getting into which speech is allowed and which isn't. Now, you're gonna hear, I know you're gonna hear from the ACLU, and you may hear from others, that may say very well or completely disagree with me that all this entertainment is all expressive, and it's all allowed, and it's all part of speech. And I think that, as you look at the case law on this stuff, it really evolves over time. You know, as we sat here writing these first round of ordinances, we looked at every word with respect and with a desire to comply, that was written by the Ninth Circuit and we still have a disagreement among the courts.

So, when it comes to entertainment, again, I really think the better way to look at this is that, on paper, Fremont Street (sic) has the ability to regulate it, limit it, and you pick only their own, and they get to pick and choose the entertainment. In reality, the courts could very well say a lot of this is protected speech.

COUNCILMAN ANTHONY

Okay.

BRAD JERBIC

And that's why rather than argue whether it is or it isn't, whether it's real entertainment or commercial entertainment, or this or that, (inaudible) call it entertainment and put it in a zone.

COUNCILMAN ANTHONY

Okay. That answers my question. Thank you.

COUNCILMAN BARLOW

Is that it, Councilman?

COUNCILMAN ANTHONY

Yeah.

COUNCILMAN BARLOW

Okay. Mr. Jerbic, solicitation, the definition that you provided, would there be an issue if, in fact, one of the entertainers would be out on the Mall entertaining, and have a bucket in front of them; however, they did not ask anyone for any currency?

BRAD JERBIC

Yeah. They may say, I'm not an entertainer; I'm a solicitor, and that's all I solicit and that's protected. And that's how you get around it, you say, your solicitation is protected speech, but we're not gonna separate that anymore. We're saying entertainment, we don't care if you got a bucket or not, we don't care if you're soliciting or not, 'cause soliciting and mall entertainment are two categories that are gonna be in the free expression zone. We're not gonna get involved in making that decision anymore, whether you're looking for money or not, whether it's commercial or solicitation –

COUNCILMAN BARLOW

I – understand that, but my – pointed question is, is it solicitation, if in fact, an entertainer, whether be in the zone or out of the zone, if an entertainer had a bucket in front of them, and they did not ask any of the stand, those who are standing by, observing them or being entertained, is that considered solicitation?

BRAD JERBIC

Yeah. The, I don't know the answer to that. And I think that's why the Court (sic) Circuit is saying, too, you don't wanna go there. Courts really frown on laws and activity that requires any

judgment by a human being at all, 'cause human beings can pick and choose. You may walk down, as a security guard, and see a bucket, somebody tap dancing in front it. Well, it's clear, to me, he's begging, pleading for money by the act of tap dancing. Somebody else could walk by and say, he didn't utter a single word. He's just tap dancing. There just happens to be a bucket there. You know, courts look at that and say, boy, you know, I don't like that, because you get to pick and choose who is, you know, soliciting and who isn't.

I have a card in my hand, we actually had the circuit look at this and say, we don't like this written solicitation stuff, 'cause you have to read it to determine whether or not it's solicitation. They don't like the fact that somebody has to make a judgment call on that. How the heck else do you know, unless you read it? The courts don't like that, and I respect that. I don't have to agree with it, but I respect it, and we'll follow it.

When you talk about some of these areas, you're really getting into those kinds of discussions. That's why one could stand here in front of you and say, this is all protected speech, 'cause solicitation is protected. Expressive speech is protected. It doesn't have to be words. It could be conduct. And, so, that it is protected. And, so, you can have now, depending on what you're talking about, my answer is only as good as the very specific example you give me. Wayne Newton going out in the middle of the Mall selling show tickets for, you know, whatever he would do on the Strip, I think I'd have a pretty good argument that's purely commercial and you're probably (inaudible). Somebody else gets out there and starts tap dancing with a bucket in front of it (sic) with a dollar sign and doesn't utter a word, they may have a better argument that I'm soliciting as opposed to entertaining. It's just my method of driving you to my bucket.

Or, I put a religious shirt on now, or a, I'm a devil worshiper and I want money from those folks, or I'm part of the Arian Brotherhood, whatever you are, you're wearing a message and putting a bucket in front of you, whether or not uttering a word.

COUNCILMAN BARLOW

Mr. Victor –

BRAD JERBIC

You know, again, people start to move all over the scale when you talk about this conduct.

COUNCILMAN BARLOW

I'm with you. I understand, Brad.

Mr. Victor, are there any of your vendors hired by a Fremont Street Experience or any of the properties that exist under the canopy that solicits or distribute any type of literature, leaflets?

JEFF VICTOR

Some of the entertainers that – we hire that will also accept tips; yes, that's true. Do they distribute flyers or paraphernalia? I think some of the casinos will have timeshare operators in their doorways that may or may not distribute papers and stuff. I, I'm not coming up with a concrete example of any of our vendors on Fremont Street to name doing that.

COUNCILMAN BARLOW

Okay. What about the other properties? Do the – other properties, the casinos, or the like, distribute flyers or go out and solicit beyond just the timeshares?

JEFF VICTOR

Oh, I think all the businesses up and down Fremont Street will be happy to do that, if that's allowed.

COUNCILMAN BARLOW

But, to your knowledge, do you know whether or not they do it today?

JEFF VICTOR

Oh, sure. In the last year, the flood gates have opened. And, remember, not all of the businesses up and down Fremont Street are limited properties, and, even within those limited properties, there are third party entities. Our ability to control those kinds of activities has been quite confused and diminished over the last year.

COUNCILMAN BARLOW

Okay. I have no further questions at this time. Thank you, Mr. Victor. Thank you, Mr. Jerbic.

BRAD JERBIC

(Inaudible)

COUNCILMAN BARLOW

If there is anyone here wishing to speak on this item, we would ask that you please come forward, state your name for the record.

MAGGIE McLETCHIE

Where would you like me to sit?

Thank you for letting me speak. My name's Maggie McLetchie. I'm the staff attorney of the ACLU of Nevada. A few preliminary things: I'd like to be sure that the copies of the things that were put into the record are made available to the public.

BRAD JERBIC

Absolutely, as is, by the way, the PowerPoint, so you're welcome to the entire PowerPoint and the videos as well.

MAGGIE McLETCHIE

Thank you very much, Mr. Jerbic.

Another concern I had, which touches on the Open Meeting Law issue, is the fact that the version of the ordinance that you have in front of you today, it was made available to the public beforehand before it was slightly changed, and I'd also, and I'm not sure that necessarily you can act on something that hasn't been made available. That's a preliminary concern.

More importantly, I was concerned, when Mr. Jerbic was speaking, that, he said that some of the issues about the full meaning of solicitation and how that's gonna be applied when it isn't solicitation, may be worked out later. Under law, the – due process requirements that (inaudible)

may be ambiguous requires that members of the public, people who may be penalized under the law, are able to understand it. And if Mr. Jerbic and Mr. Victor, today, were not hearing the meaning of the law, certain, and –, yourself, Councilman, I'd actually put forth that it might not be possible for members of the public, to when the law, might be an ordinance might be enacted, for them to understand it. So, those are just some preliminary concerns, about the materials before us today.

I also wanted to point out a few things on the testimony. A lot of it was based on hearsay. I realize Mr. Victor later corrected himself, but it's also not possible to testify to a negative, say something never happens. And I can actually tell you, it's also, again, hearsay, of course, but I can tell you that I'm aware of people going down to Fremont Street, including the ACLU, engaging in activity that is by no means commercial, and that is unquestionably protected by the First Amendment.

I'm just gonna get into what the history of the litigation, and the history of Fremont Street, that Mr. Jerbic set forth. I don't really contest very much, but there are a few things that I would set forth. At the beginning, a few myths that I think may be (inaudible) by some of the things we've heard today.

First of all, I disagree with the underlying idea that you can't comply with the constitution and make money. There are many places in the United States where we have vibrant commercial areas, vibrant downtown areas, where first, where they don't have these kinds of laws that prohibit First Amendment activity and businesses flourish. And it's part of the fact of living in a vibrant area. In my opinion, a lot of the reasons that people like coming to Fremont Street and like coming to this area of town, as opposed to other areas of town, we see growing off the Fremont Street Experience area, we see growing businesses like a new coffee shop, a new arts

center. And I think a lot of the types of people that like coming to Fremont Street like coming here, because it is more like an urban area, which include a traditionally urban area, which includes having free speech activities that are common right now.

In any case, arguing that speech is undesirable and interferes with commercial interests, does not justify unconstitutional restrictions. I'm gonna walk through, a little bit later, about why I think the restrictions are unconstitutional, but, in any case, I just wanna make clear that just because, even if it were true it interferes with commercial interests, that does not justify unconstitutional restrictions.

Another point is that Mr. Jerbic and the Council and the law and Fremont Street Experience, Limited Liability Corporation (sic), security guards can't decide is and isn't legitimate First Amendment protected activity. You – both had some interesting important questions, I thought, about things like, well, if you have a jar of tips, is that commercial? If you're dressed up and you're trying to get people to give money to take a picture, is that First Amendment or is that or isn't that protected? And, actually, the Ninth Circuit, I think, is, obviously, providing authority on this point, and they have made clear that that kind of activity is protected. And it's actually irrelevant, they said, whether it's, it's both protected to go after tips, to ask for tips and to passively seek them.

And, we've – heard a lot of things about, well, there's the balloon artist, things like that, who, I'm sorry, hula hoops and things like that, those are – clearly not protected. Someone dressing up in silver and portraying a statue, that's not protected. That's not true. The Ninth Circuit in striking down and actually much more permissive and protective. Street performers scheme in the City of Seattle, the lead plaintiff was a balloon artist. So a lot of the kinds of activities that I think, today, we may be assuming are on the gray area, are not in the gray area. When the Ninth

Circuit says that an activity is protected under the constitution, it is protected under the constitution.

Along with the, related to – my last point, that just because we may not like what's going on down there, we may not like all the kind of speech that we see, we may disagree with it, that we have to figure out how to regulate it, how we're gonna solve the problem. The Ninth Circuit in the Berger decision that I – mentioned said the following: First Amendment protections are robust, yet at the same time fragile and precious. Often, government restrictions on speech seem perfectly reasonable at first glance and the encroachment on expression forgivable in pursuit of convenience or good manners, but 70 years of law, beginning with Hague vs. CIO has laid the basic principle that there a few government-owned areas of which public parks are the pre-eminent example in which values underline the First Amendment, favor communication among citizens over merely reasonable speech restrictions. And require and said that any regulation of speech be targeted at real problems and carefully calibrated to solve those problems. In other words, while some among them, the dissenters in this case might prefer a Truman Show version of pristine placidity in our public parks, our First Amendment jurisprudence rests on a very different vision.

COUNCILMAN BARLOW

May I just stop you there?

MAGGIE McLETCHIE

Sure.

COUNCILMAN BARLOW

Well, number one, it seems like you're – trying to rush through it. You don't have to rush –

MAGGIE McLETCHIE

Okay.

COUNCILMAN BARLOW

You can take your time.

MAGGIE McLETCHIE

We –, we've just been here so long.

COUNCILMAN BARLOW

I know.

MAGGIE McLETCHIE

I'm just sitting around waiting to go eat lunch. But thank you for that.

COUNCILMAN BARLOW

But we wanna make sure that you get everything that you need on the record, as well.

MAGGIE McLETCHIE

Thank you very much. I also appreciate that also.

COUNCILMAN BARLOW

So you don't have to, you know, feel as though you're being pressured, you're not. So you can take your time.

MAGGIE McLETCHIE

I'm also from the East Coast, so I talk really fast.

COUNCILMAN BARLOW

Okay. All right. I just wanted to let you know that. And, secondly, wanted to stop you for a moment just to ask a question in regards to the case study you just read in regards to public parks, and I know that Mr. Jerbic defined whether or not the Fremont Street Experience was a public park, was it a recreational venue, facility, so I – wanna ask a question in regards to the relevancy of –, one, Mr. Jerbic, is in fact Fremont Street Experience, according to case law, a public park, a recreational facility or entertainment venue. And, in relation to, McLutchie?

MAGGIE McLETCHIE

McLetchie.

COUNCILMAN BARLOW

Mcletchie. Ms. Mcletchie case study stating that she's referencing public park, so I wanna be able to see, if in fact, are they one in the same? Or, if in fact, they're separate?

BRAD JERBIC

It's actually none of the above. It's a traditional public forum, according to the courts. The case law is that all streets and sidewalks are traditional public forum. And the argument that was advanced by the ACLU in the first round of litigation was that you did not successfully take this area that was a street and sidewalk and convert it into a private non-public forum.

COUNCILMAN BARLOW

Okay. But give me – the short version. Is –

BRAD JERBIC

Right. Now parts of public forums –

COUNCILMAN BARLOW

– what is Fremont Street Experience considered?

BRAD JERBIC

It's – considered a public forum for purposes of what kinds of First Amendment activity are allowed and what kinds of restrictions and what test will be applied to those restrictions. That's what's considered by the courts. The word park, street, sidewalk, is irrelevant when it comes to the – big term. The big term is traditional public forum, which kicks in motion a test that says you have to have a substantial governmental interest in any regulation. It says that you have to leave alternative means of communication open if you do those regulations. And those regulations are limited to reasonable time and place and manner restrictions.

COUNCILMAN BARLOW

Okay. And you're not –

MAGGIE McLETCHIE

If –

COUNCILMAN BARLOW

I – just want to hear –

BRAD JERBIC

I think we're probably on the same page (inaudible)

COUNCILMAN BARLOW

– Ms. McLetchie, respond to that.

MAGGIE McLETCHIE

We're on the same page (inaudible) public forum and –

COUNCILMAN BARLOW

Okay.

MAGGIE McLETCHIE

– while this talks about public parks, the point is that they're both public forums.

COUNCILMAN BARLOW

Okay.

MAGGIE McLETCHIE

So they, the legal analysis for Berger is exactly, directly applicable here.

COUNCILMAN BARLOW

Okay.

MAGGIE McLETCHIE

When you're talking about places like public parks and places like Fremont Street, when the Ninth Circuit declared that Fremont was indeed a public forum, as we had urged, what they said is it's – the kind of area that is at the – heart of the kind of public area where the public exchange of information is protected at the highest level of degree of protection by the courts. The –

COUNCILMAN BARLOW

Okay.

MAGGIE McLETCHIE

It is a public forum, just like what was at issue in Berger.

COUNCILMAN BARLOW

Thank you.

MAGGIE McLETCHIE

So let me go on again. I don't think we disagree on the basic parameters of whether it's a public forum or what the law is, but I do want to reiterate, we heard a lot about the history of the – Fremont Street Experience and the Liability Company, the history of the development of the Fremont Street area, and a lot about the case law. And it is a very unique area. I don't want to be dismissive of the fact that it is, this is a different and unique area.

However, the fact that it's unique, doesn't change the constitutional analysis. As – Mr. Jerbic and I have agreed, it is in fact a public forum. We also agree obviously that – the government can enact reasonable time, place and manner restrictions, despite the fact that it is a public forum. However, there are certain limitations on that.

First of all, it has to be content neutral. And where you are allowing certain kinds of speech, Fremont Street Experience Limited Liability Company endorsed performances, and then regulating other kinds of performances to a very small area, our view, believe this is not content neutral. When something is not content neutral, it is – presumed unconstitutional and a very high test applies.

In addition to being content neutral, there are other requirements. It also has to be narrowly tailored to serve significant government interests and it may not burden more speech than necessary. This is almost a total ban. The actual area that's – left, that's carved out, is so small that it almost operates like a total ban. And so it is not narrowly tailored to serve a significant governmental interest.

In addition, we've heard a lot today about certain kinds of speech that we're concerned about. But this would reach a whole slock (sic) of activity. The total ban, for example, on solicitation

would stop me from handing out my membership materials on Fremont Street, unless I was in this very small area.

In addition, the third requirement is that when you're enacting time, place and manner restrictions, they have to leave open ample alternative channels and you have to be able to reach your audience. This just doesn't pass the muster. I read to you a quote from the Berger case, the Berger case I will provide, I can send this to you, Mr. Jerbic and to yourselves, after – today along with a – memo detailing some of the issues that have come up today –

COUNCILMAN BARLOW

And – as you mentioned these cases –

MAGGIE McLETCHIE

Mm-hmm.

COUNCILMAN BARLOW

– will you be submitting those to the Clerk, or are you just mentioning them on the record?

MAGGIE McLETCHIE

I'm just mentioning them. I can certainly – well, this has got my notes on it. I'm just mentioning them today. I will submit them. I will write, I will send you guys copies of these later, so that –

COUNCILMAN BARLOW

Okay. Please make sure you – send them to the –

MAGGIE McLETCHIE

To the Clerk as well. Sure.

COUNCILMAN BARLOW

– Clerk as well, so we can have that on the record.

MAGGIE McLETCHIE

I'm happy to do that.

COUNCILMAN BARLOW

Okay.

MAGGIE McLETCHIE

Thank you very much. In any case, the restrictions that Berger, they both required permits and they also relegated – street performers. It was about street performers, which I don't think is a big, one of the big concerns here. They relegated them to certain kinds of area and tried to control who would perform, where, when, to try to control some of the concerns. And it was struck down as unconstitutional. It didn't pass constitutional muster and it is far, it was far more permissive than what we're looking at today. I – heard, I listened with – interest to the argument, that this would be permissible because there are kiosks there, and you ban the

solicitation in certain areas of the kiosks. I don't think that's correct. I don't think that by putting up kiosks all over the public forum can you in essence justify a near total ban on speech. Another – myth that I should have pointed out, I wanted to discuss earlier, is that these laws are necessarily needed, to solve some of the problems. A lot of the problems we saw today on the – videos are things that we wouldn't necessarily object to people addressing in a constitutional manner, and there may actually be laws on the books.

For example, if that big huge, I forget which – group it was that was using it, but the big – structure that was there? If you're actually obstructing traffic, under County code, it's totally illegal. It's, that is not something we object to. If you're actually obstructing traffic, that is something that is not permissible. We don't need to pass a huge ban on activities on the Fremont Street Experience area just to prevent that kind of problem.

We've heard examples from Mr. Jerbic about assault. Again, there's (sic) obviously assault laws on the books that we can go after if someone is truly being, is – truly assaulting somebody. In terms of aggressive solicitations, we've never sued about aggressive solicitation. And we don't – object to aggressive solicitation laws. And so, if somebody won't let you pass, if someone's engaging in that kind of activity, we certainly do, at the ACLU, do not object to those laws being enforced and those kinds of activities. While the speech can't – be banned and can't be, and it's very difficult to regulate the speech under the law, you certainly can go after someone for aggressively soliciting.

I – mentioned, I also mentioned the obstruction of traffic. We've dealt with this issue on the Strip. You can't, for example, you asked me some questions about signs and we litigated a case and eventually settled it, regarding street creatures on the – Las Vegas Strip. And they tr – they did have a law on the books that said signs couldn't be a certain size, and you couldn't be in

certain areas. And in the end, we came to an agreement where we just figured out a way to ban actual obstructing. So there wasn't, there was, there's not a sign limit per se, but you cannot obstruct traffic on the Strip. And the same would be possible on Fremont Street.

A few – follow up points. I wasn't here last time. Mr. Lichtenstein was here and he would have been here today but he's at the – County dealing with a work card issue. But the Santa Monica ordinance I understand that this law, that these proposed ordinances were based in part on the Santa Monica ordinances. Those ordinances are nothing like what we have before us today. Like the Berger case, they're much more – permissive. For example, they limit street performers to be within certain, within – a certain distance of bus – stops, but the – vast majority of the area of the Promenade and the – Pier area are actually open to free expression. In addition, the permitting scheme and the other restrictions at issue in Santa Monica, they haven't been reviewed by the courts. What has been reviewed by the courts, what is binding law and a – binding interpretation of the constitution that the City of Las Vegas needs to consider is the Berger case. Because that's what the, when the, that's, I think the most direct case on point, save the Fremont Street cases that we've litigated, it's the most direct case on point.

Last time, we, they discussed I think some examples about airports where brought up. There were a few other examples today, I think, about maybe a state – fair. Those areas are not public forum. So the kinds of – deference to speech that courts give are not given in those kind of context. Airports are not a public forum, so it's – much easier to regulate speech there obviously.

The final point I want to bring up is attorneys' fees. I'm here before you today, obviously Mr. Jerbic and I have some disagreements about how the constitutionality of this law and I understand that he's your attorney. But we've been before the City Council before, on all of

these issues. And we always try to come and testify and talk about issues before you litigate them. In the past we've said that – ordinances were unconstitutional, they've been passed anyway. Then we've gone to court and then we've won. And then you've, new ordinances have been proposed. We said, hey, guys, we think they're unconstitutional, we're willing to work with you, but we don't think they're going to – withstand constitutional scrutiny. The City Council passes them anyway, we go to court, eventually we win and here we are again.

This case, in some iteration, has been litigated for a decade and a half. Over $250,000 of attorneys' fees have (sic) been paid out to the ACLU. I understand that there's an argument that, hey, Fremont Street Experience Limited Liability Company is paying those, the ACLU isn't paying those, so it doesn't really matter. It does matter. Because if we can afford to just throw away money on – legal costs and attorney fees, then you should be charging them more on the lease.

But more importantly, it's a waste of judicial resources and, of course, the City Council shouldn't be doing things that violate the constitution. The, I – believe you've taken an oath to uphold the Constitution of the United States and when something's unconstitutional, it shouldn't go onto the books just for us to litigate it, go to court, win, get attorneys' fees and then come back here. I mean, we, we've been around this block so many times that I really, really urge you to hold off on recommending this for action – I think that we, you know, we're always willing to sit down with Mr. Jerbic and talk and try to figure out if there's other ways we can – come to an agreement with all these concerns. In addition, we are, and we are actually in settlement negotiations right now with a United State Magistrate Judge, who just contacted the parties, I think yesterday or the day before, to try to figure out when we can meet again. And we're negotiating in good faith there. We were actually pretty blindsided that this even came up,

because Fremont Street Experience Limited Liability Company, the ACLU and the City are all party to those negotiations. I actually can't discuss the contours of what we're talking about there, because it's protected, but those are ongoing. And a – judge's already expended significant time in trying to work – this out between the parties and so I'm, I just don't think that this is the right time for the City Council to just go and do its own thing over constitutional objections by the ACLU. Again, $250,000 of attorneys' fees, you know, I – enjoy coming here today and testifying in front of you, and I also enjoy litigating. The only people who's interested in, is in actually passing these unconstitutional laws, on some level, is the ACLU, because we can go to court, win and get attorneys' fees. But rather than talk about this for another 15 years or another – 30 years or another hundred years, I think the best thing for us to do is to actually come together and try to resolve people's concerns in a way that comports with the Constitution. I understand that Fremont Street, the Fremont Street Experience area is a unique area. I understand that there are concerns about some things that go on – down there. But the First Amendment applies and we need to figure out a way to comply with the Constitution when we're – trying to take care of things down there.

Unless you have any questions, that's all I have.

COUNCILMAN BARLOW

Councilman?

COUNCILMAN ANTHONY

I have a question.

MAGGIE McLETCHIE

Sure.

COUNCILMAN ANTHONY

So – from your standpoint, it would be constitutional for, let's say four people to go down to Fremont Street Experience, set up a drum – set, guitars and start playing and have a bucket and people throw money in it? That would be, as far as you're concerned, that's a First Amendment right for somebody to do that?

MAGGIE McLETCHIE

As far as I'm concerned, and more importantly, as far as the Ninth – Circuit is concerned.

COUNCILMAN ANTHONY

So you're – saying the Ninth Circuit Court of Appeals has ruled that that is permissible activity?

MAGGIE McLETCHIE

They have ruled that street performers are protected under the First Amendment and that both passive and active requests for tips are also protected. They – and I'm happy to share this – I'll be sure to send this around, but yes, that is my position, that is the position of the Ninth Circuit. So, street performers are protected.

COUNCILMAN ANTHONY

But there's – also the – stipulation that there's time, place and manner restrictions that could be put into place; correct?

MAGGIE McLETCHIE

That is correct.

COUNCILMAN ANTHONY

That is correct. So – putting them in a free speech zone –

MAGGIE McLETCHIE

Mm-hum.

COUNCILMAN ANTHONY

– as a, that – would be a place – restriction, could be constitutional?

MAGGIE McLETCHIE

It could be.

COUNCILMAN ANTHONY

Could be.

MAGGIE McLETCHIE

If it were content neutral, which it isn't, because some performers are allowed to go perform on a stage. And whenever you're picking between kinds of speech, it's necessarily not content neutral. And so because you're allowing some – people to perform there and not others, arguably it's not even content neutral. So, it's unconstitutional out of the gate.

Second of all, you have to look at whether or not it's narrowly tailored and whether or not it leaves ample alternatives to, for people to express themselves. And I – my argument is that that area is so small, it, with respect to the Fremont Street area at large, that it wouldn't pass muster. In the – law at issue in – Seattle, in the Berger case that I keep talking about, there were kind of areas all throughout, on the actual (inaudible). They weren't off to one – relegated small area off to the side. And even that didn't pass constitutional muster. And so, yeah, (inaudible) I do not believe that that passes muster because I think it's too small an area and I don't think it passes the constitutional test.

COUNCILMAN ANTHONY

Thank you.

COUNCILMAN BARLOW

So, just to piggy back off of the Councilman just shared, if the area were larger, then would it, what do you think the Ninth Circuit position would be if the area were larger?

MAGGIE McLETCHIE

Well, if the area were larger, arguably then the alternative channels to communication problem may be, that – part of the test may be easier to pass. However, arguably it'd still be, it wouldn't be constitutional. It'd be subject to strict scrutiny, because it's not content neutral, because you're allowing to, you're allowing some speech and disallowing other speech. And so where you're going to have this reasonable time, place and manner restriction always have to be content neutral. If they're not content neutral, they're not okay. No matter how big or small the area is.

COUNCILMAN BARLOW

Okay. Well, thank you, –

MAGGIE McLETCHIE

Thank you.

COUNCILMAN BARLOW

Ms. Mcletchie.

MAGGIE McLETCHIE

Thank you very much. Very good that time.

COUNCILMAN BARLOW

All right. Is there anyone else here, willing to speak, on this item? If so, please come forward and state your name for the record? Mr. Jerbic?

BRAD JERBIC

(Inaudible), I'd just like to, for want of a better word, have a final word. I – don't want to say that I disagree with a lot of things that were represented by the ACLU (inaudible) regarding the Mall entertainment. You know, you gotta read these cases, you gotta read the circumstances where the conduct occurred, you gotta read the type of conduct that occurred. There may very well be a lot of conduct, as I said earlier, that because there's a cross over in solicitations or some kind of expressive activity that's given protection. When I look at Robot man up here, he jumps off his pedestal and chases tourists away, for taking his video. When you look at the Kiss guys, Tasering somebody who disagrees with him over a $20 tip. I think we're gonna have some serious disagreement over what's protected there and what isn't.

But I think that doesn't really matter. It doesn't really matter if we don't have the (inaudible). That's the beauty of this ordinance. We don't have the (inaudible), where you cross the line between protected entertainment and unprotected entertainment. Where you cross the line between protected solicitation and arguably, you know, solicitation that might be limited in some (inaudible) zone. It's all lumped into one category. We're just going to presume for a moment, just presume for a moment, that there may be is some protection associated with some or all of the Mall entertainment. We're treating it all like, putting it all in the First, all in the free expression zone. Whether it has a solicitation component or not. The solicitation – goes in the free expression zone.

As far as the size of the zone, there's no evidence that they're too small. If anything I think they may be bigger than necessary. But the fact of it is, I put it on the record, this is a little bit fluid. If it turns out that these zones aren't big enough, for whatever reason, don't provide an alternate

means of – reaching, or (inaudible) communication, you know, we'll look at them and they'll be expanded. You know, we're gonna monitor this and we're gonna watch it.

But I also want to say one thing about the First Amendment and the Constitution. You know I went to law school a long time ago. And what the law said the First Amendment to the Constitution was then is different what the law says, and First Amendment says now. It's the same First Amendment. Hasn't changed one bit in 230 years. Of course, interpretation of it has changed. You know, for the first 200 years of this country, you had more (inaudible) for purposes of solicitation prohibited around the country. Solicitation and begging or panhandling (inaudible), it was pretty amazing. (Inaudible) changed our mind, or looked at in a different way and the field of law began to evolve. And it's not really evolved at the Supreme Court level; it's evolved at the Circuit level. You find some circuits, you, an ordinance like this completely different than maybe the Second Circuit or the Seventh Circuit or another Circuit.

And I don't think there's anybody who can wrap themselves in the American flag and say this is the First Amendment, it's carved in stone and this is what it means. Because most of this is developed as a result of these kinds of ordinances and this kind of litigation. And I don't think of all those people who have been upheld, that the ACLU was insecure when they lost. And I think of all those cities that lost, I don't think they were insecure when they thought they were taking their best shot at reading the law and what it said at that moment in time. That's just the reality of this kind of litigation. And when you talk about winning some and losing some, the taxpayers haven't paid a dime for the attorneys' fees. The ACLU is correct; the Fremont Street has picked it up. The taxpayers have picked up the cost of my salary for this presentation, Mr. Steed's salary for drafting these ordinances and the like. But that's been the cost to us and that's gonna continue to be the relationship as we get into probably the next round of litigation.

But when you talk about where to draw the line? You know, we could say, hey, we won at the District Court level, ACLU, in 1997. You throw in the towel. They say, oh no, we're gonna appeal. We won, now you throw in the towel. They go back to District Court, we win, you throw in the towel. We go back up there and you throw in – where does this end? That's a silly argument. It's a silly argument for why you shouldn't litigate or not. Why you shouldn't promulgate an ordinance or not.

You know, you have the responsibility that organizations that challenge ordinances don't have. You have a responsibility to govern. You have the responsibility to look at the big picture. And there's tension between these things and there always will be. It's just the nature of our country and the laws. But what I'm asking you today is to look at this ordinance from that perspective and ask yourself is your responsibility as the governing body of the City of Las Vegas, is this, is there a problem? If you don't think there is, toss this out now and tell me. If you think there is a problem, then ask yourself is this the right measured solution to that problem. And if you think it is, I ask that you pass it out with a do pass with the following amendments.

One, Mr. Steed slipped me a note, because he's a clever fellow who reads when I don't, Line 18, Page 5 also has a reference to leafleting that needs to be stricken. Line 24, Page 5 says leafleting and, needs to be stricken and the word and needs to be added to Line 23. That will make it clear that leafleting is not restricted to these free expression zones. And, finally, –

COUNCILMAN ANTHONY

(Inaudible)

COUNCILMAN BARLOW

Eighteen and 24.

BRAD JERBIC

I'm sorry. Line 18, Page 5 –

COUNCILMAN ANTHONY

Absolutely. Thank you.

BRAD JERBIC

– that word leafleting, just cross that word out and then on 24, take out that whole Line 24 and add that word and after Line 23. The, Mr. Steed has also suggested and, with your permission, I don't have the exact language, we would like to include some language in the ordinance that makes it clear that leafleting is permitted in the Pedestrian Mall. Not just remove the prohibition, but add an express permissive section. And with that proposed First Amendment, I'd ask you to consider it as pass or do pass at this point.

COUNCILMAN BARLOW

Okay. Is there anyone else here wishing to speak on this item? Seeing none. Councilman, open for discussion.

COUNCILMAN ANTHONY

Good presentation. Lot more informed now. Thanks for coming down to give your –

MAGGIE McLETCHIE

Thank you.

COUNCILMAN ANTHONY

– side. I – did have, when I was walking in here, I did have a problem with the leafleting portion, because that, to me that is, I mean, it – is a public forum down there. So, for somebody to have the ability to exercise their First Amendment right, to go down to Fremont Street to pass out a save the whale leaflet, I think that's – appropriate under the First Amendment. They should be doing that. So I'm glad you're – taking that out. I'm also glad to hear that you're actually going to put it in there as permissive activity. I'd – still like you to just make sure that the – definition of leafleting is – very clear to anybody who reads it.

BRAD JERBIC

Again, Councilman, another alternative is we can just take out that definition altogether, since it's somewhat irrelevant now. I mean, there's two ways to go. Just take out the definition of leafleting and don't define the conduct and, as a matter of law, it's permissive. Or define it and take it out of the exceptions right now and put a little sentence in saying this is leafleting, here's how it's defined and this is perfectly allowable. Either way.

COUNCILMAN ANTHONY

It seems to me – it should be defined. Because I, I mean, how are the police gonna know somebody's leafleting or not. You know, 'cause ultimately somebody's, it's gonna have to be

enforced. So, I think that needs to be really defined so that when the cop or security shows up, that person's leafleting, that's okay, leave them alone. Does that make sense?

BRAD JERBIC

Yeah.

COUNCILMAN ANTHONY

Okay. So, I'm glad to hear that, but what's – different is the – soliciting and mall entertainment, to me, is not so much speech as it's – commercial activity. I mean, that's really what, what's happening down there. People are going down to Fremont Street and they're soliciting, and entertaining to make a buck. I mean, that's – what's happening. And if you don't regulate that, there's gonna be mass chaos down there. I mean, anybody's gonna be able to do it and I think the Fremont Street Experience and the City of Las Vegas has a responsibility to decide who's gonna set up a commercial enterprise down there and who doesn't set up a commercial enterprise. So, –

BRAD JERBIC

Let me – stop you there, Councilman. Because we need to make the record real clear on this. I respect what you're saying and I think that there is a certain, certainly a case to be made that, you know, any, a lot of people who solicit aren't doing it always for charity or something. It doesn't matter, under the Constitution whether it's for charity –

COUNCILMAN ANTHONY

Okay.

BRAD JERBIC

– or themselves.

COUNCILMAN ANTHONY

That's a good point.

BRAD JERBIC

It's just protected. And so I would urge you rather than make a record that we're looking at commercial speech that we just think needs to be regulated, we need to look at the – conduct itself and its affect on the Mall. And take it from that point of view. Does it interfere with pedestrian traffic? Does it interfere with the commercial/economic nature? Does it interfere with the aesthetics? Does it interfere with all those things the Circuit said we can? And if you feel it does that, in spite of its being constitutionally protected, then I think we need to look at whether or not this is reasonable time, place and manner.

COUNCILMAN ANTHONY

Okay. Well, I do think it – causes problems down on Fremont Street Experience and I – think this is a, it seems to me this is a good compromise. You're not completely banning that activity. You're allowing it to go into one particular area and if somebody on Fremont Street wants to go over there and listen to them and participate in their entertaining and their soliciting, they're very

free to do that. But I – think if you don't – regulate that activity, you're, I mean, you can't have chaos down on – people go down to Fremont Street for a particular experience and you can't have mass chaos down there and I think this helps.

BRAD JERBIC

And I want to say that – I think we need to define the term chaos too. It's chaos in the terms of literally shooing people away from businesses and the commercial opportunity, if it's chaos in the sense that they block pedestrian traffic, they detract from the aesthetics of the Mall; if that's, if all that is what you intend by the definition of the word chaos, then I – think that's appropriate. And it's just a matter of we don't like it or we find it distasteful. That's not something governments get to consider.

COUNCILMAN ANTHONY

That's correct.

COUNCILMAN BARLOW

Councilman, do you have a motion?

COUNCILMAN ANTHONY

My **motion will be to forward this to the entire City Council** –

COUNCILMAN BARLOW

As amended?

COUNCILMAN ANTHONY

As amended.

COUNCILMAN BARLOW

Okay. All in favor.

COUNCILMAN ANTHONY

Aye.

COUNCILMAN BARLOW

Aye. **(Motion carried unanimously.)**

VAL STEED

That's with a – do pass recommendation?

COUNCILMAN ANTHONY

Yes.

VAL STEED

Okay.

COUNCILMAN BARLOW

That is **with a do pass recommendation**.

VAL STEED

Thank you.

BRAD JERBIC

And thank you for the extraordinary amount of time you allowed us to build the record.

COUNCILMAN BARLOW

Okay. Thank you.

END OF DISCUSSION)

/gpb/vs;ac

FIRST AMENDMENT

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

Submitted after final agenda
Date 5/13/2010 Item 69

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 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.

[(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 such activities are conducted or authorized by The Fremont Street Experience Limited Liability Company[;] or consist of expressive conduct taking place in a free expression zone pursuant to 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) In connection with expressive conduct described in 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) 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) Within the Pedestrian Mall, the following expressive conduct is permitted only in a free expression zone:

(1) Solicitation, as defined in LVMC 10.44.010; and

(2) 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.

. . .

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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 8-5-10
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 amended and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

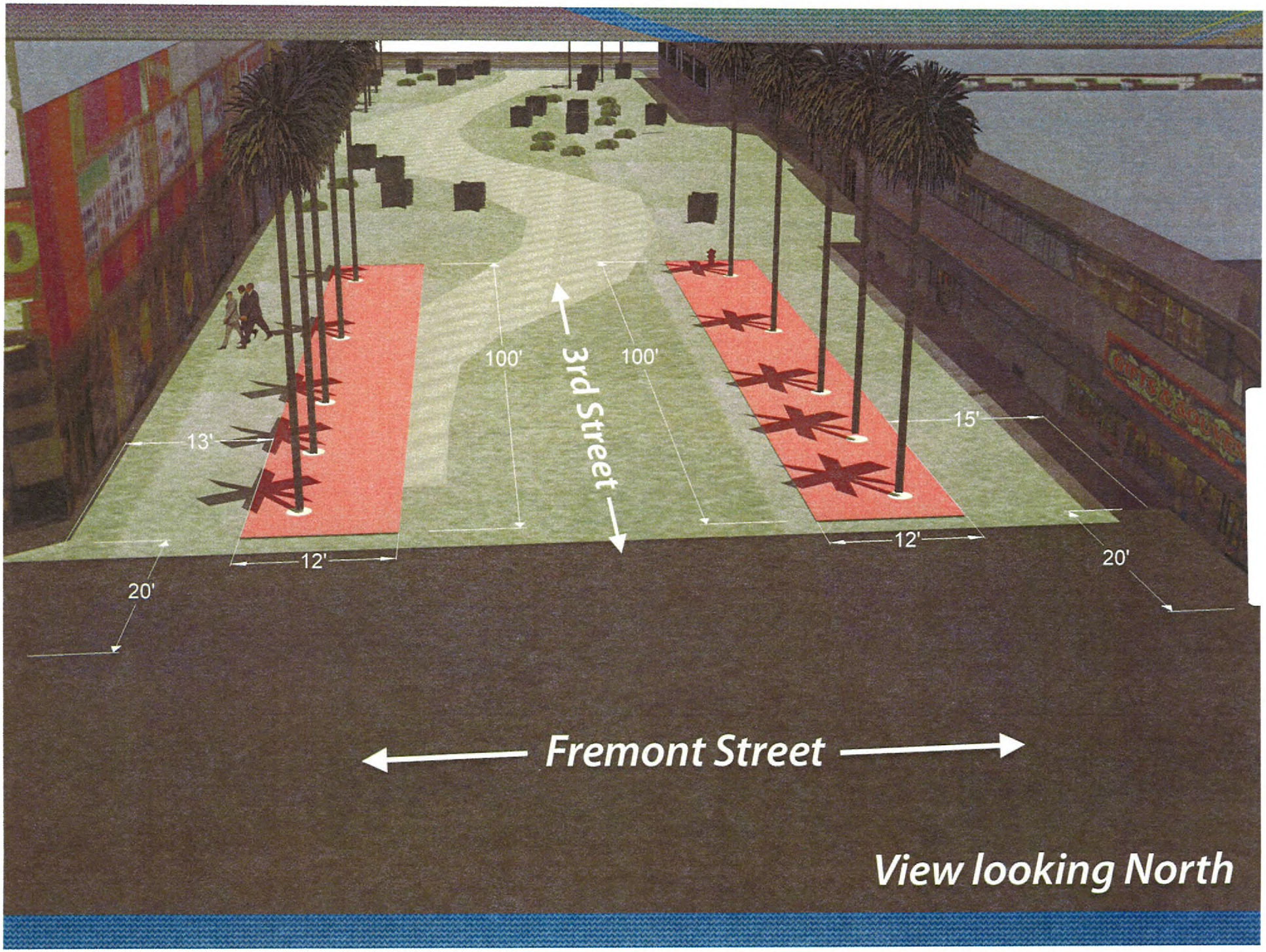
100'
3rd Street
100'
13'
15'
12'
12'
20'
20'
Fremont Street
View looking North

Exhibit A

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

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:
ADOPTION at 9/1/2010 City Council meeting pursuant to the 8/17/2010 Recommending Committee.

First Reading – 8/4/2010; First Publication – 8/20/2010

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.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**
SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

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:
ADOPTION at 9/1/2010 City Council meeting pursuant to the 8/17/2010 Recommending Committee.

First Reading – 8/4/2010; First Publication – 8/20/2010

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.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

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:
ADOPTION at 9/1/2010 City Council meeting pursuant to the 8/17/2010 Recommending Committee.

First Reading – 8/4/2010; First Publication – 8/20/2010

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.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

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. Sponsored by: Councilman Gary Reese

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:
ADOPTION at 9/1/2010 City Council meeting pursuant to the 8/17/2010 Recommending Committee.

First Reading – 8/4/2010; First Publication – 8/20/2010

BACKUP DOCUMENTATION:
1. Bill No. 2010-37
2. Fee Tables
3. Business Impact Statement
4. Bill No. 2010-37 First Amendment
5. Documentation from the National Association of Industrial Office Properties (NAIOP) by Suzette La Grange

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.

Sponsored by: Councilman Gary Reese

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	$ 4,994	$ 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
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	$ 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
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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
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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
			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
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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
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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	$ 2,169	$ 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:		*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		$ 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	$ 0.105	$ 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	$ 10,646	$ 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	$ 0.058
			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	$ 0.015	$ 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		$ 621	$ 621	$ 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	$ 0.085	$ 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		
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
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		$ 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 se - 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

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
			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
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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:		*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:		*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		$ 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	$ 3,389	$ 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: 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
			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	$ 0.135	$ 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
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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:		*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:		*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		
			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
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:* 1.35		*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+ sto es) - 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		

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:		*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	$ 0.175	$ 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		$ 20,620	$ 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
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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

City of Las Vegas
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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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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

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)*						
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

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)*						
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

FIRST AMENDMENT

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.

Sponsored by: Councilman Gary Reese

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

Submitted At Meeting

Date 8/17/19 Item 6

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

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 other than 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 other than 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. Following the completion of the review, the Building Official will present the results of the review to the City of Las Vegas Building and Safety Enterprise Fund Committee for consideration in accordance with NRS 354.59893. 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: 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 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:

_____
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 amended 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	$ 4,994	$ 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	$ 573	$ 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	$ 11,694	$ 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
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	$ 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
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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
			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
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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	$ 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
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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	$ 2,169	$ 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	$ 605	$ 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	$ 1,305	$ 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	$ 0.105	$ 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: 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		$ 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	$ 13,706	$ 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	$ 10,646	$ 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: 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		
			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	$ 0.076	$ 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: 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	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	$ 0.078	$ 3,850	$ 0.089	$ 4,391	$ 0.099	$ 4,593	$ 0.104	$ 4,931	$ 0.111		
			50,000		$ 5,864	$ 5,864	$ 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	$ 0.103	$ 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	$ 0.051	$ 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	$ 0.056	$ 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	$ 786	$ 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: 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	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	$ 0.165	$ 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: 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		$ 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: 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
			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: 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		$ 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: 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	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	$ 30	$ 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	$ 0.085	$ 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		
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		

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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: 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		$ 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	$ 0.135	$ 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: 1.00		*Relative Effort Factor:* 1.14		*Relative Effort Factor:* 1.30		*Relative Effort Factor:* 1.38		*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		
			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	-	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
			-		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
			-		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		

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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: 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		$ 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	$ 3,389	$ 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	$ 0.358	$ 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	$ 0.132	$ 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	$ 42,318	$ 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	$ 0.091	$ 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: 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
			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	$ 0.138	$ 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: 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		$ 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	$ 0.336	$ 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	$ 12,726	$ 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: 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		$ 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- TI	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	$ 2,528	$ 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	$ 159	$ 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:* 1.35		*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	$ 13,126	$ 0.350	$ 13,734	$ 0.366	$ 14,744	$ 0.393		

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
			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	$ 0.548
			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	$ 117,359	$ 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	$ 0.428	$ 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

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		$ 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	$ 0.643	$ 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	$ 0.448	$ 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	$ 0.295	$ 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		$ 146	$ 146.50	$ 0.375	$ 166	$ 0.428	$ 189	$ 0.488	$ 198	$ 0.510	$ 212	$ 0.548
			400		$ 258	$ 259	$ 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
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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:		*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	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	$ 0.116	$ 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		$ 20,620	$ 20,620	$ 0.137	$ 23,507	$ 0.157	$ 26,806	$ 0.179	$ 28,043	$ 0.187	$ 30,103	$ 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	$ 0.151	$ 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	$ 2,677	$ 2,677	$ 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	$ 86,580	$ 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
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
			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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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**
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

City of Las Vegas
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Building & Safety Department

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

City of Las Vegas
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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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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	$ -

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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)*						
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
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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

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)*						
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		

NAIOP Southern Nevada Chapter
Concerns Regarding City of Las Vegas
Proposed Building & Safety Permit Fee Increases
Tuesday, August 17, 2010 – Recommending Committee Meeting

1. Staff salaries have increased between 40% - 70% from 2007 to 2009
2. Staff salaries are much higher than any other municipality for the same position
3. City of Henderson staff took pay cuts in 2009, all salaries increased in City of Las Vegas for 2009
4. Fee increases are being proposed to offset increases to already bloated salary, but not to increase service delivery to the development and business community
5. There are fewer people allocated to do the work at a higher cost per person. Service delivery will not improve without property staff to handle the work load. The City can't keep laying off employees. Instead salaries need to be adjusted to market conditions of other jurisdictions at a minimum, but even more so to the building/construction industry private sector
6. If salaries can not be adjusted, the city should consider outsourcing the building & safety department functions to a private entity that will be contractually obligated to deliver their services in a timely manner according to existing codes or face being replaced.
7. Extraordinary plans check and inspection time should be eliminated. It is very vague and open to abuse of interpretation.
8. Appeals board to be created with industry and department staff. This would diminish cronyism and is a process used by many other jurisdictions.
9. Minimum standard turnaround time guidelines to be established for over the counter tenant improvements and building permits
10. Building inspections to be handled the next day
11. How can a completely revised "cost-based" fee structure provide a 25% increase in current fees across the board?
12. The Fee Types charts are virtually indecipherable and not consistent. For example, these three types of building shells should take a similar amount of time to plans check and inspect, but per the charts, the four walls of an office zoned property take 55% more time to inspect compared to a retail shell building, and 26% more time to plans review than an industrial building.

20,000 SF Shell Building	Plans Check	Hours	Permits/Inspections	Hours	Total Fees
Office	$ 1,987	12.4	$ 7,136	44.6	$ 9,123
Retail	$ 1,896	11.9	$ 4,585	28.7	$ 6,481
Industrial	$ 1,574	9.8	$ 3,815	23.8	$ 5,389

Warehouse/storage buildings are not allowed as shell buildings Why not?
Hours are calculated by dividing the fee by $160 to derive number of hours associated with that service.

Submitted At Meeting
Date 8/17/10 Item 6

In this scenario, the same office building would cost more to permit if you built it as a shell building with common areas (expanded shell), than if you built it with all interior improvements done at the same time.

25,000 SF Office Building	Plans Check	Hours	Permits/Inspections	Hours	Total Fees
Shell Only	$ 1,987	12.4	$ 7,136	44.6	$ 9,123
Shell & Common Areas	$ 3,368	21.1	$ 8,265	51.7	$ 11,633
Shell & All Tenant Improvmts	$ 2,613	16.3	$ 8,793	55.0	$ 11,406
25,000 SF TI Only (after shell)	$ 1,454	9.1	$ 3,672	23.0	$ 5,126
Phasing of Interior Improvements & Changes to Permit/Inspection Costs					
Shell then TI's	$ 3,441	21.5	$ 10,808	67.6	$ 14,249
Shell & C/A, then TI's	$ 4,822	30.1	$ 11,937	74.6	$ 16,759
Shell & all TI's at same time	$ 2,613	16.3	$ 8,793	55.0	$ 11,406

NAIOP has serious concerns about the increased fee proposal. It is merely a band-aid for a much deeper problem relating to staff pay. NAIOP does not oppose going to a "cost-based" structure and paying the "reasonable", industry standard fees that would be associated with those services.

City of Las Vegas Pay Rates
www.transperentnevada.com

Name	Position	Jurisdiction	Total Pay & Benefits	Year	Inc. from 2007 to 09 %	Inc. from 2007 to 09 $
Chris Knight	Director, Building and Safety	Las Vegas	$251,080.68	2009	65%	$ 62,475.81
Chris Knight	Director, Building and Safety	Las Vegas	$224,074.19	2008		
Paul Wilkins	Director, Building and Safety	Las Vegas	$188,604.87	2008		
Paul Wilkins	Director, Building and Safety	Las Vegas	$152,470.13	2007		
Rodney Clark	Plans Examination Supervisor	Las Vegas	$167,631.76	2009	53%	$ 57,874.47
Rodney Clark	Plans Examination Supervisor	Las Vegas	$172,150.47	2008		
Rodney Clark	Plans Examination Supervisor	Las Vegas	$109,757.29	2007		
Lilian Beltran	Structural Plans Examiner	Las Vegas	$145,726.33	2009	47%	$ 46,856.07
Lilian Beltran	Structural Plans Examiner	Las Vegas	$138,748.38	2008		
Lilian Beltran	Structural Plans Examiner	Las Vegas	$98,870.26	2007		
Elden Severin	Plans Examiner II (X)	Las Vegas	$139,909.31	2009	67%	$ 56,158.71
Elden Severin	Plans Examiner II (X)	Las Vegas	$126,824.04	2008		
Elden Severin	Plans Examiner II (X)	Las Vegas	$83,750.60	2007		
Nenad Mirkovic	Structural Plans Examiner	Las Vegas	$139,512.71	2009	40%	$ 40,197.73
Nenad Mirkovic	Structural Plans Examiner	Las Vegas	$92,453.01	2008		
Nenad Mirkovic	Structural Plans Examiner	Las Vegas	$99,314.98	2007		
Jeffrey Kleitz	Plans Examiner II (X)	Las Vegas	$138,005.79	2009	70%	$ 56,629.48
Jeffrey Kleitz	Plans Examiner II (X)	Las Vegas	$129,552.14	2008		
Jeffrey Kleitz	Plans Examiner II (X)	Las Vegas	$81,376.31	2007		
Donald White	Plans Examiner II (X)	Las Vegas	$138,002.39	2009	63%	$ 53,080.96
Donald White	Plans Examiner II (X)	Las Vegas	$124,517.66	2008		
Donald White	Plans Examiner II (X)	Las Vegas	$84,921.43	2007		
Azarang Mirkhah	Fire Protection Engineer	Las Vegas	$169,187.19	2009	64%	$ 65,939.07
Azarang Mirkhah	Fire Protection Engineer	Las Vegas	$162,006.62	2008		
Azarang Mirkhah	Fire Protection Engineer	Las Vegas	$103,248.12	2007		
Kenneth Miller	Assistant Fire Protection Engineer	Las Vegas	$154,119.23	2009	60%	$ 57,749.65
Kenneth Miller	Assistant Fire Protection Engineer	Las Vegas	$144,857.55	2008		
Kenneth Miller	Assistant Fire Protection Engineer	Las Vegas	$96,369.58	2007		
Scott Zeimen	Assistant Fire Protection Engineer	Las Vegas	$149,871.61	2009	62%	$ 57,507.00
Scott Zeimen	Assistant Fire Protection Engineer	Las Vegas	$139,969.60	2008		
Scott Zeimen	Assistant Fire Protection Engineer	Las Vegas	$92,364.61	2007		
Timothy Stickler	Fire Prevention Inspector II (X) (ER)	Las Vegas	$150,817.20	2009		
Norman Peterson	Fire Prevention Inspector II (X) (ER)	Las Vegas	$150,555.33	2009		
Edward Ballard	Combination Inspector	Las Vegas	$145,547.49	2009		
Dennis Rogers	Combination Inspector	Las Vegas	$144,505.88	2009		
John Simpson	Sr Construction Inspector	Las Vegas	$144,191.65	2009		
Ronald Gier	Combination Inspector	Las Vegas	$142,569.32	2009		
Herbert Tyler	Combination Inspector	Las Vegas	$141,863.33	2009		
Thomas Craig	Combination Inspector	Las Vegas	$141,697.50	2009		
Edwin Hoar	Sr Construction Inspector	Las Vegas	$139,710.04	2009		
Alan Parmer	Construction Inspector II (X)	Las Vegas	$139,337.40	2009		
Mark Christensen	Sr Construction Inspector	Las Vegas	$139,279.66	2009		
Drake Cherry	Fire Prevention Inspector II (X) (ER)	Las Vegas	$138,943.60	2009		
Gerald Davis	Combination Inspector	Las Vegas	$138,666.53	2009		
Gregory Shoemake	Combination Inspector	Las Vegas	$136,916.47	2009		
Gary Kight	Combination Inspector	Las Vegas	$136,477.37	2009		
Tony Severin	Combination Inspector	Las Vegas	$135,105.74	2009		
David Marsili	Fire Prevention Inspector II (X) (ER)	Las Vegas	$134,683.86	2009		
Dennis Bergquist	Fire Prevention Inspector II (X)	Las Vegas	$133,836.88	2009		

John Werbick	Combination Inspector	Las Vegas	$133,672.29	2009
Robert Randolph	Combination Inspector	Las Vegas	$133,374.76	2009
Joseph Humphrey	Combination Inspector	Las Vegas	$133,311.17	2009
Frederick Zimmerm	Combination Inspector	Las Vegas	$133,117.93	2009
Kurt Johnson	Fire Prevention Inspector II (X)	Las Vegas	$132,586.90	2009
Howard Ross	Fire Prevention Inspector II (X)	Las Vegas	$131,936.61	2009
Paul Burkin	Construction Inspector II (X)	Las Vegas	$131,868.00	2009
Robert Shaver	Fire Prevention Inspector II (X)	Las Vegas	$131,867.57	2009
Kenneth Kotora	Combination Inspector	Las Vegas	$131,570.89	2009
Tyrol Larsen	Combination Inspector	Las Vegas	$131,301.87	2009
Jim Shadrick	Combination Inspector	Las Vegas	$130,948.30	2009
Kenneth Sarabia	Combination Inspector	Las Vegas	$130,919.33	2009
Paul Smith	Fire Prevention Inspector II (X) (ER)	Las Vegas	$130,065.98	2009
John Solvie	Environmental Compliance Inspector II (X)	Las Vegas	$129,221.55	2009
Mark Montoya	Environmental Compliance Inspector II (X)	Las Vegas	$129,041.99	2009
Val Sharp	Sanitation Billing Inspector II	Las Vegas	$128,568.23	2009
Robert Jeannotte	Construction Inspector II (X)	Las Vegas	$128,518.38	2009
Suzanne (Sue) Peck	Sanitation Billing Inspector II	Las Vegas	$128,446.76	2009
Michael Cutler	Combination Inspector	Las Vegas	$128,374.27	2009
Rafael George	Sanitation Billing Inspector II	Las Vegas	$126,929.58	2009
Ronald Kupisch	Construction Inspector II (X)	Las Vegas	$126,687.58	2009
Nikki Whealan	Fire Prevention Inspector II (X) (ER)	Las Vegas	$125,203.52	2009
Michelle Therien	Sanitation Billing Inspector II	Las Vegas	$125,026.59	2009
Zachery Collins	Fire Prevention Inspector II (X) (ER)	Las Vegas	$123,154.09	2009
Sherri Wilcox	Fire Prevention Inspector II (X) (ER)	Las Vegas	$122,622.71	2009
Reginald Mccollins	Fire Prevention Inspector II (X) (ER)	Las Vegas	$122,560.65	2009
Richard O'Brien	Combination Inspector	Las Vegas	$122,172.02	2009
Joseph Sutton	Environmental Compliance Inspector II (X)	Las Vegas	$122,039.02	2009
Martin Hansen	Construction Inspector II (X)	Las Vegas	$121,406.96	2009
James Norris	Fire Prevention Inspector II (X) (ER)	Las Vegas	$120,776.59	2009
Warwick (Wick) Ha	Sanitation Billing Inspector II	Las Vegas	$120,133.19	2009
Gregg Gallegos	Code Enforcement Inspector	Las Vegas	$120,076.65	2009
Douglas Wooddy	Construction Inspector II (X)	Las Vegas	$119,398.22	2009
Troy Crosland	Construction Inspector II (X)	Las Vegas	$119,072.32	2009
Iva Smith	Construction Inspector II (X)	Las Vegas	$118,433.08	2009
Robert Bell	Construction Inspector II (X)	Las Vegas	$118,168.72	2009
Jonathan Lee	Combination Inspector	Las Vegas	$115,465.45	2009
Richard Rozier	Fire Prevention Inspector II (X) (ER)	Las Vegas	$114,584.39	2009
Gregory Crawford	Fire Prevention Inspector II (X)	Las Vegas	$113,499.89	2009
Laurence Kusler	Fire Prevention Inspector II (X) (ER)	Las Vegas	$113,471.04	2009
Sandy Herrington	Traffic Barricade Inspector II (X)	Las Vegas	$111,560.01	2009
Kellie Allen	Sanitation Billing Inspector II	Las Vegas	$109,669.90	2009
Randall Bresee	Combination Inspector	Las Vegas	$103,663.34	2009
James Smith	Combination Inspector	Las Vegas	$101,899.16	2009
Michael Svoboda	Fire Prevention Inspector II (X) (ER)	Las Vegas	$99,586.16	2009
Samuel Sainsbury	Combination Inspector	Las Vegas	$99,034.76	2009
Steven Shacklett	Fire Prevention Inspector II (X) (ER)	Las Vegas	$98,597.87	2009
Tawni Petropoulos	Fire Prevention Inspector II (X)	Las Vegas	$96,357.51	2009
Theodore Krupka	Combination Inspector	Las Vegas	$83,667.40	2009
Jason Jackson	Traffic Barricade Inspector II (X)	Las Vegas	$82,679.88	2009
Lawrence Glazier	Combination Inspector	Las Vegas	$78,289.43	2009
Phillip Cox	Construction Inspector II (X)	Las Vegas	$75,020.45	2009
Dale Schaffter	Combination Inspector	Las Vegas	$73,272.80	2009
James Ward	Combination Inspector	Las Vegas	$69,707.01	2009
Crevenne Carrillo	Combination Inspector	Las Vegas	$65,856.89	2009
David Ekanger	Combination Inspector	Las Vegas	$62,252.58	2009
Joseph Fushey	Construction Inspector II (X)	Las Vegas	$47,132.44	2009
Maria English	Combination Inspector	Las Vegas	$41,430.77	2009

City of Henderson Pay Rates
www.transperentnevada.com

Name	Position	Jurisdiction	Total Pay & Benefits	Year	Inc. from 2008 %	Inc. from 2008 $
Judith Mitchell	Building/Fre Safety Permit Mgr	Henderson	$282,746.43	2009	145%	$167,161.04
Judith Mitchell	Building/Fre Safety Permit Mgr	Henderson	$115,585.39	2008		
Fulton Cochran	Deputy Fire Marshal-Plans Exam	Henderson	$125,964.66	2009	-6%	($7,527.69)
Fulton Cochran	Deputy Fire Marshal-Plans Exam	Henderson	$133,492.35	2008		
Majid Pakniat	Manager Of Plans Examining Svs	Henderson	$107,368.07	2009	0%	$451.02
Majid Pakniat	Manager Of Plans Examining Svs	Henderson	$106,917.05	2008		
Janie Nihipali	Land Development Plans Examinr	Henderson	$95,681.97	2009	29%	$21,644.27
Janie Nihipali	Land Development Plans Examinr	Henderson	$74,037.70	2008		
Lynn Nielson	Sr Fire Plans Ex-Eng Emphasis	Henderson	$107,220.79	2009	-13%	($15,546.44)
Lynn Nielson	Sr Fire Plans Ex-Eng Emphasis	Henderson	$122,767.23	2008		
Sandra Miller	Land Development Plans Examinr	Henderson	$70,465.63	2009	0%	($276.69)
Sandra Miller	Land Development Plans Examinr	Henderson	$70,742.32	2008		
Brian Brown	Land Development Plans Examinr	Henderson	$70,361.17	2009	0%	$0.00
Brian Brown	Land Development Plans Examinr	Henderson	$70,361.17	2009		
Jamie Fitzgerald	Land Development Plans Examinr	Henderson	$70,135.82	2009	-9%	($6,522.37)
Jamie Fitzgerald	Land Development Plans Examinr	Henderson	$76,658.19	2008		
Thomas Noble	Fire Safety Plans Ex II	Henderson	$83,912.45	2009	-21%	($22,746.59)
Thomas Noble	Fire Safety Plans Ex II	Henderson	$106,659.04	2008		
Mark Sandusky	Fire Safety Plans Ex II	Henderson	$88,196.90	2009	-12%	($12,106.99)
Mark Sandusky	Fire Safety Plans Ex II	Henderson	$100,303.89	2008		
D Shane Dennett	Sr Public Works Inspector	Henderson	$95,799.32	2009	-14%	($16,205.32)
D Shane Dennett	Sr Public Works Inspector	Henderson	$112,004.64	2008		
Dennis Chavez	Sr Public Works Inspector	Henderson	$95,488.58	2009	-2%	($2,051.15)
Dennis Chavez	Sr Public Works Inspector	Henderson	$97,539.73	2008		
Deborah Roundy	Inspector III	Henderson	$99,429.93	2009	26%	$20,646.42
Deborah Roundy	Inspector III	Henderson	$78,783.51	2008		
Carl Pro	Inspector III	Henderson	$77,269.70	2009	-4%	($3,065.08)
Carl Pro	Inspector III	Henderson	$80,334.78	2008		

City of North Las Vegas Pay Rates
www.transperentnevada.com

Name	Position	Jurisdiction	Total Pay & Benefits	Year	Inc. from 2007 %	Inc. from 2007 $
Shannon Sowers	Construction Project Inspection Supervisor	North Las Vegas	$113,486.87	2009		
Gregory Blackburn	Building Official	North Las Vegas	$113,462.00	2009		
Janice Adams Carr	Fire Protection Specialist	North Las Vegas	$98,595.83	2009		
Yolanda Aclaro	Plans Examination Supervisor	North Las Vegas	$98,255.11	2009		
Scott Clark	Public Works Inspector III	North Las Vegas	$97,374.44	2009		
Steven Kunkel	Plans Examiner	North Las Vegas	$90,872.00	2009		
Edgar Surla	Structural Plans Examiner	North Las Vegas	$89,747.87	2009		
Paul Curry	Plans Examiner	North Las Vegas	$83,401.90	2009		
James Deason	Plans Examiner	North Las Vegas	$83,401.86	2009		
George Webster	Plans Examiner	North Las Vegas	$83,401.83	2009		
Thomas Lawrence	Plans Examiner	North Las Vegas	$83,401.80	2009		
Martha Ruiz	Planning Examiner	North Las Vegas	$78,252.48	2009		
Bryan Charles Saylor	Planning Examiner	North Las Vegas	$60,275.62	2009		

Clark County Pay Rates
www.transperentnevada.com

Name	Position	Jurisdiction	Total Pay & Benefits	Year	Inc. from 2007 %	Inc. from 2007 $
Ronald Lynn	DIR DEVELOPMENT SVCS	Clark County	$228,108.65	2009	37%	$ 61,402.44
Ronald Lynn	DIR DEVELOPMENT SVCS	Clark County	$230,612.11	2008		
Ronald Lynn	DIR DEVELOPMENT SVCS	Clark County	$166,706.21	2007		
Rodney Mahaffey	SUPV BUILDING INSPECTOR	Clark County	$154,012.60	2009	44%	$ 47,067.42
Rodney Mahaffey	SUPV BUILDING INSPECTOR	Clark County	$157,595.88	2008		
Rodney Mahaffey	SUPV BUILDING INSPECTOR	Clark County	$106,945.18	2007		
Robert Milatovich	SUPV BUILDING INSPECTOR	Clark County	$117,391.21	2009	37%	$ 31,965.27
Robert Milatovich	SUPV BUILDING INSPECTOR	Clark County	$125,482.26	2008		
Robert Milatovich	SUPV BUILDING INSPECTOR	Clark County	$85,425.94	2007		
Kevin Hoyt	FIRE PLANS CHECKER	Clark County	$172,414.36	2009	32%	$ 41,887.66
Kevin Hoyt	FIRE PLANS CHECKER	Clark County	$179,079.24	2008		
Kevin Hoyt	FIRE PLANS CHECKER	Clark County	$130,526.70	2007		
Neil Burning	MGR PLANS EXAMINATION	Clark County	$126,477.22	2009	1%	$ 874.58
Neil Burning	MGR PLANS EXAMINATION	Clark County	$125,602.64	2008		
Neil Burning	MGR PLANS EXAMINATION	Clark County	$125,602.64	2008		
Douglas Evans	FIRE PROTECTION ENGINEER	Clark County	$155,516.39	2009	37%	$ 41,928.03
Douglas Evans	FIRE PROTECTION ENGINEER	Clark County	$149,798.04	2008		
Douglas Evans	FIRE PROTECTION ENGINEER	Clark County	$113,588.36	2007		
James Gerren	FIRE PROTECTION ENGINEER	Clark County	$145,232.85	2009	28%	$ 31,346.32
James Gerren	FIRE PROTECTION ENGINEER	Clark County	$146,645.72	2008		
James Gerren	FIRE PROTECTION ENGINEER	Clark County	$113,886.53	2007		
Christopher Bullock	COMMERCIAL COMB INSPECTOR	Clark County	$140,400.63	2009	36%	$ 37,521.03
Christopher Bullock	COMMERCIAL COMB INSPECTOR	Clark County	$158,588.07	2008		
Christopher Bullock	COMMERCIAL COMB INSPECTOR	Clark County	$102,879.60	2007		
Michael Hymer	COMMERCIAL COMB INSPECTOR	Clark County	$137,545.64	2009	48%	$ 44,477.67
Michael Hymer	COMMERCIAL COMB INSPECTOR	Clark County	$163,672.44	2008		
Michael Hymer	COMMERCIAL COMB INSPECTOR	Clark County	$93,067.97	2007		
William Condon	SR BUILDING INSPECTOR	Clark County	$124,070.06	2009	41%	$ 35,882.10
William Condon	SR BUILDING INSPECTOR	Clark County	$123,017.01	2008		
William Condon	SR BUILDING INSPECTOR	Clark County	$88,187.96	2007		
Bruce Fox	COMMERCIAL COMB INSPECTOR	Clark County	$121,830.44	2009	55%	$ 43,343.52
Bruce Fox	COMMERCIAL COMB INSPECTOR	Clark County	$112,520.40	2008		
Bruce Fox	COMMERCIAL COMB INSPECTOR	Clark County	$78,486.92	2007		

City of Las Vegas Building & Safety 2007-2011 Actuals/Projections	2007Actual	2008 Actual	% Change 07 to 08	2009 Actual	% Change 08 to 09	2010 Actual *as of 7/16/10	% Change 09 v 10	2011 Current Staffing & 25% Fee Inc	% Change 10 v 11 Projections
Operating revenues:									
Licenses and permits:									
Building permits	$ 13,563,253	$ 8,792,319	-35%	$ 6,933,547	-21%				
Miscellaneous permits	$ 1,112,672	$ 133,781	-88%	$ 1,106,136	727%				
Charges for services	$ 968,852	$ 866,280	-11%	$ 786,456	-9%				
Miscellaneous	$ 1,216	$ 498	-59%	$ 713,201	143113%				
Total operating revenues	$ 15,645,993	$ 11,012,878	-30%	$ 9,539,340	-13%	$ 7,726,136	-19%	$ 7,423,367	-4%
Operating expenses:									
Salaries and employee benefits	$ 13,696,934	$ 12,209,064	-11%	$ 8,096,391	-34%	$ 6,288,477	-22%	$ 5,920,720	-6%
Services and supplies	$ 3,598,829	$ 2,547,819	-29%	$ 1,728,547	-32%	$ 1,414,853	-18%	$ 1,363,643	-4%
Total Operating expenses	$ 17,295,763	$ 14,756,883	-15%	$ 9,824,938	-33%	$ 7,703,330	-22%	$ 7,284,363	-5%
Operating Income (loss)	$ (1,649,770)	$ (3,744,005)		$ (285,598)		$ 22,806		$ 139,004	510%
Non Operating revenues									
Interest revenue	$ 520,283	$ 377,978	-27%	$ 231,682	-39%				
Total nonoperating revenues	$ 520,283	$ 377,978	-27%	$ 231,682	-39%				
Income (loss) before contributions & tr	$ (1,129,487)	$ (3,366,027)	198%	$ (53,916)	-98%				
Transfers in	$ 1,948,467	$ 106,303	-95%	$ 613,247	477%				
Transfers out	$ -	$ -		$ (1,795,731)					
Changes in net assets	$ 818,980	$ (3,259,724)	-498%	$ 1,236,400	-138%				
Total net assets, July 1	$ 8,278,215	$ 9,097,198	10%	$ 5,837,471	-36%				
Total net assets, June 30	$ 9,097,195	$ 5,837,471	-36%	$ 4,601,071	-21%				
Starting # Employees	124	124		120		89		54	
RIF's (Layoffs)	-	(4)		(31)	May '08	(35)	March '09	-9	June '10
Ending # Employees	124	120	-3%	89	-26%	54	-39%	45	-17%
Avg Salary & Benefits/Employee	$ 110,459	$ 101,742		$ 90,971		$ 116,453		$ 131,572	
Avg Income Per Employee	$ 126,177	$ 91,774		$ 107,184		$ 143,077		$ 164,964	

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2010-38 – Establishes time limits within which a member of the City Council may request reconsideration of Council action to deny a zoning-related application. (TXT-35753)
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 establish time limits within which a member of the City Council may request reconsideration of Council action to deny a zoning-related application. The Planning and Development Department desires to have such time limits established by ordinance rather than having potential reconsiderations decided on a case-by-case basis. Under this bill, a Council request to reconsider must be made at the same meeting at which the denial occurs or within 14 days thereafter.

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. 2010-38

BILL NO. 2010-38

ORDINANCE NO. _____

AN ORDINANCE TO ESTABLISH TIME LIMITS WITHIN WHICH A MEMBER OF THE CITY COUNCIL MAY REQUEST RECONSIDERATION OF COUNCIL ACTION TO DENY A ZONING-RELATED APPLICATION, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Establishes time limits within which a member of the City Council may request reconsideration of Council action to deny a zoning-related application.

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

SECTION 1: Title 19, Chapter 18, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new subsection, designated as Subsection (I), reading as follows:

(I) Reconsideration of Council Action to Deny an Application

(1) Action by the City Council to deny an application, where such action is "final action" under the provisions of this Chapter, shall be deemed final action for purposes of judicial review, subject to the provisions of Paragraph (2) below. However, for purposes other than judicial review, City Council action taken pursuant to this Paragraph (1) or Paragraph (2) below shall be subject to the provisions of Paragraphs (3) through (5) below.

(2) Any member of the City Council who voted with the majority regarding an application referred to in Paragraph (1) above may, at the same meeting at which the action was taken, request that the item be reconsidered at that meeting.

(3) During the period of fourteen calendar days following action taken pursuant to Paragraphs (1) or (2) above to deny an application, any member of the City Council who voted with the majority regarding the application may file with the City Clerk a written request for the item to be rescinded and reconsidered. If such a request is made (and subject to the provisions of Paragraph (4) below), an appropriate item to rescind the previous vote shall be put on the next available Council agenda, and a follow-up item to reconsider the vote may be put on that same agenda or the next available agenda.

(4) No agenda item to rescind or to reconsider an item under this Subsection (I) shall be considered unless:

(a) Consideration of the item is in compliance with the requirements of NRS Chapter 241; and

(b) Notice of consideration of the item has been provided to property owners (and published) to the same extent as when the item was heard previously.

(5) The provisions of this Subsection (I) shall apply notwithstanding any other provision of this Chapter, and notwithstanding any custom or procedural rule that governs or has governed action by the City Council.

SECTION 2: For purposes of Section 2.100(3) of the City Charter, LVMC 19.18.010 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.

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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 8-4-10
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

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2010-39 – Amends the permit requirements pertaining to group use of City parks, establishes limitations on certain law enforcement activities in City parks, provides that a portion of James Gay Park (currently a children's park) will be made available for general use, and deletes obsolete provisions relating to park use. 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 is proposed as a means of implementing a settlement agreement in the case currently pending before the Ninth Circuit Court of Appeals, entitled Sacco v. City of Las Vegas (Case No 07-17394). In accordance with the terms of the settlement, the bill will amend the permit requirements pertaining to group use of City parks, establish limitations on certain law enforcement activities in City parks, and provide that a portion of James Gay Park (currently a children's park) will be made available for general use. In addition, the bill will delete obsolete provisions regarding feeding activities in City parks.

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. 2010-39
2. Business Impact Statement

BILL NO. 2010-39

ORDINANCE NO. _____

AN ORDINANCE RELATING TO CITY PARKS; AMENDING THE PERMIT REQUIREMENTS PERTAINING TO GROUP USE; ESTABLISHING LIMITATIONS ON CERTAIN LAW ENFORCEMENT ACTIVITIES IN CITY PARKS; PROVIDING THAT A PORTION OF JAMES GAY PARK (CURRENTLY A CHILDREN'S PARK) WILL BE MADE AVAILABLE FOR GENERAL USE; DELETING OBSOLETE PROVISIONS; AND PROVIDING FOR OTHER RELATED MATTERS.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Amends the permit requirements pertaining to group use of City parks, establishes limitations on certain law enforcement activities in City parks, provides that a portion of James Gay Park (currently a children's park) will be made available for general use, and deletes obsolete provisions.

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

SECTION 1: Title 13, Chapter 36, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

13.36.010: The Director of the Department of [Parks and Leisure Activities] Leisure Services shall exercise such powers and perform such duties as may be specified by the City Council or the City Manager. As used in this Chapter, the term "Department" refers to the Department of Leisure Services, and the term "Director" refers to the Director of that Department or the Director's designee.

SECTION 2: Title 13, Chapter 36, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

13.36.080: (A) Any person who desires to use any park or recreational facility of the City for [a group of twenty-five individuals or more, or any person who desires to conduct some event in which it could reasonably be assumed that twenty-five or more persons might gather at a park or recreational facility of the City to participate in or witness such event,] any demonstration, festival, fair, concert or any other organized assemblage of seventy-five or more participants shall first apply and obtain a permit from the Director. For purposes of this Subsection (A), "participant" means any individual who, along with others, is gathered for a common purpose under the direction, control or invitation of a person or group of people.

(B) This Section does not apply to any event which is sponsored by the Department.

SECTION 3: Title 13, Chapter 36, Section 90, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

13.36.090: The Director may deny or condition the issuance of any permit which is applied for pursuant to Section 13.36.090 in order to:

(A) Protect the use and enjoyment of the park or facility for other members of the public;

(B) Protect the health and safety of all persons who visit the park or facility;

(C) Ensure that there is adequate parking and sanitary facilities to accommodate all persons who use the park or facility;

(D) Protect the grounds, equipment, vegetation, buildings, fences and other amenities of the park or facility from damage, overuse or destruction;

(E) Provide that the park or facility and the surrounding area is kept clean and free from debris;

(F) Ensure that the group use does not disturb [or annoy] persons who occupy land which is nearby such park or facility.

SECTION 4: (A) The deputy marshals of the City may not, without due process of law, remove a person from, or require a person to leave, a public park under the authority of any statute or ordinance relating to trespassing.

(B) The City, including its deputy marshals, may ban a person from a public park only when there is evidence of unlawful activity, and may do so only pursuant to:

(1) A lawful arrest or criminal citation and subsequent court order; or

(2) An ordinance providing for an administrative appeal hearing and the availability of subsequent judicial review.

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SECTION 5: (A) The following portion of James Gay Park, generally located at the southeast corner of "B" Street and Harrison Avenue, shall be set aside for use by adults, whether or not they are accompanying children:

That portion of James Gay Park located south of Harrison Avenue and north of the easterly extension of the centerline of West Van Buren Avenue.

(B) The City shall erect a fence between the portion of James Gay Park described in Subsection (A) of this Section and the remaining portion of the park, which will continue to operate under LVMC Chapter 13.36 as a children's park. The City shall also install an entry gate in the fence along Harrison Avenue to provide access to the portion described in Subsection (A).

SECTION 6: Title 13, Chapter 36, Section 55, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

13.36.055: (A) The following are prohibited within any City park:

(1) Fireworks, firearms or weapons of any kind;

(2) Fires, except in barbecue facilities;

(3) The hitting of golf balls;

(4) The use of metal detectors, except for surface finds; and

(5) The unauthorized sale of goods or services. [; and

(6) The providing of food or meals to the indigent for free or for a nominal fee. For purposes of this Paragraph, an indigent person is a person whom a reasonable ordinary person would believe to be entitled to apply for or receive assistance under NRS Chapter 428.]

(B) Pursuant to Subsection (B) of Section 13.36.050, a copy or summary of the regulations listed in Subsection (A) of this Section shall be posted at each City park.

SECTION 7: 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 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 _____
OS CAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 8-4-10
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. 2010-39
(Amends the permit requirements pertaining to group use of City parks, establishes limitations on certain law enforcement activities in City parks, provides that a portion of James Gay Park (currently a children's park) will be made available for general use, and deletes obsolete park-related provisions)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-39, that would amend the permit requirements pertaining to group use of City parks, establish limitations on certain law enforcement activities in City parks, provide that a portion of James Gay Park (currently a children's park) will be made available for general use, and delete obsolete provisions.

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:

None identified

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

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: August 4, 2010

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
NEW BILL:

Bill No. 2010-40 – Authorizes under certain circumstances an extension of time regarding the expiration of certain nonconforming uses. (TXT-38702) 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 authorize under certain circumstances an extension of time regarding the expiration of certain nonconforming uses. The bill addresses nonconforming uses of conforming buildings by 1) establishing a presumption of abandonment of such uses when discontinued, and 2) allowing a process for obtaining an extension of time in order to extend the "grandfather" protection of such uses before they are lost by abandonment. The process will be available only in cases of economic hardship, including market factors.

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. 2010-40

BILL NO. 2010-40

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE UNDER CERTAIN CIRCUMSTANCES AN EXTENSION OF TIME REGARDING THE EXPIRATION OF CERTAIN NONCONFORMING USES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Authorizes under certain circumstances an extension of time regarding the expiration of certain nonconforming uses.

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

SECTION 1: Title 19, Chapter 16, Section 30, Subsection (A), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(A) Nonconforming Use of a Conforming Building.

(1) General Provisions. A nonconforming use of a conforming building shall not be [continued following redevelopment of the property,] reestablished in a new building, extended or expanded into any other portion of the conforming building, or relocated on the same parcel or within the same commercial subdivision; provided, however, that an existing use which was made nonconforming by one or more of the following may be [continued following redevelopment,] expanded[,] or relocated on the same parcel or within the same commercial subdivision in accordance with [Subsection] Paragraph (2) of this Subsection (A):

(a) The adoption of a Special Use Permit requirement for that type of use;

(b) The adoption of a [four hundred foot or one thousand five hundred foot] separation requirement between that type of use and a protected use;

(c) The adoption of a [one thousand five hundred foot] separation requirement between two uses of that type;

(d) The establishment of a protected use that, by virtue of a [four hundred foot or one thousand five hundred foot] separation requirement, would otherwise prohibit the existing use from expanding; [or from continuing following redevelopment;] or

(e) The adoption of a different method of measuring distance for purposes of a separation requirement.

(2) Conditions of Allowable Continuation, Expansion, or Relocation of Use. If the proposed expansion [or continuation] of a nonconforming use [following redevelopment,] or relocation of the use on the same parcel or within the same commercial subdivision[,] qualifies under [Subsection] Paragraph (1) of this Subsection (A), [and no Variance from (or Waiver of) a separation requirement has previously been granted for the property,] the nonconforming use may be expanded [or continued following redevelopment,] or relocated on the same parcel or within the same commercial subdivision[,] if the proposed expansion[, continuation] or relocation:

(a) Will not increase the size or extent of the use by more than fifty percent; and

(b) Will not require a Variance or Waiver regarding any other provision of Title 19, including those that pertain to parking, landscaping and residential adjacency requirements.

(3) Discontinuation and Abandonment of Use. If a nonconforming use of a conforming building is discontinued by ceasing to physically occupy or operate within the building, there shall be a rebuttable presumption that the nonconforming use has been abandoned as of the date the use was discontinued and, for purposes of this Paragraph (3), the Department may deem the use abandoned as of that date. The owner of the property or operator of the use may rebut the presumption of abandonment by demonstrating that the use has continued or existed beyond that date. The owner or operator shall have the burden of establishing the continuation or existence of the use beyond that date, as well as the burden of establishing the existence or continued operation of the use at any particular time.

(a) If a nonconforming use of a conforming building is [discontinued] abandoned for a period of one year, [or two years in the case of a conforming building that has been damaged or partially destroyed by fire, flood, wind, another calamity or an act of God,] the future use of such building shall be only in conformance with the provisions of this Title.

(b) If a conforming building housing a nonconforming use is damaged or partially destroyed by fire, flood, wind, another calamity or an act of God, and the use is abandoned for a period of two years, the future use of such building shall be only in conformance with the provisions of this Title.

(c) If it appears, by reason of economic hardship, that a nonconforming use

described in Subparagraph (a) or (b) above will be deemed abandoned for a period of time greater than the applicable abandonment period described in those subparagraphs, the owner of the property or operator of the use may request that the abandonment period be extended by the City Council. Such request shall be made by means of an application for an Extension of Time. The application shall include or be accompanied by a letter of justification explaining the economic hardship, which must be based upon market conditions or other circumstances beyond the applicant's control, and shall be accompanied by the applicable fees, if any, that are set forth in the fee schedule. The application shall be heard at a public hearing of the City Council. An Extension of Time may be granted by the City Council only upon clear and convincing evidence of qualifying hardship and a determination that the public health, safety and welfare will not be jeopardized. An Extension of Time may not exceed the duration of the applicable abandonment period set forth in Subparagraph (a) or (b) above.

(4) Notice to Discontinue Use. [In addition, nonconforming uses] Independent of any other provision of this Chapter, a nonconforming use of a conforming building shall be discontinued upon written notice from the City to the owner to discontinue the use. The use shall be discontinued no later than the date described in the notice, which in no event shall be later than five years from the date notice is given. Notice shall be provided by mailing to the owner of the property as shown by the County Assessor's records and recording a copy of the notice in the office of the County Recorder. Such notice shall contain the legal description of the property, a description of the use required to be discontinued, the date that the use is to cease and desist and the Section of this Title which declares the use to be nonconforming.

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 amending the entry for the use "Sexually Oriented Business," as found in the "Recreational, Entertainment and Amusement" element of Table 2, so that Conditional Use Regulation 5 applicable to the use reads as follows:

5. The provisions of Regulations 3 and 4 above and the provisions of Chapter 19.16 shall apply to sexually oriented businesses; provided, however, that any existing sexually oriented business located in the M Zoning District that was made nonconforming as to a separation

requirement by either of the following circumstances shall be deemed a conforming use for purposes of expansion, enlargement or alteration:

a. The adoption of a different method of measuring distance; or

b. The intervening establishment within the required separation area of either a protected use or another sexually oriented business.

Any such business shall continue to be subject to the provisions regarding discontinuation and removal that are set forth in Sections [19.16.030(A)(3)] 19.16.030(A)(4) and 19.16.040, respectively.

SECTION 3: For purposes of Section 2.100(3) of the City Charter, LVMC 19.04.010 and 19.16.030 are deemed to be subchapters rather than sections.

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.

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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:

_____ 8-17-10
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.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

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

SUBJECT:
NEW BILL:

Bill No. 2010-41 – Updates the City's licensing regulations governing ice cream trucks, including revised provisions concerning hours of operation and signage. Sponsored by: Councilwoman Lois Tarkanian

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will updates the City's licensing regulations governing ice cream trucks. Most of the changes are clarifying in nature. The bill includes minor fee increases and revised provisions concerning hours of operation. It also adjusts the signage requirements for ice cream trucks.

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. 2010-41
2. Business Impact Statement

BILL NO. 2010-41

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE CITY'S LICENSING REGULATIONS GOVERNING ICE CREAM TRUCKS, INCLUDING REVISED PROVISIONS CONCERNING HOURS OF OPERATION AND SIGNAGE, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Lois Tarkanian

Summary: Updates the City's licensing regulations governing ice cream trucks, including revised provisions concerning hours of operation and signage.

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

SECTION 1: Title 6, Chapter 47, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.47.010: As used in this Chapter, the following terms shall be defined as set forth in this Section:

[(A) "Employee" means a person who works for or under the direction of, on behalf of, or as an agent of a licensee.

(B) "Health District" means the Clark County Health District.]

"Authorized vending period" means as follows:

(1) Within a City park, or upon or adjacent to public school grounds where organized athletic events take place:

(a) From nine a.m. to nine p.m., between June 1 and August 31; and

(b) From nine a.m. to eight p.m., otherwise;

(2) In any residential neighborhood where the provisions of Paragraph (1) above do not apply:

(a) From ten a.m. to eight p.m., between June 1 and August 31; and

(b) From ten a.m. to seven p.m., otherwise;

(3) At any other location, at any time of the day or night;

"Defined food product" means any of the following:

(1) Prepackaged candies or desserts;

(2) Prepackaged frozen dairy products or frozen water-based food products;

(3) Soft serve or hand-dipped frozen dairy products or frozen water-based food products, or

(4) Prepackaged beverages, including water, soft drinks, fruit drinks and hydration/sports drinks.

[(C)] "Ice cream truck" means any [motor] motorized vehicle which is required to be registered by the Nevada Department of Motor Vehicles and which is used to vend any [of the following products, whether or not the truck carries other prepackaged food products:

(1) Prepackaged frozen dairy or water-based food products; or

(2) Soft-serve or hand-dipped frozen dairy or water-based products.] defined food product.

[(D)] "Ice cream truck business" means a business that operates [one or more ice cream trucks that travel] an ice cream truck that travels from place to place on the streets for the purpose of vending[.] defined food products.

[(E)] "Licensee" means the holder of an ice cream truck business license issued by the Department.

[(F) "Metro" means the Las Vegas Metropolitan Police Department.]

[(G)] "Vend" means to sell or offer to sell products from an ice cream truck.

SECTION 2: Title 6, Chapter 47, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.47.020: It is unlawful for a person to:

(A) [Operate] Conduct, engage in, carry on, advertise, or market an ice cream truck business within the City without a license issued pursuant to this Chapter[;] for each truck operated in the business;

(B) [Maintain, manage, conduct, control or own] Conduct, engage in, carry on, advertise, or market an ice cream truck business that operates within the City unless the business is maintained and operated in compliance with this Title; or

(C) Vend from an ice cream truck or [operate] drive an ice cream truck for the purpose of vending therefrom without a valid work card issued pursuant to LVMC Chapter 6.86.

SECTION 3: Title 6, Chapter 47, Section 30, of the Municipal Code of the City of

Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.47.030: (A) On forms approved by the Department, [An] an application for an ice cream truck business license shall be filed with the Director. [and shall contain all of the information required by the Department.] Each principal of an ice cream truck business must [also] apply for and obtain approval for suitability in accordance with LVMC Chapter 6.06, subject to the payment of [an investigative fee of fifty dollars. The issuance of a license is contingent upon compliance with the work card and certification requirements of this Chapter.] applicable investigative fees. Upon completion of a required investigation, Metro will forward the application to the Department for appropriate action.

(B) Ice cream truck business licenses issued under this Chapter:

(1) Are issued on a per-vehicle basis;

(2) Are issued annually, whether on an initial or renewal basis, for the period for the period of April 1 through March 31 of the following year; and

(3) Are non-transferable.

SECTION 4: Title 6, Chapter 47, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.47.040: (A) [In addition to and independent of any licensing or] Independent of any certification requirement of the Health District, an ice cream truck must first be inspected [and certified by the Department] by Department personnel and found to be in compliance with LVMC 6.47.100 before a business license may be issued or renewed for the operation of that truck. The applicant or licensee shall pay an inspection fee of fifty dollars for the first inspection. If an ice cream truck does not pass the first inspection, the applicant or licensee shall pay a reinspection fee of [twenty-five] fifty dollars for each [subsequent inspection] reinspection until the truck [is certified.] complies with LVMC 6.47.100.

(B) In connection with the initial licensing of an ice cream truck business, the applicant must demonstrate compliance with LVMC 6.47.050 and 6.47.110 before the issuance of the initial license. Following the issuance of an initial license, the licensee, on an ongoing basis and in connection with annual renewal, may certify compliance with those sections by means of an affidavit.

However, such certification by affidavit does not preclude the Department, at any time, from requiring actual proof of compliance with those sections.

SECTION 5: Title 6, Chapter 47, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.47.050: No ice cream truck is eligible for a license, and no ice cream truck may be operated for the purpose of vending therefrom, unless the truck:

(A) [Has been certified by the Department and has displayed therein or thereon evidence of current certification.] Has been registered with the Nevada Department of Motor Vehicles and is properly displaying current registration plates; and

(B) Complies with any certification requirements of the Health District, and [has displayed therein or thereon] the applicant or operator, as the case may be, possesses evidence of current certification and compliance with Health District requirements.

SECTION 6: Title 6, Chapter 47, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.47.060: (A) Each ice cream truck business license issued by the Department shall be subject to the requirements and limitations set forth in this Chapter and any other conditions specifically imposed upon the license. [A license is not transferable.] The annual license fee for [each person required to have] an ice cream truck business license shall be [one hundred dollars for each ice cream truck.] one hundred twenty-five dollars.

(B) For each license issued under this Chapter, the Department will issue a license decal. The decal shall be attached and displayed as set forth in LVMC 6.47.090.

(C) The Department may charge a decal replacement fee in the amount of twenty-five dollars, or in such other amount as the City Council may approve by resolution.

SECTION 7: Title 6, Chapter 47, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.47.070: No person shall:

(A) Vend on any street at a location where the speed limit is greater than twenty-five miles per hour.

(B) Vend from an ice cream truck which is parked or stopped on a street within seventy-five feet of an intersection.

(C) Vend on a street except from the side of the truck away from moving traffic and as near as possible to the right-hand curb or edge of the street.

(D) Vend to a person standing in the roadway.

(E) Vend on a street unless there is a clear view of the ice cream truck for a distance of two hundred feet in each direction.

(F) Vend on a street unless the safety equipment described in Subsection (C) of Section 6.47.100 is activated a minimum of fifty feet before the ice cream truck stops to vend and for a minimum of fifty feet after operation of the ice cream truck resumes.

(G) Drive an ice cream truck on a street in reverse in order to vend.

(H) Stop on a street to vend within two hundred feet of any ice cream truck that has already stopped to vend on that street or another.

(I) Vend any item other than [the prepackaged food items described in Subsection (C) of Section 6.47.010 of this Chapter.] a defined food product.

(J) Vend or park an ice cream truck within one thousand feet of the outside perimeter of an elementary or middle school property until one hour after the end of the regular school day; provided, however, that the foregoing prohibition shall not apply on days when school is not in session nor on school property when vending has been approved in writing by the principal.

(K) Vend [earlier than ten a.m., nor later than seven p.m. or one-half hour after sunset, whichever occurs first.] at any time other than during an authorized vending period.

(L) Vend at [the same] a particular location more than once a day, or for longer than thirty minutes [at any one location, except as permitted under] continuously without moving the truck to another location at least one thousand feet away; provided, however, that the prohibitions contained in this Subsection (L) do not apply to vending locations and activities specifically authorized by a contractual arrangement with the City regarding a specific location.

(M) Consume alcoholic beverages or be intoxicated while vending.

(N) Vend within one thousand feet of a licensed concession stand located within

a City park when the concession stand is open for business, unless otherwise permitted under a contractual arrangement with the City regarding a specific location.

SECTION 8: Title 6, Chapter 47, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.47.080: (A) No person shall use, play or employ any sound, outcry, amplifier, loudspeaker or any other instrument or device for the production of sound from an ice cream truck:

(1) When the ice cream truck is stationary;

(2) **[**Earlier than ten a.m., nor later than seven p.m. or one-half hour after sunset, whichever occurs first;**]** At any time other than during an authorized vending period; or

(3) In such a manner as to create a noise disturbance as defined in LVMC Chapter 9.16.

(B) In connection with the issuance of a license, the Director may impose reasonable restrictions on the type and use of any sound, outcry, amplifier, loudspeaker or any other instrument or device for the production of sound employed on an ice cream truck in order to limit noise or prevent a noise disturbance as defined in LVMC Chapter 9.16.

SECTION 9: Title 6, Chapter 47, Section 90, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.47.090: Each ice cream truck shall have prominently displayed, on the upper left corner of the back of the vehicle, **[**an identification number provided by the Director. The display shall be of such color, size and placement that the identification number can be easily read at a distance of ten feet.**]** the license decal provided by the Department pursuant to LVMC 6.47.060. Failure to attach the decal in the correct location or to maintain it in a readable condition shall be a violation of this Chapter.

SECTION 10: Title 6, Chapter 47, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.47.100: (A) A licensee shall maintain each of the licensee's ice cream trucks in such a condition that:

(1) All doors, windows, hoods and trunks open and close securely;

(2) The exterior of the ice cream truck is clean and in good repair;

(3) Advertising decals and price lists are placed only on the vending side of the ice cream trucks and use a maximum area of twenty-four square feet; [and]

(4) All windows are clear of signs and other obstructions[.]; and

(5) The licensed business name and business telephone number are displayed on both sides of the truck in letters with a minimum of height of three inches, made discernible from other messages on the truck by means of a minimum six inches of blank space around the business name and business telephone number.

(B) A licensee shall ensure the installation of, and shall maintain in good operating condition, the following safety equipment on each of the licensee's ice cream trucks:

(1) Warning signs painted or mounted on the front and back of each truck, with the words "CHILDREN CROSSING" appearing on a display that is eight inches high by forty-eight inches wide. At least one additional sign shall be painted or mounted on the rear of each truck above the first sign and shall read "WARNING" in English and "PRECAUCIÓN" in Spanish. All lettering shall be black lettering, at least four inches high, on a yellow background with a black [one-inch border] border a minimum of one-half inch around each sign; and

(2) A convex mirror mounted on the front and rear of the vehicle so that the driver, in his normal sitting position, can see the area in front of the truck obscured by the hood and an area in the rear extending across the truck and four feet to the rear of the bumper.

(C) A licensee shall ensure the installation of, and shall maintain in good operating condition, the following additional safety equipment on each of the licensee's ice cream trucks:

(1) A flashing amber warning light on the roof as required by NRS 484.582;

(2) A signal arm that can be extended horizontally from the left side of the truck. [duplicating the design, size and specifications established by the Director.] This arm shall be yellow in color and contain on the rearward surface two alternately flashing amber lights three to five inches in diameter. [visible at three hundred feet to the rear in normal sunlight upon a straight level street.] The bottom of the signal arm shall be forty-two inches above the street;

(3) Standard vehicle warning flashers; and

(4) Any other safety equipment required by the Nevada Revised Statutes.

SECTION 11: Title 6, Chapter 47, Section 110, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.47.110: Each [ice cream truck] licensee must [file with the Department] obtain through a properly licensed insurance company, and thereafter maintain in full force at all times, public liability and property damage insurance which shall protect the public against any and all claims for damages for personal injuries, including death, and against claims for property damages which may arise out of or in connection with any operations or activities of an ice cream truck. Such insurance shall be in amounts of not less than one hundred thousand dollars for injuries, including death, to any one person; subject to the same limit for each person in an amount of not less than three hundred thousand dollars for injuries, including death, to more than one person on account of any one accident; and not less than twenty-five thousand dollars in property damage coverage for each accident. The policy or policies of insurance must name the City as an additional insured, and proof of the required coverage must be provided to the Department.

SECTION 12: Title 6, Chapter 47, Section 120, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.47.120: During any time that an ice cream truck is in operation for business, no one other than the driver and one additional person may occupy or ride in the vehicle. The driver and additional occupant, if any, must be either the licensee or an employee of the licensee.

SECTION 13: Title 6, Chapter 47, Section 130, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.47.130: [(A)] An ice cream truck business shall not be subject to the provisions of LVMC Chapter 6.62[.], but shall be subject to all applicable regulations and requirements of the Health District.

[(B) The Director may exempt from any requirement of this Chapter (other than the requirement to obtain a business license) any ice cream truck which is not used to vend to persons under the age of fourteen. However, nothing in this Section shall be deemed to affect the application of any independent regulation or requirement of the Health District.]

SECTION 14: The provisions of this Ordinance shall become effective the day

following its publication. However, licensees of ice cream truck businesses that are existing on the effective date of this Ordinance shall have 90 days following the effective date to comply with the provisions of Paragraph (5) of Subsection (A) of Section 6.47.100, as added by Section 10 of this Ordinance.

SECTION 15: 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 16: 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 17: 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:

Valstead 8-17-10
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. 2010-41
(Updates the City's licensing regulations governing ice cream trucks, including revised provisions regarding hours of operation and signage)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-41, that will update the City's licensing regulations governing ice cream trucks, including revised provisions regarding hours of operation and signage.

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 copy of the proposed ordinance and an invitation to respond were provided to holders of ice cream truck licenses within the City. One written response was received, the summary of which is included below and is available to interested persons as part of this business impact statement. The response was a suggestion that the ordinance expand the list of items that can be sold from an ice cream truck to include certain beverages.

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:

–Nominal license fee, investigation fee and inspection fee increases, as well as a possible economic effect on new and existing licenses by requiring additional signage on trucks

Beneficial effects:

–Clarifications to existing provisions, as well as more flexibility in vending hours

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 suggestion for expanding the list of items that can be sold by ice cream trucks was incorporated into the ordinance.

4. The estimate of the annual cost to the local government for enforcement of the proposed rule is:

Minimal 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 $7,500

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:

Help offset the costs of administration and enforcement

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: August 17, 2010

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 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.: **63.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Hearing and possible action to consider the appeal regarding Thirty (30) Days Vacate Nuisance Notice and Order to Comply located at 1101 North Las Vegas Boulevard. PROPERTY OWNER: BRENDA S GRIGGS - Ward 5 (Barlow)

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 Thirty (30) Days Vacate 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 and Section 202 of the Uniform Housing Code; Las Vegas Municipal Code 9.04.010 (5) Zoning Violation; Housing Code 1001.2 Inadequate Sanitation 12 and 13; Housing Code Chapter 10 Substandard Buildings, Chapter 6 Structural Requirements and Chapter 9 Fire Protection, Section 1001.4 Nuisance, Section 1001.5 Hazardous Electrical, 1001.7 Hazardous Mechanical Equipment, Section 1001.8 Faulty Weather Protection, Section 1103 Vacate Order, Section 505.3 Kitchen, Section 701.2 Electrical Equipment; and Las Vegas Municipal Code, 16.04.010 International Residential Code R308 Glazing, R311 Means of Egress, R313 Smoke Alarms. A copy of the notice was also posted on the property. Today's hearing is to consider the Appeal to the Thirty (30) Days Vacate Nuisance Notice and Order to Comply filed by Brenda Griggs, owner and responsible party.

RECOMMENDATION:
That the City Council approve the Thirty (30) Days Vacate 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

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: September 1, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Hearing and possible action to consider the appeal regarding the Thirty (30) Days Vacate Nuisance Notice and Order to Comply located at 1101 North Las Vegas Boulevard. PROPERTY OWNER: BRENDA S GRIGGS – Ward 5 (Barlow)

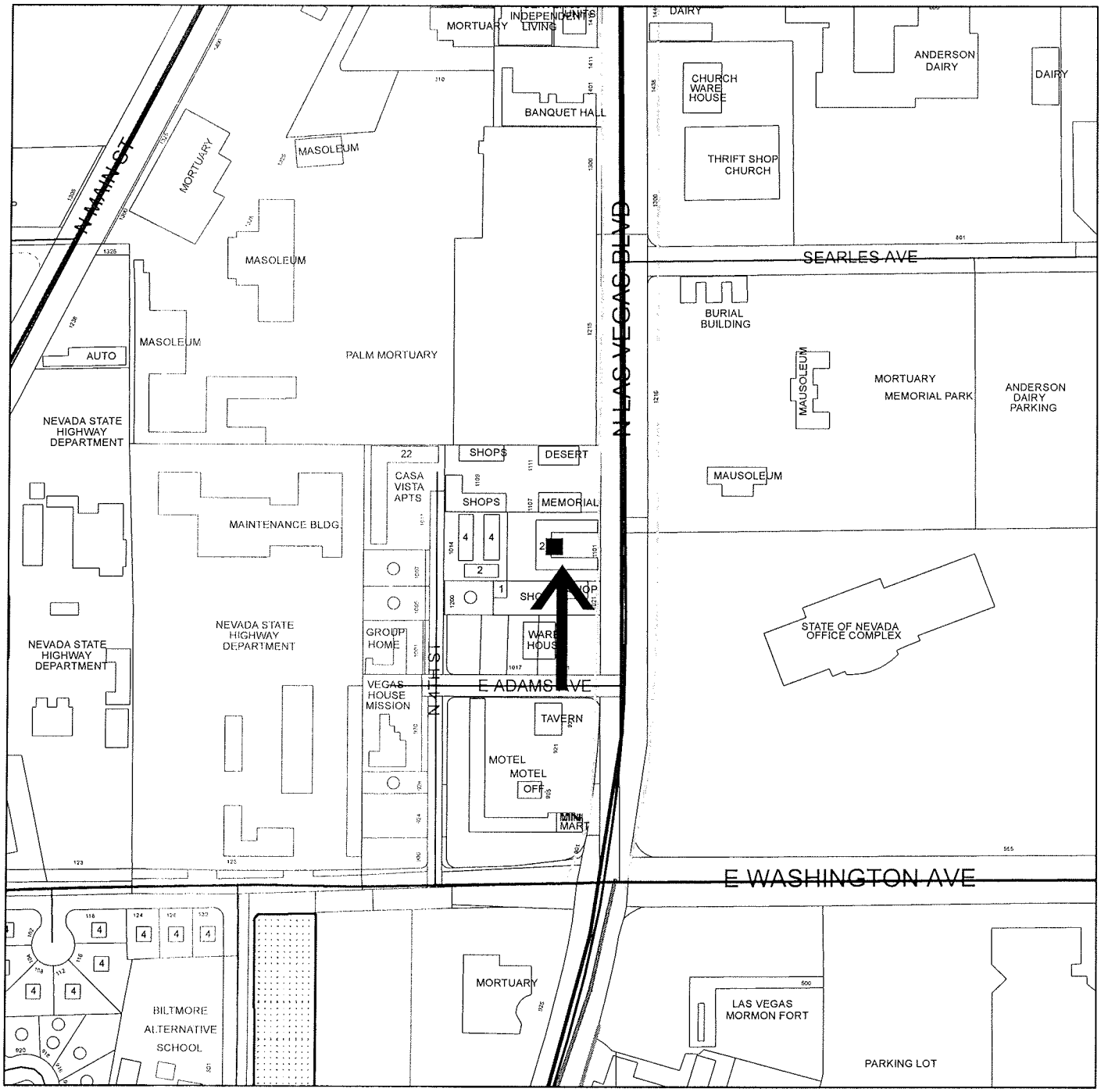
The subject property was deemed to be a public nuisance as defined in Las Vegas Municipal Code, Title 9, dealing with public nuisance.

A Thirty (30) Days Vacate 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 and Section 202 of the Uniform Housing Code; Las Vegas Municipal Code 9.04.010 (5) Zoning Violation; Housing Code 1001.2 Inadequate Sanitation 12 and 13; Housing Code Chapter 10 Substandard Buildings, Chapter 6 Structural Requirements and Chapter 9 Fire Protection, Section 1001.4 Nuisance, Section 1001.5 Hazardous Electrical, 1001.7 Hazardous Mechanical Equipment, Section 1001.8 Faulty Weather Protection, Section 1103 Vacate Order, Section 505.3 Kitchen, Section 701.2 Electrical Equipment; and Las Vegas Municipal Code, 16.04.010 International Residential Code R308 Glazing, R311 Means of Egress, R313 Smoke Alarms. A copy of the notice was also posted on the property.

Today's hearing is to consider the Appeal to the Thirty (30) Days Vacate Nuisance Notice and Order to Comply filed by Brenda Griggs, owner and responsible party.

1101 N LAS VEGAS BLVD
CROSS STREETS LAS VEGAS//WASHINGTON

City of Las Vegas Vicinity Map



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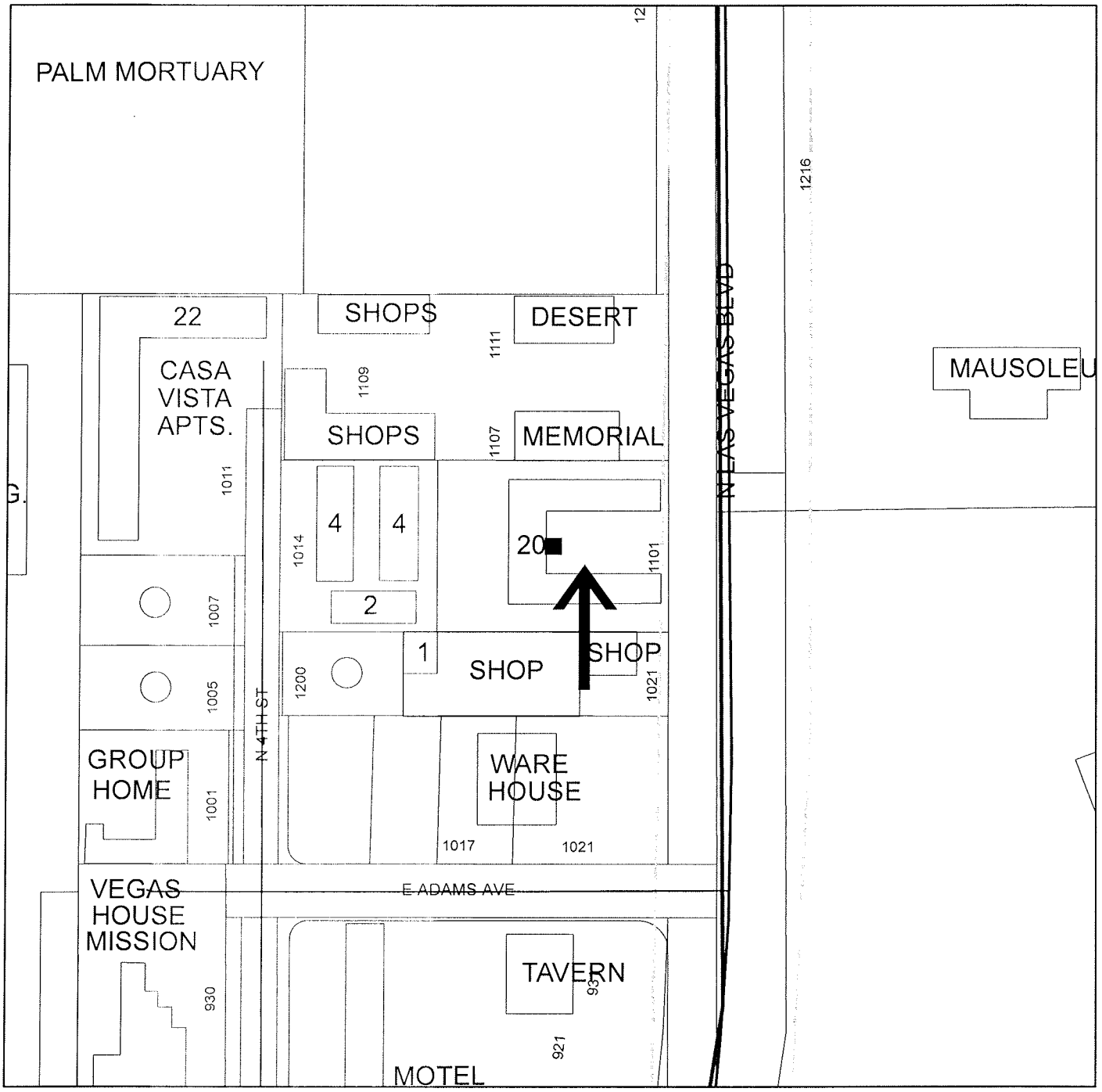
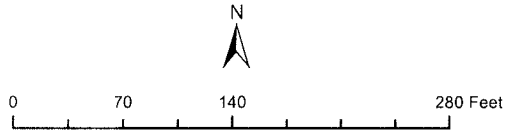
GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

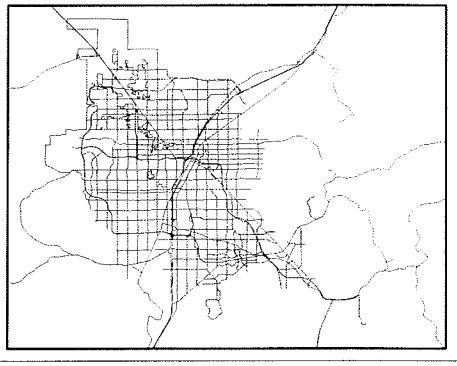
PLANNING & DEVELOPMENT

1101 N LAS VEGAS BLVD
CROSS STREETS - LAS VEGAS//WASHINGTON

City of Las Vegas Vicinity Map







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702-229-6301

PLANNING & DEVELOPMENT

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 13927603007

Date: August 02, 2010
Case # 88188

Certified/Regular Mail
Return Receipt Requested

GRIGGS BRENDA S
1136 W BULLARD
FRESNO, CA 93711-2412

THIRTY (30) DAYS VACATE NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as recorded owner(s) of the building(s) located at 1101 N LAS VEGAS BLVD., Las Vegas, NV. Parcel #(s) 13927603007, that the Building Official or his designee has determined that the aforementioned building(s) is substandard and dangerous. Said building(s) is substandard and dangerous and declared a public nuisance as described under Las Vegas Municipal Code (LVMC) 9.04.010 and Section 202 of the Uniform Housing Code and, therefore, must be vacated.

The following is a brief description of the violations:
9.04.010 (5) ZONING VIOLATION

: LVMC 9.04.010 (5) Any violation of Title 19 of this Code.

Case #	Violation Location	Violation Comments
88188	All 40 motel rooms	Current owner is in violation of occupancy types. This is a motel and is being used as an apartment building-NO LONG TERM RENTALS ALLOWED

HC-1001.2 INADEQUATE SANIT. 12

: LVMC 9.04.010 Public Nuisance (2) Any violation of Title 16, including violations of the

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

codes pertaining to building, construction, housing, and fire safety adopted thereunder.

LVMC 16.20 Housing Code Chapter 10 Substandard Buildings Section 1001.1 General. Any building or portion thereof which is determined t be an unsafe building in accordance with Section 12 of the Building Code; or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers the life, limb, heath, property, safety or welfare of the public or the occupants thereof f shall be deemed and hereby are declared to be substandard buildings.

1001. 2 Inadequate Sanitation.
Buildings or portions thereof shall be deemed substandard when they are unsanitary. Inadequate sanitation shall include, but not be limited to, the following:

12. Infestation of insects, vermin or rodents as determined by the health officer.

Case #	Violation Location	Violation Comments
88188	All 40 motel rooms	Abate bed bug infestation in all 40 motel rooms
88188	Abate insect infestation i	Hire a licensed professional vendor to abate all insect infestations in all 40 motel rooms

HC-1001.2 INADEQUATE SANIT. 13

: LVMC 9.04.010 Public Nuisance (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted thereunder.

LVMC 16.20 Housing Code Chapter 10 Substandard Buildings Section 1001.1 General. Any building or portion thereof which is determined t be an unsafe building in accordance with Section 12 of the Building Code; or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers the life, limb, heath, property, safety or welfare of the public or the occupants thereof f shall be deemed and hereby are declared to be substandard buildings.

1001. 2 Inadequate Sanitation.
Buildings or portions thereof shall be deemed substandard when they are unsanitary. Inadequate sanitation shall include, but not be limited to, the following:

13. General dilapidation or improper maintenance.

Case #	Violation Location	Violation Comments
88188	Inadequate maintenanc	All coin operated equipment furnished shall operate normally and shall also be installed properly and be licensed properly with city of las vegas

88188	All kitchen cabinets/drav	All 40 motel rooms need repairs to doors, hinges or baseboards of cabinets.
88188	Failure to maintain mote	OBTAIN LICENSED PEST CONTROL REPAIR ALL ROOMS TO MINIMUM HOUSING STANDARDS

HC-CHAP 10 SUBSTANDARD BLDGS

: LVMC 9.04.010 Public Nuisance (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted thereunder.

LVMC 16.20 Housing Code Chapter 10 Substandard Buildings Section 1001.1 General. Any building or portion thereof which is determined t be an unsafe building in accordance with Section 12 of the Building Code; or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions referenced in this section to an extent that endangers the life, limb, heath, property, safety or welfare of the public or the occupants thereof f shall be deemed and hereby are declared to be substandard buildings.

Case #	Violation Location	Violation Comments
88188	Section 1001.1 Substan	Exterior handrails not to code. Cannot be interruptions for hands the entire lenght of said handrail and must be securely fasted to the structure. All stair steps to have handrails when there are 2 or more steps on both sides of the stairs

HC-CHAPTER 6 STRUCTURAL REQ.

: LVMC 9.04.010 Public Nuisance (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted thereunder.

LVMC 16.20 Housing Code- Chapter 6 Structural Requirements

Case #	Violation Location	Violation Comments
88188	Support posts on lower l	Replace and install proper galvanized lag bolts in all metal support posts in all locations throughout the motel structure

HC-CHAPTER 9 FIRE PROTECTION

: LVMC 9.04.010 Public Nuisance (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted thereunder.

LVMC 16.20 Housing Code Chapter 9 Fire Protection

Case #	Violation Location	Violation Comments

88188	Motel shall have current	Fire extinguishers shall be accessible within 75 feet of each of the motel rooms (40 total)

HC-SEC 1001.4 NUISANCE

: LVMC 9.04.010 Public Nuisance (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted thereunder.

LVMC 16.20 Housing Code Chapter 10 Substandard Buildings Section 1001.4 Nuisance

Case #	Violation Location	Violation Comments
88188	All 40 motel rooms	All bathrooms shall have doors with locking hardware to provide privacy during the taking of a shower or bath.
88188	All 40 motel room ceiling	All ceilings shall be intact without drywall missing from the ceiling & clean and sanitary without mold accumulation on ssid ceiling due to a water intrusion episode

HC-SEC 1001.5 HAZ ELECTRICAL

: LVMC 9.04.010 Public Nuisance (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted thereunder.

LVMC 16.20 Housing Code Chapter 10 Substandard Buildings Section 1001.5 Hazardous Electrical Wiring

Case #	Violation Location	Violation Comments
88188	All 40 motel rooms	No open branch wires allowed or any boxes for switches or receptacles allowed to be without covers or without lighting fixtures installed on boxes

HC-SEC 1001.7 HAZ MECHANICAL

: LVMC 9.04.010 Public Nuisance (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted thereunder.

LVMC 16.20 Housing Code Chapter 10 Substandard Buildings Section 1001.7 Hazardous Mechanical Equipment

Case #	Violation Location	Violation Comments
88188	All 40 motel room bathro	All electro mechanical bathroom exhaust fans shall be capable of 5 room air exchanges per hour- REPAIR OR INSTALL PROPER EXHAUST FAN

88188	All 40 motel rooms	All mechanical systems shall function properly. Air conditioners shall work as normal and be able to supply adequate air to cool motel room down to 80 degress maximum room temperature on the warmest day in Las Vegas

HC-SEC 1001.8 FAULTY WEATHER

: LVMC 9.04.010 Public Nuisance (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted thereunder.

LVMC 16.20 Housing Code Chapter 10 Substandard Buildings Section 1001.8 Faulty Weather Protection

Case #	Violation Location	Violation Comments
88188	Bathroom ceiling falling	Owner has failed to maintain this motel room in a safe condition. No bathroom door, ceiling caving in, mold on the floor joists above the shower enclosure
88188	Faulty weather protectio	All portions of buildings that have faulty weather protection such as loose or crumbling plaster, defective or deteriorating waterproofing of exterior walls, lack of paint,or broken,rotted, split,or buckled exterior wall coverings shall be repaired
88188	Repair all leaking roofs a	Water intrusion on walkways causing painted drywall ceilings to collapse or otherwise fall off of the ceilings onto the concrete walkways endangering tenants

HC-SEC 1103 VACATE ORDER

: 1994 Uniform Housing Code Section 1103 Repair Vacation and Demolition

The following standards shall be followed by the building in ordering the repair, vacation or demolition of any substandard building or structure:

1. Any building declared a substandard building under this code shall be made to comply with one of the following:

1.1 The building shall be repaired in accordance with the current Building Code or other current code applicable to the type of substandard conditions requiring repair; or

1.2 The building shall be demolished at the option of the building owner; or

1.3 If the building does not constitute an immediate danger to the life, limb, property or safety of the public, it may be vacated, secured and maintained against entry.

2. If the building or structure is in such condition as to make it immediately dangerous to the

life, limb, property or safety of the public or of the occupants, it shall be ordered to be vacated.

3. If any building is vacated in order for repairs to be made in compliance with an order issued under this Code, a certificate of occupancy must be obtained upon completion o the repairs before preoccupancy will be permitted.

4. Whenever required permits are not taken out for repairs ordered to be made under this Code within the time specified therefore, or repair work is done without the benefit of any required permit, the building official is authorized to charge and collect, in connection with the issuance of permits, an administrative fee of one hundred dollars for each noncomplying single family dwelling unit and fifty dollars for each noncomplying dwelling unit within a multiple family dwelling.

5. With respect to any dwelling unit that is made the subject of a notice and order under this Chapter within twenty-four months after a previous notice and order concerning that unit, the City may impose an annual inspection n such unit and charge therefore an inspection fee of one hundred dollars per unit. If a third notice and order issued concerning that unity within a forty-eight month period, the City may impose the requirement of an inspection every six months concerning such unit, with a corresponding inspection fee of one hundred dollars per unit. The inspection fees chargeable under this Section, to the extent not paid to the City, may be added to and included in the repair and demolitio9n expenses recoverable by the city under this Code.

1994 Uniform Housing Code Section 1204 Staying of Order Under Appeal

In the case of a notice and/or order to vacate in the interest of protecting life, limb property or safety, the building official may order the immediate vacation and securing of a structure pending the deposition of an appeal.

Case #	Violation Location	Violation Comments
88188	All 40 Motel rooms	Vacate all 40 motel rooms due to life safety and housing,building,plumbing,mechanical or electrical code violations

HC-SEC 505.3 KITCHEN

: LVMC 9.04.010 Public Nuisance (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted thereunder.

LVMC 16.20 Housing Code- Section 505.3 Kitchen-

Each dwelling unit shall be provided with a kitchen. Every kitchen shall be provided with a kitchen sink. Wooden sinks or sinks of similarly absorbent material shall not be permitted. If an electric or gas range has been installed, it shall be maintained in a safe and sanitary working condition.

Case #	Violation Location	Violation Comments

88188	All 40 motel kitchen stov	Place all new drip pans under all of the electrical coil elecments on all 40 electric countertop stoves in the motel rooms.

HC-SEC 701.2 ELECTRICAL EQUIP

: LVMC 9.04.010 Public Nuisance (2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted thereunder.

LVMC 16.20 Housing Code Chapter 7 Mechanical Requirements Section 701.2 Electrical Equipment. All electrical equipment, wiring and appliances shall be installed and maintained in a safe manner in accordance with all applicable laws. All electrical equipment shall be of an approved type.

Where there is electrical power available within 300 feet (91.4m) of any building, such building shall be connected to such electrical power. Every habitable room shall contain at least two electrical convenience outlets or one convenience outlet and one electric light fixture. Every water closet compartment, bathroom, laundry room, furnace room and public hallway shall contain at least one electric light fixture.

Case #	Violation Location	Violation Comments
88188	All 40 motel rooms	All electrical equipment,wiring,appliances,gfci's, shall ve installed and maintained in a safe manner. Test all ground fault circuit interrupters for proper operaton

R308 GLAZING

: LVMC 16.04.010 International Residential Code for One- and Two-Family Dwellings, 2006 Edition and Southern Nevada Supplement

R308 GLAZING

Case #	Violation Location	Violation Comments
88188	All openable windows re	Per NAC health codes openable portions of required windows for ventilation shall have removable screens installed to prevent West Nile Virus exposure
88188	Glazing required on all 4	Replace all broken windows on motel units (all 40 unit to be intact)

R311 MEANS OF EGRESS

: LVMC 16.04.010 International Residential Code for One- and Two-Family Dwellings, 2006 Edition and Southern Nevada Supplement

R311 MEANS OF EGRESS

Case #	Violation Location	Violation Comments

88188	All 40 motel rooms	Each egress door shall have chain or barrel bolt locks

R313 SMOKE ALARMS

: LVMC 16.04.010 International Residential Code for One- and Two-Family Dwellings, 2006 Edition and Southern Nevada Supplement

SECTION R313 SMOKE ALARMS

R313.1 Smoke detection and notification.
All smoke alarms shall be listed in accordance with UL217 and installed in accordance with the provisions of this code and the household fire warning equipment provisions of NFPA 72.
Household fire alarm systems installed in accordance with NFPA72 that include smoke alarms, or a combination of smoke detector and audible notification device installed as required by this section for smoke alarms, shall be permitted. The household fire alarm system shall provide the same level of smoke detection and alarm as required by this section for smoke alarms in the event the fire alarm panel is removed or the system is not connected to a central station.

R313.2 Location.
Smoke alarms shall be installed in the following locations:
1. In each sleeping room.
2. Outside each separate sleeping area in the immediate vicinity of the bedrooms.
3. On each additional story of the dwelling, including basements but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.
When more than one smoke alarm is required to be installed within an individual dwelling unit the alarm devices shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms in the individual unit.

R313.2.1 Alterations, repairs and additions.
When alterations, repairs or additions requiring a permit occur, or when one or more sleeping rooms are added or created in existing dwellings, the individual dwelling unit shall be equipped with smoke alarms located as required for new dwellings; the smoke alarms shall be interconnected and hard wired.

R313.3 Power source.
In new construction, the required smoke alarms shall receive their primary power from the building wiring when such wiring is served from a commercial source, and when primary power is interrupted, shall receive power from a battery. Wiring shall be permanent and without a disconnecting switch other than those required for overcurrent protection. Smoke alarms shall be permitted to be battery operated when installed in buildings without commercial power or in buildings that undergo alterations, repairs or additions regulated by Section R313.2.1.

Case #	Violation Location	Violation Comments
88188	All 40 motel rooms shall	Ensure that all smoke detectors in all 40 motel rooms are installed properly and work as normal in case of a fire
88188	all 40 units	Failure to repair or replace grease filters and lamps in range hood exhausts

Post: No Trespassing (per NRS 207.200), No Dumping (per NRS 444.630), No Vehicles (per LVMC 10.78.020 & 11.24.020) sign on site to deter illegal activity and prevent future violations. All trespassers, squatters, and anyone unable to prove occupancy must vacate premises within 10 days of posting of this notice.

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 20 at (702)229-1613 to supply your current phone number, email address, fax number, or additional mailing address.

Property is substandard and is occupied with an illegal use and has been declared a public nuisance under Section 202 and 401 of the 1994 Uniform Housing Code. Property must be vacated by September 01, 2010.

Because the building(s) is being used contrary to the provisions of the Uniform Housing Code, Uniform Administrative Code, International Building Code, and Zoning Code, the Building Official or his designee orders GRIGGS BRENDA S owner(s) of the building, to vacate the building(s) by **September 01, 2010**. You must contact the City of Las Vegas Department of Building and Safety at (702) 229-6251 when the building(s) has been vacated and all openings (i.e. windows, doors) are boarded and secured. Before re-entry, the building(s) or any portion of it needs to be inspected and approved prior to occupancy.

If these orders are not complied with, you are hereby given notice that the Building Official or his designee will proceed to vacate the building(s), cut off electrical power secure the building and charge the cost against the property or its owner(s). As the property owner(s), you will be responsible for all costs incurred. In this event, 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 be filed with the County Recorder's Office, certified copies of the lien given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the levy, collection and enforcement of property taxes shall be applicable to such assessment.

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.

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 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.

BY ORDER OF

Christopher Knight, Director
Department of Building and Safety

RECEIVED
CITY CLERK

2010 AUG -9 A 11:50

1101 N. Las Vegas Blvd
Las Vegas, NV 89101
Phone (702) 624-3614
Cashmanfieldinn@hotmail.com

August 9, 2010

Las Vegas City Council
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

RE: APN: 13927603007
Case# 88188

City Council Members:

With regard to the above case, I am appealing your decision to close this facility.

This past week, I have been fortunate to meet a previous builder for Lennar Homes. Mr. Terry Bennett has some great ideas we will be moving forward with. Starting in September, we will be evicting all tenants here at Cashman Field Inn, and I will be working with him to turn this facility into an independent living facility for Mental Health. His expertise in this area will prove to be invaluable, and I believe it will be the change that is desperately needed here. He will be contacting the building inspector on Monday, August 9, 2010, also contacting Mohave Mental Health for compliance. Thank you for your time and attention in this matter.

Sincerely,

Signature

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

August 10, 2010 CERTIFIED & REGULAR MAIL

Ms. Brenda Griggs
Cashman Field Inn
1101 North Las Vegas Boulevard
Las Vegas, Nevada 89101

Re: Appeal of the Notice and Order to Vacate for property located at 1101 North Las Vegas Boulevard, Case #88188

Dear Ms. Griggs:

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 1st day of September, 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 August 9, 2010, requesting the same, concerning the property located at 1101 North Las Vegas Boulevard.

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
Ydoleena Yturralde, Ward 5 Council Liaison
Ms. Brenda Griggs

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0044-08-09

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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:

Case #88188 - 1101 LVBN

Ms. Brenda Griggs
Cashman Field Inn
1101 North Las Vegas Boulevard
Las Vegas, Nevada 89101

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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 5091

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-38453 - EXTENSION OF TIME- SPECIAL USE PERMIT - APPLICANT/OWNER: SPECIALTY TRUST - Request for an Extension of Time of a previously approved Special Use Permit (SUP-27047) FOR A PROPOSED 3,200 SQUARE-FOOT RESTAURANT WITH DRIVE THROUGH at 6803 North Durango Drive (APN 125-20-216-002), T-C (Town Center) Zone [GC-TC (General Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends APPROVAL.

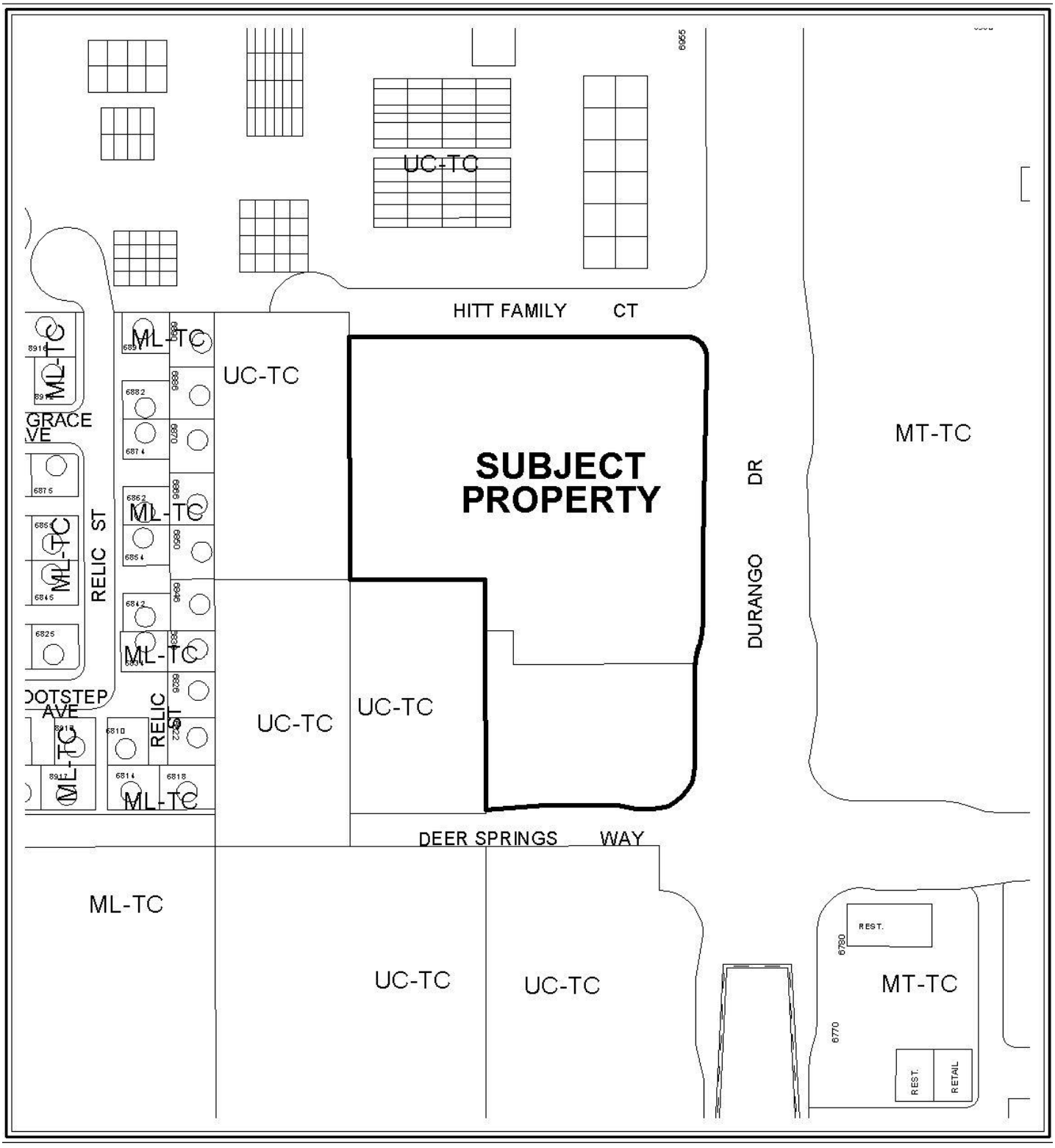
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps - EOT-38453 and EOT-38454
2. Conditions and Staff Report - EOT-38453 and EOT-38454
3. Supporting Documentation
4. Photos - EOT-38453 and EOT-38454
5. City Council Approval Letter for SUP-27047
6. Justification Letter



CASE: EOT-38453 AND EOT-38454

ZONING OF SUBJECT PROPERTY:

T-C (TOWN CENTER) ZONE [UC-TC (URBAN CENTER MIXED USE TOWN CENTER) LAND USE DESIGNATION]



0 100 200 Feet

CASE: EOT-38453 AND EOT-38454

ZONING OF SUBJECT PROPERTY:

T-C (TOWN CENTER) ZONE [UC-TC (URBAN CENTER MIXED USE TOWN CENTER) LAND USE DESIGNATION]

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: SPECIALTY TRUST

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-38453	Staff recommends APPROVAL, subject to conditions:	None
EOT-38454	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-38453 CONDITIONS

Planning and Development

1. The Special Use Permit (SUP-27047) shall expire on June 4, 2012 unless another Extension of Time is approved by the City Council.

2. Conformance to all the conditions of approval of the Special Use Permit (SUP-27047) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

EOT-39454 CONDITIONS

Planning and Development

1. The Special Use Permit (SUP-27046) shall expire on June 4, 2012 unless another Extension of Time is approved by the City Council.

2. Conformance to all the conditions of approval of the Special Use Permit (SUP-27046) 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 property is undeveloped land located at the northwest corner of Deer Springs Way and Durango Drive with previous approval for two Special Use Permits (SUP-27046 and SUP-27047) for a proposed Tavern and Restaurant with a drive-through. The first phase of the development (Walgreens Pharmacy) is complete with the on-site utilities, parking, and driveways for the second phase already completed. The developer is aggressively working to attract commercial tenants to proceed forward with the proposed tavern and restaurant, but due to the economic slowdown, it has been difficult to secure a tenant. The applicant is requesting an Extension of Time to secure a tenant to continue forward with the proposed projects. Staff finds no objection to the request and is recommending approval. If denied, the Special Use Permits (SUP-27046 and SUP-27047) would be allowed to expire.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/17/01	The City Council approved a Petition for Annexation of approximately 629.808 acres located west of El Capitan Way and east of Grand Canyon Drive between Grand Teton Drive and Rome Boulevard. The annexation became effective on 01/26/01.
04/03/02	The City Council approved a request to amend a portion of the Town Center Master Plan from ML-TC (Medium Low- Town Center) to SX-TC (Suburban Mixed Use) on 5.04 acres located adjacent to the west side of El Capitan Way approximately 660 feet south of Elkhorn Road. The Planning Commission recommended denial on 02/28/02.
05/01/02	The City Council approved a request for a Development Agreement on approximately 15 acres to establish a set of development standards for an area with the Urban Center Mixed Use (UC-TC) Town Center zoning district. The Planning Commission recommended approval on 03/28/02.
11/06/02	The City Council approved a Petition to Vacate U.S. patent reservations (VAC-0065-02) generally located west of El Capitan Way, approximately 660 feet north of Deer Springs Way. The Planning Commission recommended approval on 09/26/02.
03/19/03	The City Council approved a request for Rezoning (ZON-1620) from U (Undeveloped) Zone [UC-TC (Urban Center Mixed-Use-Town Center) General Plan Designation] to T-C (Town Center) on 6.14 acres adjacent to the northwest corner of Durango Drive and Deer Springs Way. The Planning Commission recommended approval on 02/13/03.

06/04/08	The City Council approved a request for a Major Modification of the Town Center Land Use Plan from UC-TC (Urban Center Mixed Use-Town Center) to GC-TC (General Commercial- Town Center) Special Land Use designation on 5.1 acres at the northwest corner of Durango Drive and Deer Springs Drive. The Planning Commission recommended approval on 05/08/08.
	The City Council approved a related request for a Special Use Permit (SUP-27046) for a proposed 5,376 square-foot Liquor Establishment-Tavern.
	The City Council approved a related request for a Special Use Permit (SUP-27047) for a proposed 3,200 square-foot Restaurant with drive through.
	The City Council approved a related request for a Special Use Permit (SUP-27049) for a proposed Beer/Wine/Cooler Off-Sale Establishment in conjunction with a Convenience Store.
	The City Council approved a related request for a Site Development Plan Review (SDR-27051) for a 41,741 square-foot retail and office development with waivers to allow an eight foot landscape buffer where a 15 foot buffer is required on Durango Drive, a 15-foot setback where a 20-foot setback is required for a gas station and Town Center landscape finger requirements within parking areas.
01/22/09	The Planning Commission approved a request for a Tentative Map (TMP-32529) for a one-lot commercial subdivision on 5.1 acres at the northwest corner of Deer Springs Way and Durango Drive.
03/18/09	The City Council approved a request for a Petition to Vacate U.S. Government Patent Easements (VAC-32645) generally located adjacent to the northwest corner of Deer Springs Way and Durango Drive. The Planning Commission recommended approval on 02/12/09.
05/13/09	The Planning and Development Department approved a request for a Final Map Technical Review (FMP-34480) for a one-lot commercial subdivision on 5.01 acres at the northwest corner of Deer Springs Way and Durango Drive. An action letter was forwarded to the applicant on 06/09/09. The recordation number is 2010071901714 on 06/10.
11/06/09	The Planning and Development Department approved a request for a Minor Amendment to a previously approved Site Development Plan Review (SDR-27501) for a 45,895 square-foot retail and office development where 41,741 square feet was previously approved on 5.01 acres at the northwest corner of Deer Springs Way and Durango Drive.

Related Building Permits/Business Licenses
No building permits or business licenses have been issued for the proposed Tavern or Restaurant with drive through.

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	
08/06/10	Staff conducted a field check of the subject site with the following observations: • The area was clean and free of debris • The landscaping areas were being properly maintained

Details of Application Request	
Site Area	
Gross Acres	3.62 acres

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped Land- Proposed Tavern and Restaurant with Drive-Through	TC (Town Center)	[GC-TC (General Commercial- Town Center) Special Land Use designation]
North	Condominiums	TC (Town Center)	[UC-TC (Urban Center Mixed Use- Town Center) Special Use Land Use designation]
South	Undeveloped Land	TC (Town Center)	[UC-TC (Urban Center Mixed Use- Town Center) Special Use Land Use designation]
East	Hospital	TC (Town Center)	[UC-TC (Urban Center Mixed Use- Town Center) Special Use Land Use designation]
West	Undeveloped Land	TC (Town Center)	[UC-TC (Urban Center Mixed Use- Town Center) Special Use Land Use designation]
	Single Family Dwellings	TC (Town Center)	[ML-TC (Medium Low Density Residential- Town Center) Special Use Land designation]

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Town Center Master Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
T-C (Town Center) District	X		Y
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 previously approved Special Use Permits (SUP-27046 and SUP-27047) for a proposed tavern and restaurant with drive-through located at the northwest corner of Deer Springs Way and Durango Drive. Phase one (Walgreen Pharmacy) of the project is complete, in addition to the on-site utilities, parking, and driveways for the second phase. Staff conducted a field check of the subject site on 8/6/10 and found the property to be clean and free of trash/debris with the landscaping areas being properly maintained.

Title 19.18.060 (P) deems a Special Use Permit exercised upon the issuance of a building permit for the new construction.

FINDINGS

The Special Use Permits (SUP-27046 and SUP-27047) have not met Title 19.18.060 requirements to exercise the entitlement as building permits for the new construction of the tavern and/or restaurant have not been issued. Due to the economic slowdown in the Las Vegas area, the applicant has experienced difficulty locating commercial tenants to proceed forward with the proposed tavern and restaurant and is therefore requesting an Extension of Time. Staff finds no objection to the request and is recommending approval with a two-year time limit. Conformance to the conditions of approval of the Special Use Permits (SUP-27046 and SUP-27047) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-38453** APN: 125-20-216-002

Name of Property Owner: Specialty Trust

Name of Applicant: Speciality Trust

Name of Representative: Specialty Trust

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: Nello Gonfiantini III, President

Subscribed and sworn before me

This 3rd day of June, 2010

Kristen M. Shipman

Notary Public in and for said County and State

KRISTEN M. SHIPMAN
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 05-96419-2 - Expires May 2, 2013

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PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time (SUP-27047)

Project Address (Location) 6803 N. Durango Drive, Las Vegas

Project Name The Village at Centennial Hills **Proposed Use** Commercial

Assessor's Parcel #(s) 125-20-216-002 **Ward #** 6,482,979 (both)

General Plan: existing TC proposed TC **Zoning:** existing GC-TC proposed GC-TC

Commercial Square Footage 31,405 sf **Floor Area Ratio** 20.0%

Gross Acres 3.62 acres **Lots/Units** N/A **Density** N/A

Additional Information Original SUP for a Restaurant with Drive Through

PROPERTY OWNER Specialty Trust **Contact** Wynn Lucke

Address 6160 Plumas Street **Phone:** (775) 826-0809 **Fax:** (775) 826-4676

City Reno **State** NV **Zip** 89519

E-mail Address wlucke@specialtyfi.com

APPLICANT Specialty Trust **Contact** _____

Address same as above **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE Speciality Trust **Contact** _____

Address same as above **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 Nello Gonfiantini III, President

Subscribed and sworn before me

This 3rd day of June, 20 10.

Kristen M. Shipman

Notary Public in and for said County and State

KRISTEN M. SHIPMAN
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 05-96419-2 - Expires May 2, 2013

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	EOT-38453
Meeting Date:	~~9/1/10~~ 9/1/10
Total Fee:	$300
Date Received:*	6/4/10
Received By:	

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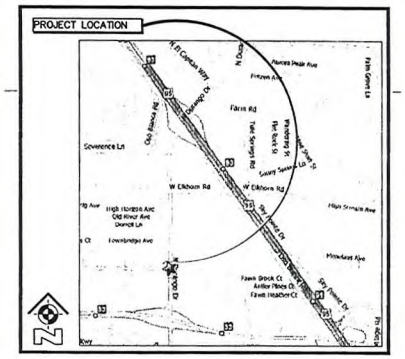
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

DESIGN DATA

LOT AREA	205,061.95 SQUARE FEET± TOTAL (4.71 ACRES)
PHARMACY	14,490 SQUARE FEET
RESTAURANT WITH DRIVE-THRU	3,200 SQUARE FEET
TAVERN	4,700 SQUARE FEET
RETAIL #1	5,000 SQUARE FEET
RETAIL #2	4,715 SQUARE FEET
RETAIL #3	3,390 SQUARE FEET
OFFICE	10,400 SQUARE FEET
TOTAL BUILDING AREA	45,895 SQUARE FEET TOTAL AREA
LOT COVERAGE	22.38%
OPEN SPACE COVERAGE	27.72% ± INCLUDING LANDSCAPE AREAS, FINGER ISLANDS, PATHS AND WALK AREAS, COURTYARDS, ETC. PER TCDSM
PARKING REQUIRED (CITY OF LAS VEGAS - TITLE 19A)	
SHOPPING CENTER >25,000 S.F.	45,895 SQUARE FEET/1:250 = 183.58 STALLS
TOTAL STALLS REQUIRED	184 STALLS REQUIRED
PARKING PROVIDED	
REGULAR STALLS	231 STALLS (9'x18' TYP.)
ACCESSIBLE STALL	5 VAN AND 4 REGULAR STALL
TOTAL SPACES	236 STALLS PROVIDED



Overall Site Plan

Scale: 1" = 30'-0"
BBDG Project No.: 6307A.01
Version 19g1

SDR-30027
11/06/08 PC
REVISED

Land-Use Submittal
October 1, 2008

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The Village at Centennial Hills

Northwest Corner of Durango and Deer Springs, Las Vegas, Nevada

EOT-38453

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LANDSCAPING GENERAL NOTES:

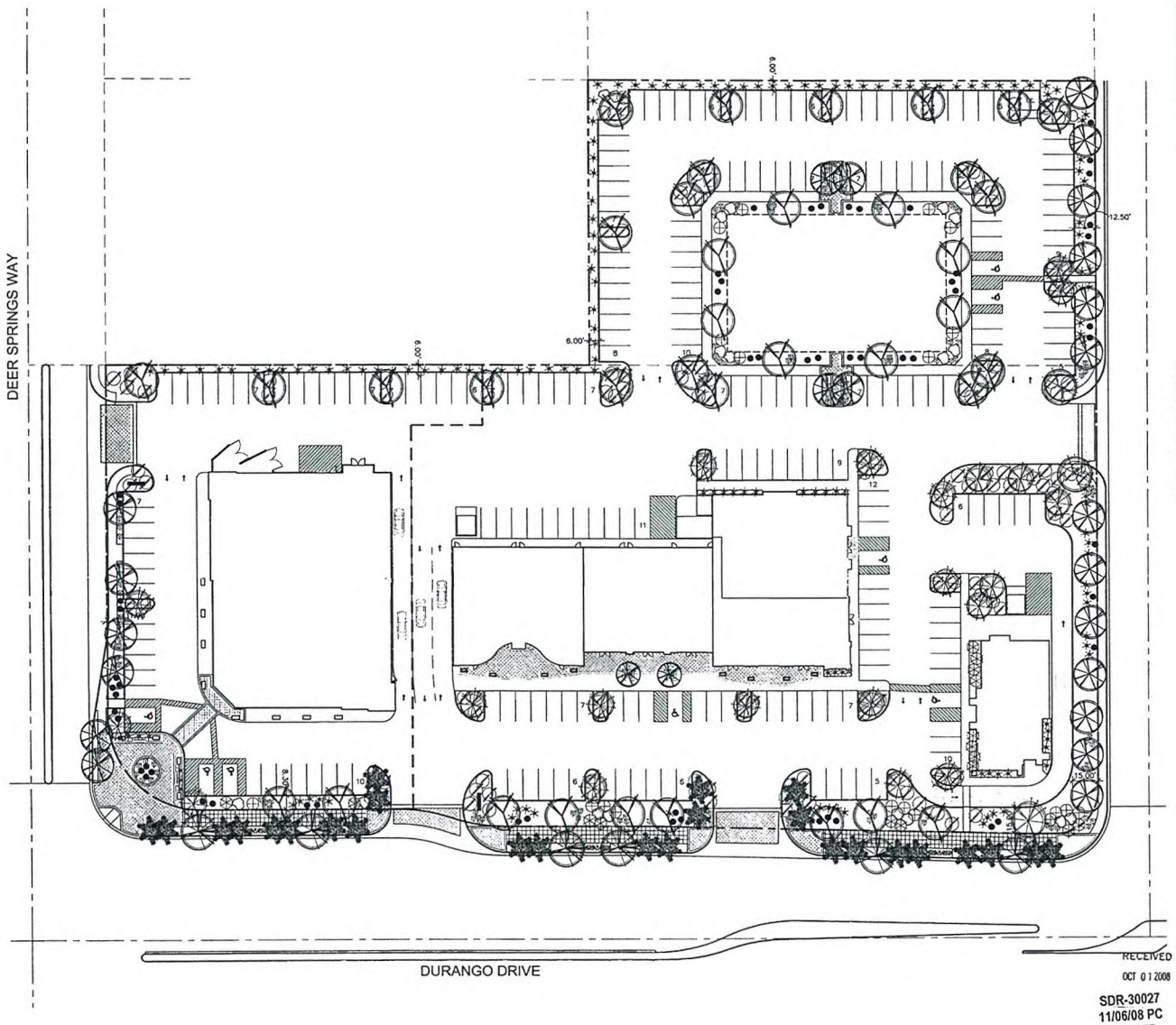
1. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ALL PLANT QUANTITIES. THE PLANT LIST IS INTENDED AS A REFERENCE ONLY.
2. THE LANDSCAPE CONTRACTOR SHALL APPROVE ALL PLANT MATERIAL PRIOR TO INSTALLATION. PLANT MATERIAL SHALL HAVE IDENTIFICATION TAGS ON AT LEAST 10% OF TOTAL QUANTITY OF EACH SPECIES. EACH TAG SHALL SHOW THE GENUS, SPECIES AND VARIETY, ETC. THE LANDSCAPE CONTRACTOR SHALL PROVIDE MATCHING SIZES AND FORMS OF LIKE SHRUB SPECIES AS SHOWN ON DRAWINGS.
3. THE LANDSCAPE CONTRACTOR SHALL BE REQUIRED TO DESIGN/BUILD THE IRRIGATION SYSTEM IN ACCORDANCE WITH LOCAL CODES AND ACCEPTABLE INDUSTRY STANDARDS.
4. DECOMPOSED GRANITE USED ON THIS PROJECT SHALL BE 1/4" MINUS, COLOR SHALL BE MOHAVE GOLD PER TOWN CENTER STADARDS AND SHALL BE A MINIMUM OF 2" IN DEPTH TYPICAL IN ALL PLANTING BEDS. DECOMPOSED GRANITE SHALL CONTAIN 40% FINES AND 60% AGGREGATE. THE LANDSCAPE CONTRACTOR SHALL RECEIVE VERIFICATION OF MIX FROM THE SUPPLIER AND PRESENT VERIFICATION TO THE OWNER PRIOR TO ANY CONSTRUCTION.
5. LANDSCAPE BOULDERS COLOR SHALL MATCH OR COMPLEMENT ROCK GROUNDCOVER. ALL BOULDERS TO BE GRANITE UNLESS NOTED OTHERWISE. BOULDERS SHALL BE ROUND IN SHAPE AND SHALL BE 2' TO 4' IN DIAMETER, SIZED ACCORDING TO THE FOLLOWING PERCENTAGES:
   - 40% 4' LARGEST DIAMETER
   - 40% 3' LARGEST DIAMETER
   - 20% 2' LARGEST DIAMETER
6. THE BOULDER SHALL BE SET BY THE LANDSCAPE CONTRACTOR WITH NO MORE 1/4 OF ROCK DIAMETER SET INTO FINISHED GRADE.
7. ALL LANDSCAPING SHALL BE INSTALLED PER CITY OF LAS VEGAS TITLE 19 ZONING CODE AND OTHER APPLICABLE CODES.
8. EACH PLANT SHALL BE PROVIDED IT'S OWN DRIP IRRIGATION LINE. MAIN LINES SHALL BE A MINIMUM OF 1" AND ISOLATION VALVES SHALL BE INCORPORATED AT DIFFERENT PLANTING AREAS AND PLANTING TYPES.
9. ALL AREAS SHALL RECEIVE DECOMPOSED GRANITE AS COVERING UNLESS NOTED OTHERWISE.
10. ALL LANDSCAPING SHALL BE ON AN AUTOMATIC WATERING SYSTEM WITH AN ELECTRIC TIME CLOCK. THE TIME CLOCK SHALL BE PLACED WITHIN THE BUILDING.
11. THE LANDSCAPING CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL SLEEVES REQUIRED UNDER PAVEMENT AND SIDEWALK AREAS. PROVIDE A MINIMUM OF (3) PVC CONDUITS WITH (1) 1"ø MINIMUM AND (2) 2 "ø MINIMUM. ALL LANDSCAPE AREAS SHALL BE INTERCONNECTED.
12. ALL TREES PLANTED ALONG RIGHT-OF-WAY SHALL BE PLANTED AT 3'-0" MINIMUM BACK OF SIDEWALK. TREES WITHIN 5' OF SIDEWALKS OR WALLS SHALL BE PLANTED WITH A ROOT SHIELD DESIGNED TO DIRECT ROOT GROWTH DOWNWARD.
13. ANY REQUIRED PLANT MATERIAL THAT DOES NOT SURVIVE, OR SUSTAINS SEVERE DAMAGE, SHALL BE REPLACED WITHIN NINETY (90) DAYS.
14. ALL EXISTING LANDSCAPE AREAS SHALL BE DE-WEEDED AND SHALL HAVE THE TOP 6" OF SOIL REPLACED WITH CLEAN WEED FREE MATERIAL. ALL EXISTING LANDSCAPE MATERIAL SHALL BE REMOVED AND DISPOSED OF.

TREE SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE
	WASHINGTONIA ROBUSTA HYBRID	MEXICAN FAN PALM	25 FEET BTH AT STREET ROW 18 FEET BTH ONSITE
	FAXINUS VELUTINA RIO GRANDE	RIO GRANDE ASH	36" BOX MINIMUM AT STREET ROW 24" BOX MINIMUM ONSITE
	CHILTALPA TASHKENTENSIS	CHILTALPA	36" BOX MINIMUM AT STREET ROW 24" BOX MINIMUM ONSITE
	ROBINIA AMBIGUA "PURPLE ROBE"	PURPLE ROBE LOCUST	36" BOX MINIMUM AT STREET ROW 24" BOX MINIMUM ONSITE
	SCHINUS MOLLE	CALIFORNIA PEPPER TREE	24" BOX MINIMUM ONSITE
	PARKINSONIA FLORIDUM	BLUE PALO VERDE	24" BOX MINIMUM ONSITE

PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE
	ROSMARINUS OFFICINALIS	ROSEMARY	5 GAL
	MUHLENBERGIA RIGENS	DEER GRASS	5 GAL
	BAILEYA MULTIRADIATA	DESERT MARIGOLD	5 GAL
	HESPERALOE PARVIFLORA	RED YUCCA	5 GAL
	NANDINA DOMESTICA	HEAVENLY BAMBOO	5 GAL
	LANTANA HORRIDA	DESERT LANTANA	5 GAL - VARIOUS COLORS
	BOULDERS - TYP.		VARIES



BRESLIN BUILDERS
DESIGN & CONSTRUCTION
LICENSED GENERAL CONTRACTOR
LICENSE #0018499
3525 POLARIS AVENUE, SUITE B
LAS VEGAS, NEVADA 89118
(702)798-3977
FAX (702)798-3908
www.breslinbuilders.com

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OCT 01 2008

SDR-30027
11/06/08 PC
REVISED

Overall Landscape Plan

Land-Use Submittal
October 1, 2008

Scale: 1" = 30'-0"
BBDG Project No.: 6307A
Version 19g1

The Village at Centennial Hills

Northwest Corner of Durango and Deer Springs, Las Vegas, Nevada

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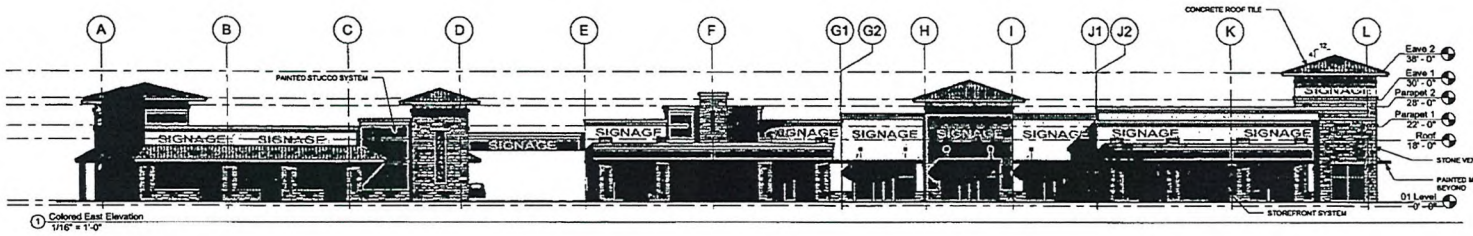
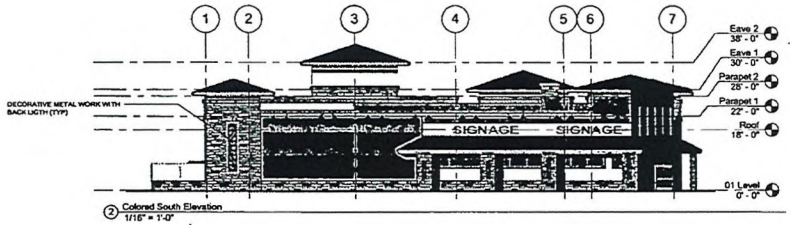
JUN 04 2010

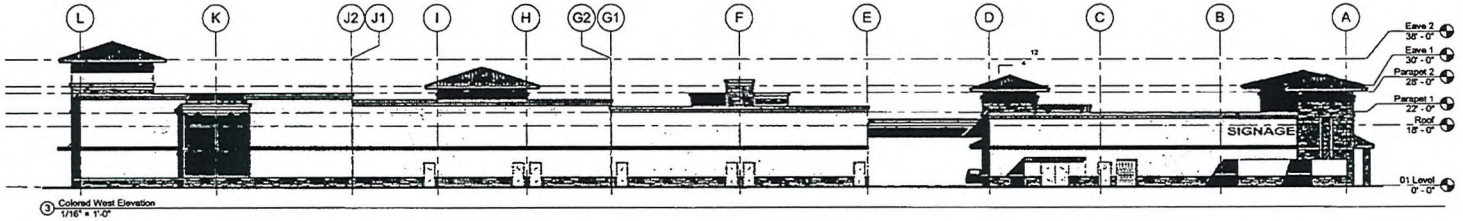


1 Colored East Elevation
1/16" = 1'-0"

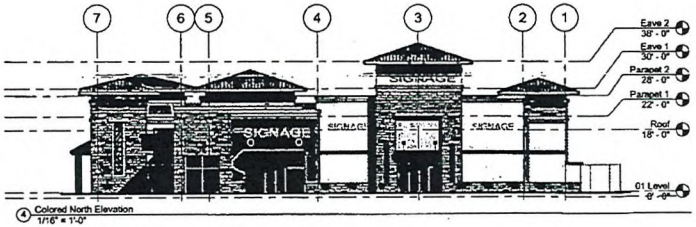
BRESLIN BUILDERS



2 Colored South Elevation
1/16" = 1'-0"



3 Colored West Elevation
1/16" = 1'-0"



4 Colored North Elevation
1/16" = 1'-0"

Retail Colored Exterior Elevations

Land-Use Submittal
September 16, 2008

Scale: 1/16" = 1'-0"
BSDG Project No.: 6307A.01

The Village at Centennial Hills
Northwest Corner of Durango and Deer Springs, Las Vegas, Nevada

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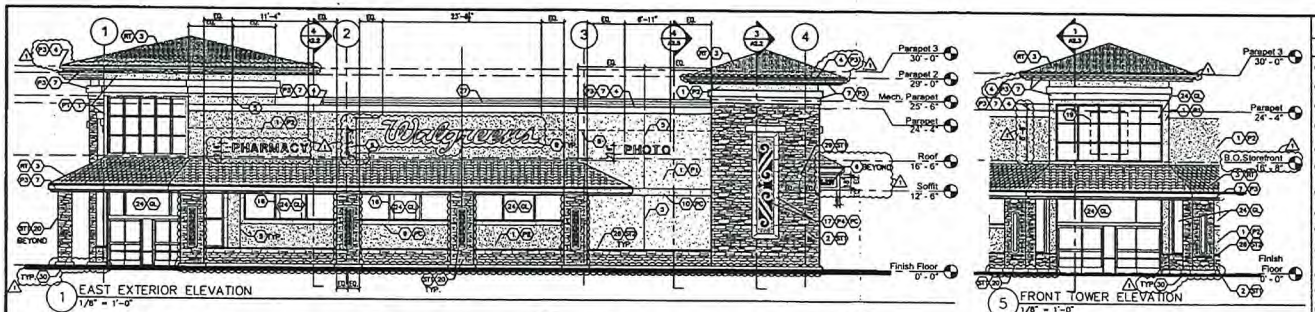
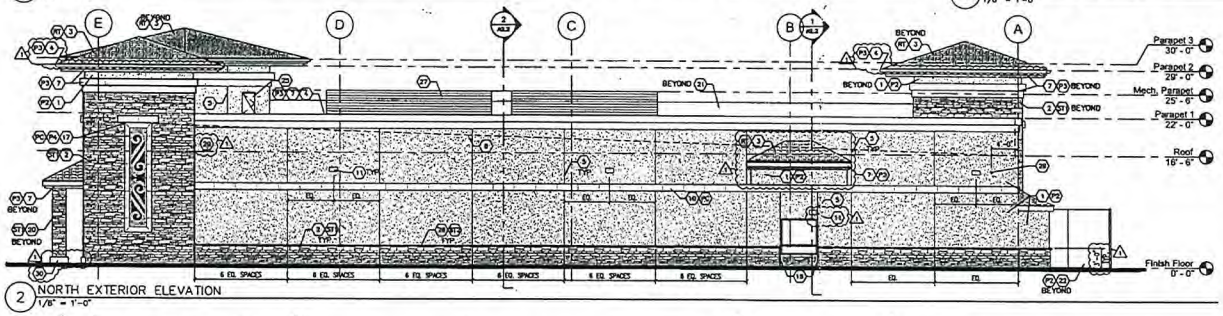
EOT-38453

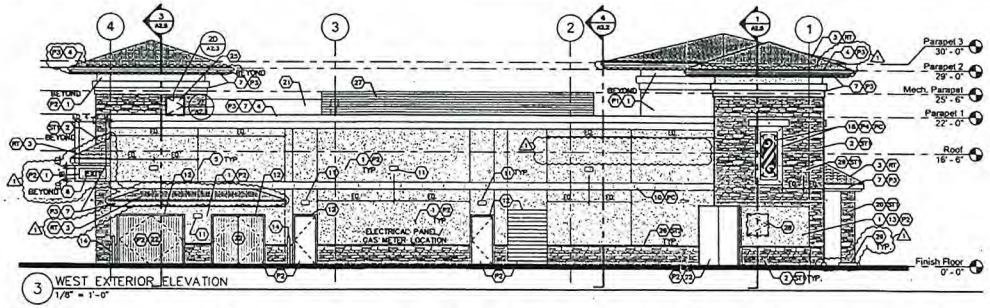


1 EAST EXTERIOR ELEVATION
1/8" = 1'-0"

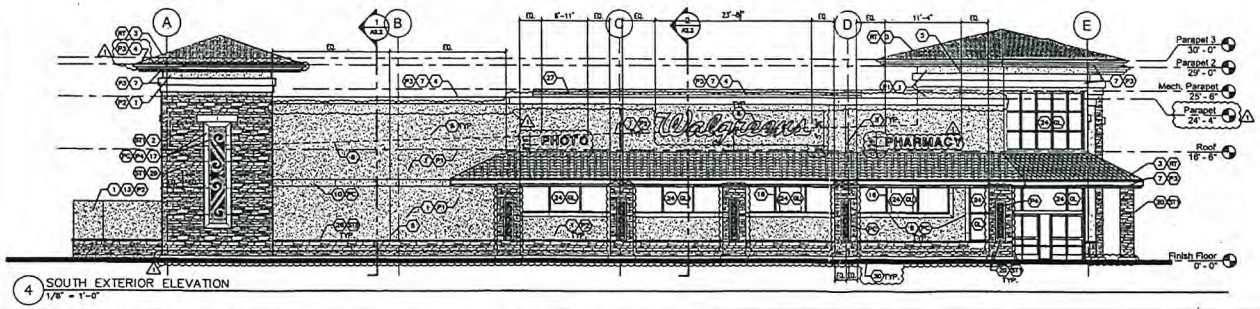
5 FRONT TOWER ELEVATION
1/8" = 1'-0"



2 NORTH EXTERIOR ELEVATION
1/8" = 1'-0"



3 WEST EXTERIOR ELEVATION
1/8" = 1'-0"



4 SOUTH EXTERIOR ELEVATION
1/8" = 1'-0"

a21a-p0207

EXTERIOR ELEVATIONS KEYED NOTES

	DESCRIPTION
1	STUCCO SYSTEM. SEE FINISH SCHEDULE AND SPECS.
2	STONE VENEER SYSTEM. SEE FINISH SCHEDULE AND SPECS.
3	ROOF TILE. SEE FINISH SCHEDULE.
4	PREFINISHED SHEET METAL COPING, GUTTERS AND DOWNSPOUTS COLOR TO MATCH ADJACENT CORNICE.
5	TYP. STUCCO CONTROL JOINT.
6	SIGNAGE UNDER SEPARATE PERMIT. SHOWN FOR REFERENCE ONLY. SEE ELECTRICAL DWGS AND SHEET A3.3 FOR ADDITIONAL INFORMATION.
7	STUCCO ACRYLIC FINISH COAT OVER RIGID FOAM CORNICE OR EAVE. SEE FINISH SCHEDULE
8	ROOF LINE BEYOND
9	PRE-CAST CONCRETE TRIM AROUND WINDOWS. SEE FINISH SCHEDULE
10	PRE-CAST CONCRETE TRIM ALONG WALLS. SEE FINISH SCHEDULE
11	WALL-MOUNTED LIGHT. SEE ELECTRICAL DRAWINGS.
12	RAIN SHIELD ABOVE DOOR
13	TRASH COMPACTOR AND TOTE ENCLOSURES. SEE STRUCTURAL DWGS.
14	PIPE BOLLARD. SEE DETAI 12/C0.0
15	FLEXIBLE DELINEATION POST. FASTEN TO CONCRETE WITH BOLTS.
16	WINDOW SIGN.
17	PRE-CAST TRIM AT WALL MOUNTED LIGHT FIXTURE WITH DECORATIVE STEEL PLATE. SEE 2-A2.5 AND FINISH SCHEDULE
18	PRE-CAST TRIM AT WALL MOUNTED LIGHT FIXTURE WITH DECORATIVE STEEL PLATE. SEE 1-A2.6 AND FINISH SCHEDULE
19	WALGREENS GRAPHIC BEYOND. SEE DETAIL ON SHEET A2.3 AND A3.2.
20	STONE VENEER SYSTEM OVER CMU COLUMNS. SEE FLOOR PLAN SHEET A1.1 AND DETAIL 1A-A2.4 FOR WALL MOUNTED LIGHT FIXTURE WITH DECORATIVE PLATE.
21	APPLY STUCCO SYSTEM AT BACKS OF PARAPETS AND FLASHED PER WALL SECTIONS.
22	PAINTED METAL GATE AT ENCLOSURE
23	NOT USED
24	ALUMINUM STOREFRONT. SEE SCHEDULES
25	ACCESS PANEL. SEE SHEET A1.3
26	PRE-CAST STONE SILL AT WAINSCOAT
27	PREFINISHED METAL MECHANICAL ENCLOSURE- SEE BUILDING SECTIONS SHEET A2.2
28	COMPACTOR ACCESS DOOR BEYOND
29	CCTV CAMERA LOCATIONS. PROVIDE FLAT SURFACE STONE VENEER AT STONE SURFACE. COORDINATE WITH ELECTRICAL DRAWINGS FOR SIZE OF THE STONE PIECE.
30	6" CONC. CURB

FINISH-SCHEDULE

P1	FIELD COLOR 1 - TBD (DARK BROWN)
P2	FIELD COLOR 2 - TBD (TAN)
P3	ACCENT COLOR AT TRIMS - TBD
P4	ACCENT COLOR AT DECORATIVE GRILL - TBD
ST1	STONE VENEER - TBD
ST2	STONE SILL - TBD
RT	SPANISH CONCRETE ROOF TILE - TBD
GL	GLASS - SEE WINDOW SCHEDULE.
PC	PRECAST CONCRETE - FINISH TBD (COLOR TO MATCH P3)

ACTUAL COLORS TBD AND APPROVED BY ARCHITECT AND WALGREENS BEFORE INSTALLATION.

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JUL 15 2009

CITY OF LAS VEGAS PLANNING GLAZING NOTE:

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).

BRESLIN BUILDERS
5525 POLARIS AVENUE, SUITE B
LAS VEGAS, NEVADA 89118
(702)798-3977
FAX (702)798-3808
DESIGN & CONSTRUCTION
LICENSED GENERAL CONTRACTOR:
LICENSE #0026496
www.breslinbuilders.com

CONSULTANT PROJECT NO.

PROJECT TYPE

DRAWINGS/SPECIFICATIONS BY:
- ☐ WALGREENS'
- ■ LANDLORD'S CONSULTANT

ALL CONSTRUCTION WORK, UNLESS NOTED OTHERWISE, BY:
- ☐ WALGREENS' CONTRACTOR
- ■ LANDLORD'S CONTRACTOR (TURNKEY CONSTRUCTION)

STORE		BUILDING	
NEW	■	NEW	■
REMODELING	☐	EXISTING	☐
RELOCATION	☐	NEW SHELL ONLY	☐
OTHERS	☐		

SIGN AREA SUMMARY

SOUTH ELEVATION	
23'-8 1/2" WALGREENS SCRIPT SIGN	87.33 SF
16" PHOTO INDIVIDUAL LETTER	9.2 SF
16" PHARMACY INDIVIDUAL LETTER	15.1 SF
TOTAL:	91.63 SF
EAST ELEVATION	
23'-8 1/2" WALGREENS SCRIPT SIGN	87.33 SF
16" PHOTO INDIVIDUAL LETTER	9.2 SF
16" PHARMACY INDIVIDUAL LETTER	15.1 SF
DRIVE THRU PHARMACY BOX SIGN	6.0 SF
TOTAL:	97.63 SF
WEST ELEVATION	
TEXT BOX SIGN	6.0 SF
TOTAL:	6.0 SF
NORTH ELEVATION	
NO PROPOSED SIGNAGE	0.0 SF
TOTAL:	0.0 SF
TOTAL BUILDING SIGNAGE	195.26 SF
MONUMENT GROUND SIGN #1	
ID PANEL	11.22 SF
LED READERBOARD	23.11 SF
TOTAL:	34.33 SF
MONUMENT GROUND SIGN #2	
ID PANEL	21.78 SF
TOTAL:	21.78 SF
TOTAL GROUND SIGNAGE	56.11 SF
TOTAL SITE SIGNAGE	251.37 SF

REVISION NOTES:
UPDATED SHEET PER WALGREENS COMMENTS. ADJUST LOWER PARAPET HEIGHTS TO MATCH UPPER. ADDED CURB AT STONE VENEERING. ADJUSTMENT TO SIGNAGE LOCATIONS. ADDED TILE ROOF TO TOTE ENCLOSURE. ADDED GUTTERS AND DOWNSPOUTS TO TOWERS. ADJUSTED COLUMN WIDTHS TO 3'.

NO.	DATE	BY	DESCRIPTION	CONST
1	06-19-2009	TMM	CLVBD / WALGREENS COMMENTS	
2	05-18-2009	GC	IN HOUSE CHANGES	

REVISIONS

CERTIFICATION AND SEAL

CONTRACTOR

THESE PLANS ARE PREPARED AND SUBMITTED BY THE CONTRACTOR AS A CATEGORY AUTHORIZED UNDER NRS638.

BRESLIN BUILDERS — COMPANY NAME
JACK BRESLIN — CONTRACTOR'S REPRESENTATIVE OR MASTER OR CLASS PLUMBING OR ELECTRICAL MASTER
0018109 — CONTRACTOR LICENSE #
TODD MCBRAYER — PLAN PREPARED BY
SIGNATURE

WALGREENS STORE #12539
PROJECT NAME

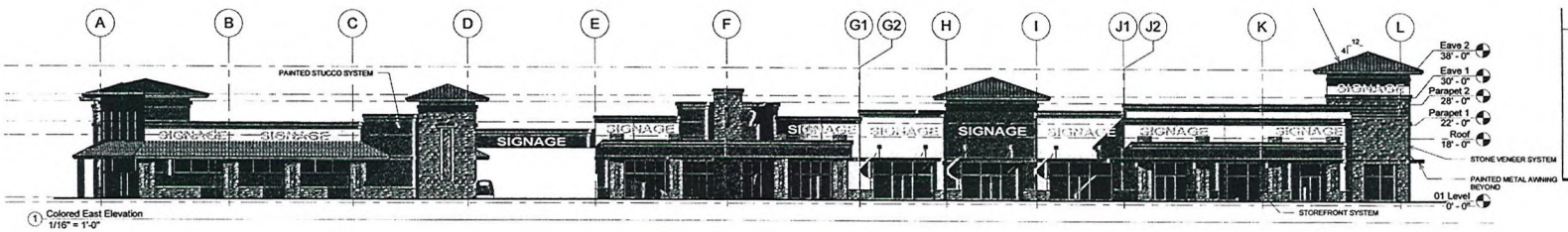
NEC OF DURANGO DRIVE AND DEER SPRINGS WAY
LAS VEGAS, NEVADA

DRAWING TITLE
EXTERIOR ELEVATIONS

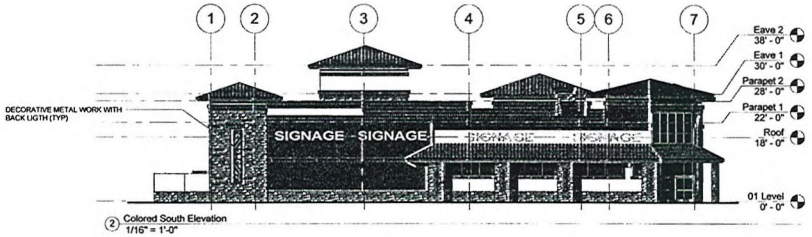
CADD PLOT: A21-ELEV.DWG
VOID PLOT:
SUPERSEDES PLAN DATED:
SCALE: 1/8" = 1'-0"
DRAWN BY: CL
DATE: 03-13-2009
REVIEWED BY: TMM
DRAWING NO. A2.1
ENTIRE SHEET REVISED
OF DWGS.

EOT-38453

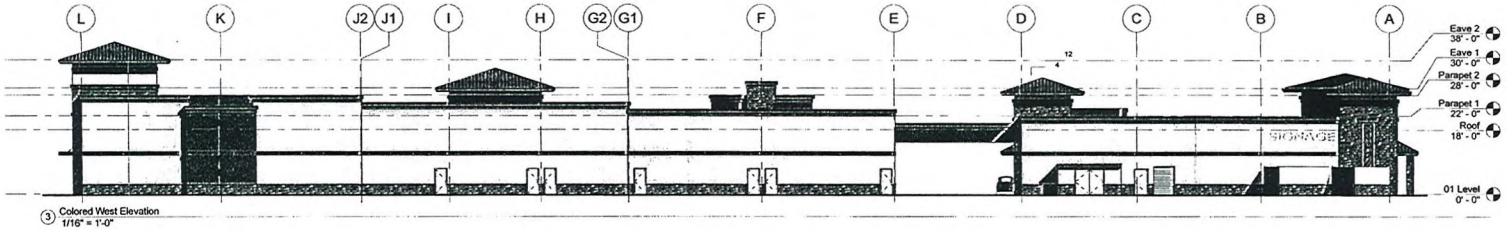
JUN 04 2010



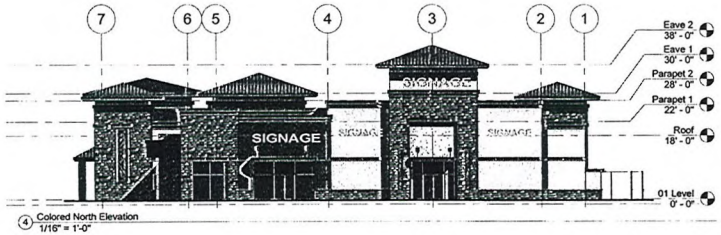
① Colored East Elevation
1/16" = 1'-0"



② Colored South Elevation
1/16" = 1'-0"



③ Colored West Elevation
1/16" = 1'-0"



④ Colored North Elevation
1/16" = 1'-0"

BRESLIN BUILDERS

SDR-30027
11/06/08 PC

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Retail Colored Exterior Elevations

Land-Use Submittal
September 16, 2008

Scale: 1/16" = 1'-0"
BBDG Project No.: 6307A.01

The Village at Centennial Hills
Northwest Corner of Durango and Deer Springs, Las Vegas, Nevada

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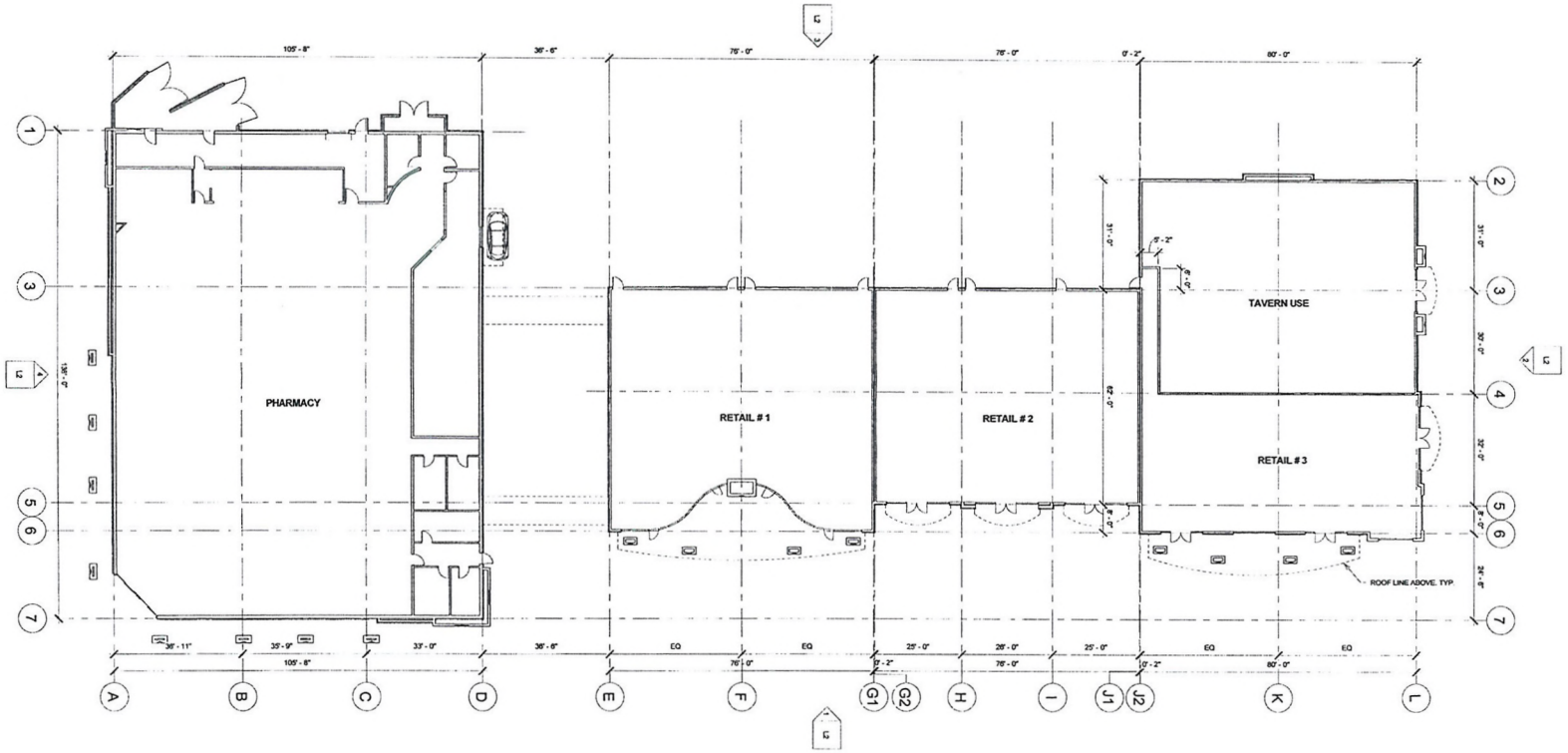
EOT-38453

BRESLIN BUILDERS
DESIGN & CONSTRUCTION
LICENSED GENERAL CONTRACTOR
LICENSE #0019169
8635 POLARIS AVENUE
LAS VEGAS, NEVADA 89147
(702)798-3977
FAX (702)798-3908
www.breslinbuilders.com



SEP 16 2009

SDR-30027
11/06/08 PC

Land-Use Submittal
September 16, 2008

Overall Floor Plan

Scale: 1/16" = 1'-0"
BBDG Project No.: 6307A.01

Breslin Builders shall have no liability for use of this information without their written consent. Copyright (c) 1998 - 2008. Use of the information contained in this instrument for other than the specific purpose for which it was intended and for other than the client for whom it was prepared is forbidden unless expressly permitted in advance by Breslin Builders. These drawings shall be for one project only.

P:\6307A - Town Center Commons 2007\Drawings\Architectural\Preliminary\Walgreens - Tavern Retail\6307A - Walgreens - Tavern Retail v26 - 20080908.rvt

The Village at Centennial Hills
Northwest Corner of Durango and Deer Springs, Las Vegas, Nevada

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JUN 04 2010

EOT-38453



EOT-38453 & EOT-38454 - APPLICANT/OWNER: SPECIALTY TRUST
6803 NORTH DURANGO DRIVE

08/06/10



EOT-38453 & EOT-38454 - APPLICANT/OWNER: SPECIALTY TRUST
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6803 NORTH DURANGO DRIVE

08/06/10

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
TTY 702.386.9108
www.lasvegasnevada.gov

June 6, 2008

Mr. Douglas Hitt
Hitt W. Douglas Family Trust
2208 Alia Court
Las Vegas, Nevada 89102

RE: SUP-27047 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF JUNE 4, 2008
RELATED TO MOD-27044, SUP-27046, SUP-27048, SUP-27049 AND SDR-27051

Dear Mr. Hitt:

The City Council at a regular meeting held June 4, 2008 APPROVED the request for a Special Use Permit FOR A PROPOSED 3,200 SQUARE-FOOT RESTAURANT WITH DRIVE THROUGH at the northwest corner of Durango Drive and Deer Springs Way (APNs 125-20-201-016 and 125-20-201-025), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) Special Land Use Designation]. The Notice of Final Action was filed with the Las Vegas City Clerk on June 5, 2008. This approval is subject to:

Planning & Development

1. Conformance to all minimum requirements under the Town Center Development Standards Manual for Restaurant with Drive-through use, including parking requirements.

2. Approval of and conformance to the Conditions of Approval for Major Modification (MOD-27044), Special Use Permits (SUP-27046, SUP-27048, SUP-27049) and Site Development Plan Review (SDR-27051) shall be required.

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. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

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JUN 04 2010
EOT-38453

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Lean Coleman

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Gary Leobold
Leobold & Brown, LLC
2592 Canadian Goose Circle
Henderson, Nevada 89052

Mr. Todd McBrayer
Breslin Builders
5525 Polaris Avenue, Suite B
Las Vegas, Nevada 89118

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SPECIALTYTRUST

June 3, 2010

SPECIALTY TRUST
6160 PLUMAS STREET
RENO, NV 89519-6060
TEL:775/826-0809
FAX:775/826-0166
WWW.SPECIALTYFI.COM

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

RE: Justification for Extension of Time Request of SUP-27047

Dear Sir:

This letter is prepared as a justification letter for the proposed Extension of Time request of the previously approved Special Use Permit SUP-27047. This Special Use Permit was for a Restaurant with a Drive Through that is within the currently improved portion of The Village at Centennial Hills commercial subdivision. The first phase of the development has been completed with the construction of a Walgreen's Pharmacy and the on-site utilities, parking, and driveways for the second phase of the project have already been completed. This second phase of the project includes a proposed fast food restaurant with a drive through as shown on the approved Site Development Plan application SDR-30027. The concrete curb for the proposed drive through lane has already been installed with the on-site improvements. The project has continued to proceed with the construction of the development, even in these difficult economic times. It is the intent of the developer to bring quality commercial tenants into this growing area as the economy begins to recover. As the second phase of the project works toward acquiring quality tenants to permit construction for the next phase of the project, we ask that this Special Use Permit be extended to allow potential tenants the opportunity to obtain this use.

To conclude, because the project has already built the first phase of the project and has completed the required on-site improvements for the proposed second phase of the project, and as a result of the economic slowdown, we believe that an Extension of Time request is warranted so the Special Use Permit can be potentially used for this development as originally intended.

Please feel free to contact me at our office at (775) 826-0809 to discuss this matter further. Thank you in advance for your consideration of this request.

Sincerely,

Wynn Lucke
Loan Servicing Assistant Manager

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EOT-38453

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-38454 - EXTENSION OF TIME RELATED TO EOT-38453 - SPECIAL USE PERMIT - APPLICANT/OWNER: SPECIALTY TRUST - Request for an Extension of Time of a previously approved Special Use Permit (SUP-27046) FOR A PROPOSED 5,376 SQUARE-FOOT LIQUOR ESTABLISHMENT- TAVERN at 6803 North Durango Drive (APN 125-20-216-002), T-C (Town Center) Zone [GC-TC (General Commercial) - Town Center) Special Land Use Designation], 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, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. City Council Approval Letter for SUP-27046
4. Justification Letter

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-38454** APN: 125-20-216-002

Name of Property Owner: Specialty Trust

Name of Applicant: Speciality Trust

Name of Representative: Specialty Trust

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: Nello Confiantini III President

Subscribed and sworn before me

This 3rd day of June, 2010

Kristen M. Shipman

Notary Public in and for said County and State

KRISTEN M. SHIPMAN
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 05-96419-2 - Expires May 2, 2013

Revised 11-14-06

F:\depot\Application Packet\Statement of Financial Interest.pdf

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JUN 04 2010

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time (SUP-27046)

Project Address (Location) 6803 N. Durango Drive, Las Vegas

Project Name The Village at Centennial Hills **Proposed Use** Commercial

Assessor's Parcel #(s) 125-20-216-002 **Ward #** 6,482,979 (both)

General Plan: existing TC proposed TC **Zoning:** existing GC-TC proposed GC-TC

Commercial Square Footage 31,405 sf **Floor Area Ratio** 20.0%

Gross Acres 3.62 acres **Lots/Units** N/A **Density** N/A

Additional Information Original SUP for a Liquor Establishment - Tavern Use

PROPERTY OWNER Specialty Trust **Contact** Wynn Lucke

Address 6160 Plumas Street **Phone:** (775) 826-0809 **Fax:** (775) 826-4676

City Reno **State** NV **Zip** 89519

E-mail Address wlucke@specialtyfi.com

APPLICANT Specialty Trust **Contact**

Address same as above **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

REPRESENTATIVE Speciality Trust **Contact**

Address same as above **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

Property Owner Signature* Nello Confiantini III

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Nello Confiantini III, President

Subscribed and sworn before me

This 3rd day of June, 20 10.

Kristen M. Shipman

Notary Public in and for said County and State

KRISTEN M. SHIPMAN
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 05-96419-2 - Expires May 2, 2013

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	EOT-38454
Meeting Date:	9/1/10
Total Fee:	$300
Date Received:*	6/4/10
Received By:	

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*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.

f:\depot\Application Packet\Application Form.pdf

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
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VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

June 6, 2008

Mr. Douglas Hitt
Hitt W. Douglas Family Trust
2208 Alia Court
Las Vegas, Nevada 89102

RE: SUP-27046 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF JUNE 4, 2008
RELATED TO MOD-27044, SUP-27047, SUP-27048, SUP-27049 AND SDR-27051

Dear Mr. Hitt:

The City Council at a regular meeting held June 4, 2008 APPROVED the request for a Special Use Permit FOR A PROPOSED 5,376 SQUARE-FOOT LIQUOR ESTABLISHMENT - TAVERN at the northwest corner of Durango Drive and Deer Springs Way (APNs 125-20-201-016 and 125-20-201-025), T-C (Town Center) Zone [UC-TC (Urban Center Mixed Use - Town Center) Special Land Use Designation]. The Notice of Final Action was filed with the Las Vegas City Clerk on June 5, 2008. This approval is subject to:

Planning & Development

1. Conformance to all minimum requirements under LVMC Title 19.04.010 for Liquor Establishment (Tavern) use, including parking requirements.

2. Approval of and conformance to the Conditions of Approval for Major Modification (MOD-27044), Special Use Permits (SUP-27047, SUP-27048, SUP-27049) and Site Development Plan Review (SDR-27051) shall be required.

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. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

097547

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JUN 04 2010

EOT-38454

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Lean Coleman

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Gary Leobold
Leobold & Brown, LLC
2592 Canadian Goose Circle
Henderson, Nevada 89052

Mr. Todd McBrayer
Breslin Builders
5525 Polaris Avenue, Suite B
Las Vegas, Nevada 89118

EOT-38454

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SPECIALTYTRUST

June 3, 2010

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RENO, NV 89519-6060
TEL:775/826-0809
FAX:775/826-0166
WWW.SPECIALTYFI.COM

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

RE: Justification for Extension of Time Request of SUP-27046

Dear Sir:

This letter is prepared as a justification letter for the proposed Extension of Time request of the previously approved Special Use Permit SUP-27046. This Special Use Permit was for a Liquor Establishment – Tavern Use that is within the currently improved portion of The Village at Centennial Hills commercial subdivision. The first phase of the development has been completed with the construction of a Walgreen's Pharmacy and the on-site utilities, parking, and driveways for the second phase of the project have already been completed. This second phase of the project includes a proposed tavern use as shown on the approved Site Development Plan application SDR-30027. The project has continued to proceed with the construction of the development, even in these difficult economic times. It is the intent of the developer to bring quality commercial tenants into this growing area as the economy begins to recover. As the second phase of the project works toward acquiring quality tenants to permit construction for the next phase of the project, we ask that this Special Use Permit be extended to allow potential tenants the opportunity to obtain this use.

To conclude, because the project has already built the first phase of the project and has completed the required on-site improvements for the proposed second phase of the project, and as a result of the economic slowdown, we believe that an Extension of Time request is warranted so the Special Use Permit can be potentially used for this development as originally intended.

Please feel free to contact me at our office at (775) 826-0809 to discuss this matter further. Thank you in advance for your consideration of this request.

Sincerely,

Wynn Lucke
Loan Servicing Assistant Manager

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JUN 04 2010
EOT-38454

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

GPA-38525 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: COMMUNITY BANK OF NEVADA, ET AL - Request for a General Plan Amendment FROM: DR (DESERT RURAL) TO: SC (SERVICE COMMERCIAL) on 1.93 acres at 3810, 3820 and 3830 North Jones Boulevard (APNs 138-12-111-003, 004, and 005), Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

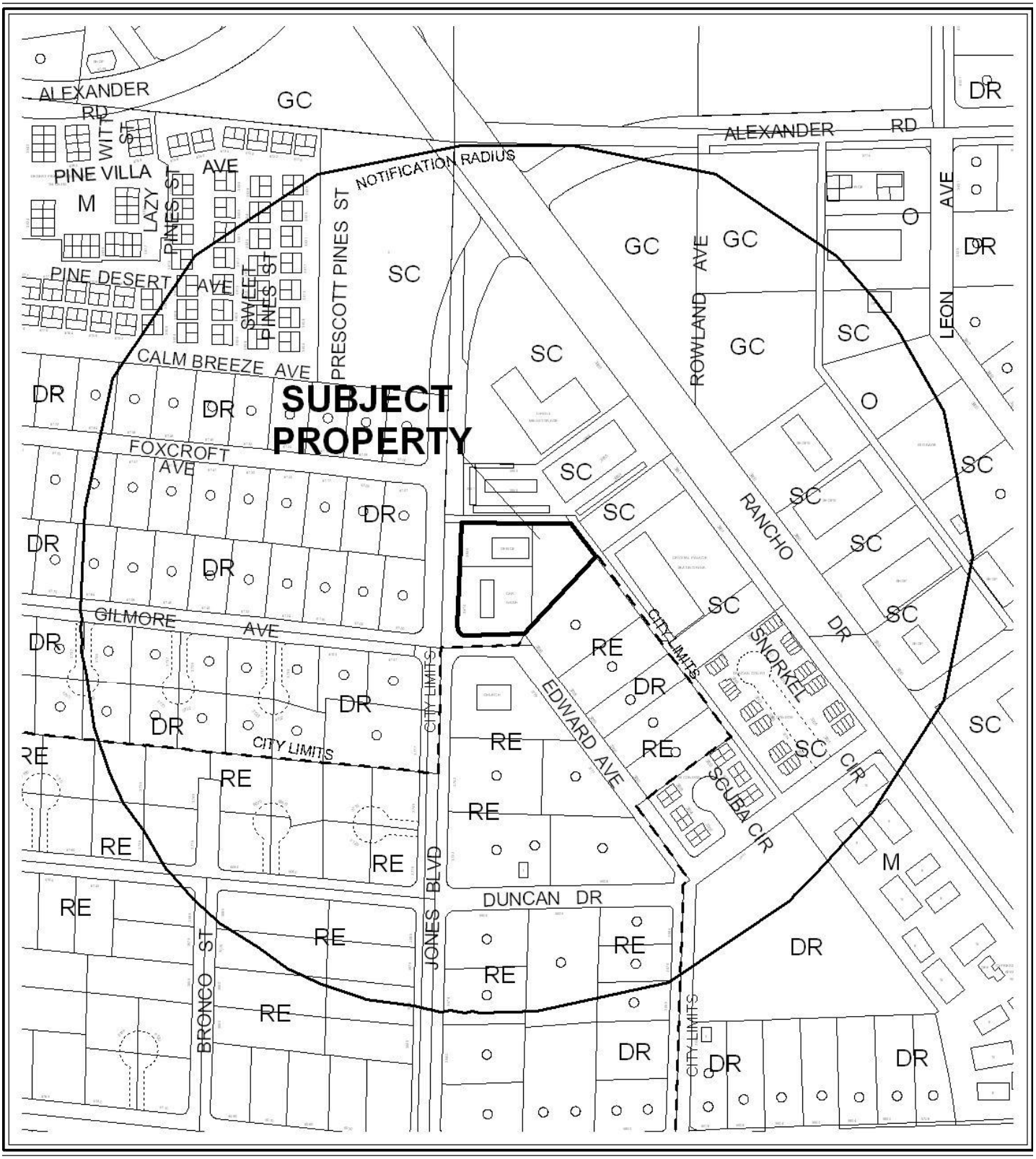
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report - GPA-38525 and SUP-38590
3. Supporting Documentation
4. Photos - GPA-38525 and SUP-38590
5. Justification Letter
6. Backup referenced from the July 29, 2010 Planning Commission Meeting Items GPA-38525 and SUP-38590



CASE: **GPA-38525**

RADIUS: 1000 FT

GENERAL PLAN LAND USE OF SUBJECT PROPERTY:

DR (DESERT RURAL)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY:

SC (SERVICE COMMERCIAL)



0 300 600 Feet

CASE: **GPA-38525**

RADIUS: 1000 FT

GENERAL PLAN LAND USE OF SUBJECT PROPERTY:

DR (DESERT RURAL)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY:

SC (SERVICE COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: FDIC AS RECEIVER FOR COMMUNITY BANK OF NEVADA

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-38525	Staff recommends APPROVAL.	
SUP-38590	Staff recommends APPROVAL, subject to conditions:	GPA-38525

** CONDITIONS **

SUP-38590 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Car Wash, Self Service use.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Parking areas shall be striped in compliance with the site plan date stamped 06/15/10. The handicap parking space shall be van accessible in conformance with the requirements of Title 19.10.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
September 1, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is a one-lot commercial subdivision, a portion of which contains a self-service car wash at 3810 North Jones Boulevard. The site is zoned C-1 (Limited Commercial), with a non-conforming General Plan designation of DR (Desert Rural Density Residential). The requested General Plan Amendment to SC (Service Commercial) will bring the existing zoning into conformance with the proposed General Plan designation, and applies to the entire commercial subdivision. Staff is recommending approval of the request. The requested Special Use Permit applies to the portion of the overall site containing an existing abandoned car wash facility that ceased operations, and the business license was allowed to expire on 01/27/09. Pursuant to Title 19.16.030 regarding non-conforming uses, the discontinuation of the car wash use for more than one year resulted in the loss of its non-conforming status, and the need to re-establish the use through the approval of a Special Use Permit. Staff is recommending approval of the request as the use was previously operated, and can continue to operate, in a manner that is compatible with the surrounding uses. If the General Plan Amendment is denied, the existing zoning will remain non-conforming to the land use designation of the site. If the Special Use Permit is denied, the Self-Service Car Wash would not be permitted at the site, and it would have to be redeveloped for another use.

ISSUES

- The property, containing an existing Self-Service Car Wash, was annexed into the City in 2001. The established use was non-conforming due to the City's requirement for a Special Use Permit. When operations ceased for more than a year from January 2009 to the present, a Special Use Permit became necessary to re-establish the use at the site.
- Staff can support the requested waivers as the facilities were constructed prior to the current requirements and operated in a manner that was compatible with the surrounding residential and commercial developments for approximately 10 years before the use was discontinued.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/18/96	Clark County Action – The Board of Commissioners approved a Rezoning and Plot Plan Review (ZC-1220-96) from H-2 (General Highway Frontage) to C-1 (Local Business) for a commercial retail building along the east side of Jones Boulevard, approximately 900 feet south of Rancho Drive. The approved C-1 (Local Business) district was not in conformance to the existing DR (Desert Rural Density Residential) General Plan designation.
01/03/01	The City Council approved the Annexation (A-0009-00) of property located at the northeast corner of Jones Boulevard and Gilmore Avenue.

07/29/10	The Planning Commission voted (7-0) to recommend APPROVAL of GPA-38525 and voted (6-1/vq) of companion item SUP-38590 (PC Agenda Items #26-27/sg).

Most Recent Change of Ownership	
06/11/08	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c. 1999	The existing car wash facility was permitted and constructed through Clark County Development Services.

Pre-Application Meeting	
06/04/10	A pre-application meeting was held to discuss the requirements for submittal of a Special Use Permit, which is required due to the expiration of the non-conforming use of the subject site as a Self Service Car Wash. The non-conforming status expired as the existing car wash was out of business for more than one year. In addition, the site was annexed into the City in 2001 zoned C-1 (Limited Commercial) with a non-conforming General Plan designation of DR (Desert Rural Density Residential). The City shall sponsor a companion item to amend and correct the General Plan designation to SC (Service Commercial).

Neighborhood Meeting	
06/29/10	A neighborhood meeting was held from 5:30 to 6:00 pm at the Rainbow Library Auditorium, located at 3150 N. Buffalo Drive. In attendance were one member of the general public, two representatives for the applicant and one Planning and Development staff person. The resident had a question regarding the development of this site. The applicant provided an explanation and the resident has no objection to this request.

Field Check	
06/24/10	A field check was conducted by staff. The overall subject site is comprised of three commercial developments within a one-lot commercial subdivision, including a self service car wash, an office and an undeveloped portion. The site is well maintained, and although the car wash is vacant and fenced for security, the landscape is in good condition.

Details of Application Request	
Site Area	
Net Acres	1.93 (Entire subject site for General Plan Amendment)
Net Acres	0.80 (for car wash site only)

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Self Service Car Wash (Vacant)	DR (Desert Rural Density Residential) [Proposed: SC (Service Commercial)]	C-1 (Limited Commercial)
North	Mini-Storage Facility	SC (Service Commercial)	C-1 (Limited Commercial)
South	Church/House of Worship Single Family Residences	RE (Rural Estates) – Clark County	Clark County
East	Undeveloped and Commercial Recreation/Amusement Facility (Indoor)	SC (Service Commercial)	C-1 (Limited Commercial)
West	Single Family Residences	DR (Desert Rural Density Residential)	R-E (Residence Estates)

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			
A-O (Airport Overlay) District (105 Feet)	X		Y
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		Y

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	34,768 SF	N/A
Min. Lot Width	100 Feet	157 Feet	Y
Min. Setbacks			
• Front	20 Feet	55 Feet	Y
• Side	10 Feet	0 Feet	Y*
• Corner	15 Feet	38 Feet	Y
• Rear	20 Feet	44 Feet	Y
Max. Building Height	N/A	1 Story (Existing)	Y*
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Existing	Y*

* As approved by Clark County prior to annexation into the City of Las Vegas.

Pursuant to Title 19.10 and 19.12, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees:				
• North	1 Tree / 30 Linear Feet	7 Trees	0 Trees	Y*
• South	1 Tree / 20 Linear Feet	8 Trees	8 Trees	Y*
• East	1 Tree / 30 Linear Feet	6 Trees	0 Trees	Y*
• West	1 Tree / 20 Linear Feet	6 Trees	6 Trees	Y*
TOTAL PERIMETER TREES		**27 Trees**	**14 Trees**	**Y***
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	7 Trees	0 Trees	Y*
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	8 Feet		0 Feet	Y*
• South	15 Feet		6 Feet	Y*
• East	8 Feet		0 Feet	Y*
• West	15 Feet		6 Feet	Y*
Wall Height	6 to 8 Feet Adjacent to Residential		6 Feet (Existing)	Y

* As approved by Clark County prior to annexation into the City of Las Vegas.

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Car Wash, Self-Service	8 Stalls	2 Spaces per Stall	16				
TOTAL SPACES REQUIRED			16		23		Y
TOTAL (With Handicapped)			15	1	22	1	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
200-Foot distance separation from a residential property, unless separated from property by a street with a minimum width of 80 feet	Zero feet and no intervening street	Approval
The use must be operated in conjunction with another motor vehicle related use.	Operation of the car wash as the sole use of the property.	Approval

ANALYSIS

The subject site is a one-lot commercial subdivision, a portion of which is the site of a self-service car wash. The site is zoned C-1 (Limited Commercial), with a non-conforming General Plan designation of DR (Desert Rural Density Residential). The requested General Plan Amendment to SC (Service Commercial) will bring the existing zoning into conformance with the proposed General Plan designation, and applies to the entire commercial subdivision. Staff is recommending approval of the request. The requested Special Use Permit applies to a portion of the overall site containing an existing abandoned car wash facility that was constructed and opened for business when the property was located in Clark County. Subsequently, it was annexed into the City as a non-conforming use. The car wash ceased operations and the business license expired on 01/27/09. Pursuant to Title 19.16.030, the discontinuation of the car wash use for more than one year resulted in the loss of its non-conforming status, and the need to re-establish the use through the approval of a Special Use Permit. No changes to the site are proposed at this time. The requested waivers are required based on the current Special Use Permit requirements of Title 19.04, which were not applicable at the time that the existing facility was constructed. The car wash operated for approximately 10 years before ceasing operations, and was conducted in a manner that was compatible with the surrounding residential and commercial uses; consequently, staff can support the requested waivers and is recommending approval of both applications.

FINDINGS (GPA-38525)

Section 19.18.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The proposed General Plan Amendment is compatible with the existing adjacent land use designations, and will be consistent with the existing zoning district.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The zoning designations allowed by the proposed amendment are compatible with the existing adjacent land uses or zoning districts. The existing C-1 (Limited Commercial) district conforms to and is the most intense zoning district allowed by the proposed land use designation.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   The property is located in an established area where transportation, utility and other facilities already exist and are adequate to accommodate the uses allowed by the proposed General Plan Amendment.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   There are no other applicable plans, policies or neighborhood plans.

FINDINGS (SUP-38590)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

The proposed land use operated at the site for approximately 10 years before being abandoned. It can be operated in a manner that is compatible with the existing and future surrounding land uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site was developed and operated as a car wash prior to abandonment of the use, and is physically suitable for re-establishing the use.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The property is accessed from Jones Boulevard, designated an 80-foot Secondary Collector in the Master Plan of Streets and Highways, which is adequate in size to meet the requirements of the car wash use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of this Special Use Permit will not be inconsistent with or compromise the health, safety, or welfare of the general public as it will be subject to licensing and permitting by the City.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The use meets the applicable conditions of Title 19.04 with the exceptions of the requested waivers. Staff can support the requested waivers as the facilities were constructed prior to the current requirements and operated in a manner that was compatible with the surrounding residential and commercial developments for approximately 10 years before the use was discontinued.

PLANNING COMMISSION ACTION
The Planning Commission amended condition #2 for SUP-38590.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 11

NOTICES MAILED 289 (By City Clerk)

APPROVALS 2

PROTESTS 0

SG

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: General Plan Amendment

Project Address (Location) 3810, 3820 and 3830 North Jones Boulevard

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 138-12-111-003, 004 and 005 **Ward #** 6

General Plan: existing DR proposed SC **Zoning:** existing C-1 proposed No

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 1.93 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Community Bank of Nevada **Contact** D. Kruck

Address 7676 W. Lake Mead Boulevard **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89128-6642

E-mail Address _____

APPLICANT City of Las Vegas **Contact** Andy Reed

Address 731 South 4TH Street **Phone:** 229-6882 **Fax:** _____

City Las Vegas **State** NV **Zip** 89101

E-mail Address areed@lasvegasnevada.gov

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

APPLICANT

~~Property Owner~~ **Signature*** Andrew P. Reed

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Andrew P. Reed

Subscribed and sworn before me

This 15th day of June, 2010.

Nora Lares

Notary Public in and for said County and State

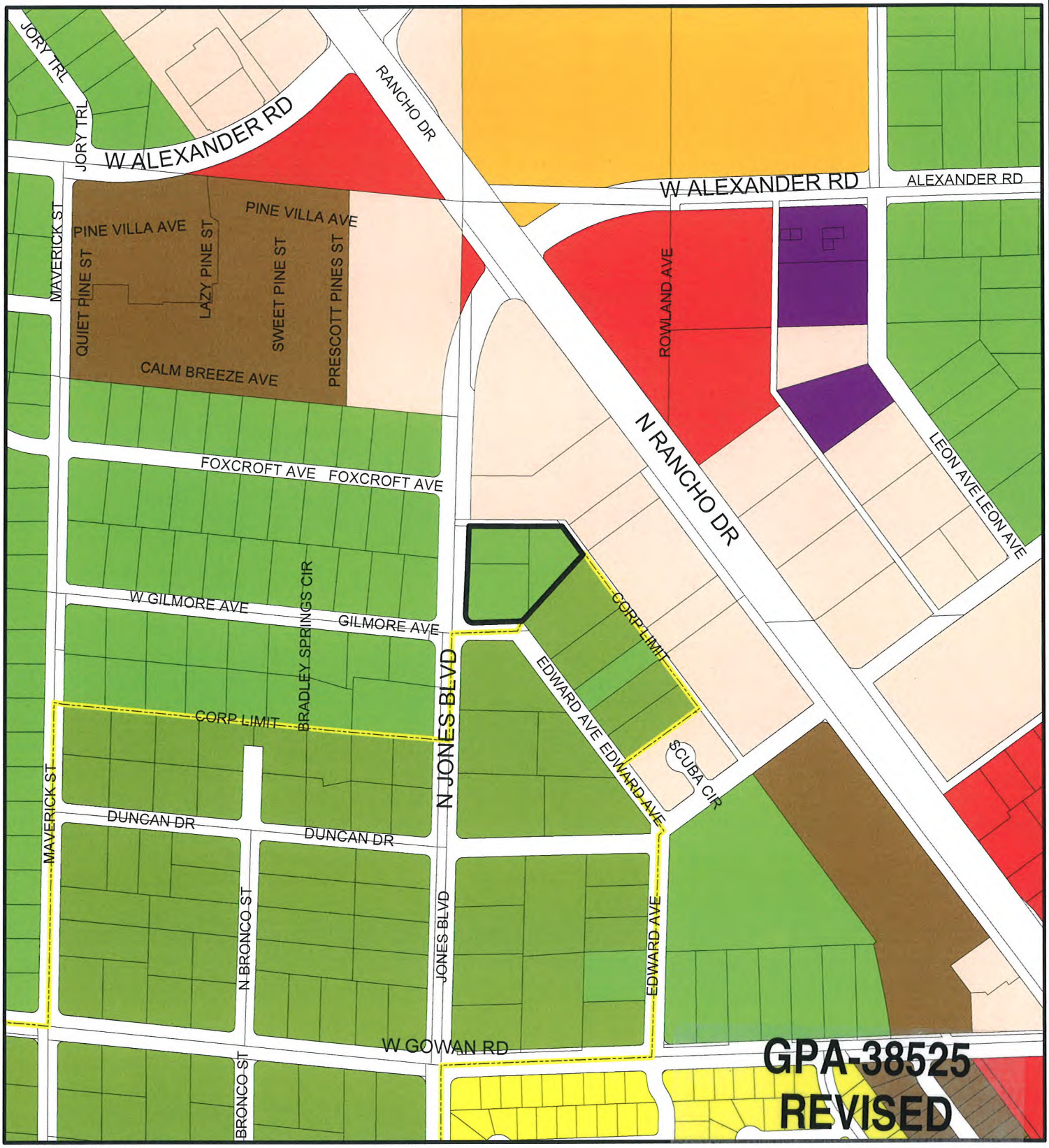
Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 08-103606-1 My Appointment Expires Nov. 9, 2012

FOR DEPARTMENT USE ONLY

Case #	GPA-38525
Meeting Date:	7-29-10
Total Fee:	~~$~~
Date Received:*	6-14-10
Received By:	

*This 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.

GENERAL PLAN AMENDMENT Parcels: 13812111003 - 005
GPA-38525



GENERAL PLAN AMENDMENT

- Rural Neighborhood Preservation
- Rural Estates
- Desert Rural
- Rural
- Low
- Medium - Low
- Medium - Low Attached
- Medium
- High
- Office
- Service Commercial
- General Commercial
- Tourist Commercial
- Las Vegas Medical District
- Light Industrial / Research
- Planned Community Development
- Downtown Redevelopment Area
- Park / Recreation / Open Space
- Public Facility
- Public Facility - School
- Public Facility - Clark County
- Town Center
- Resource Conservation
- Downtown - Commercial
- Downtown - Mixed Use
- Not in City
- Subject Parcel
- City Limits

FROM DR TO SC

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

Printed: July 09, 2010



GPA-38525 & SUP-38590 - APPLICANT: CITY OF LAS VEGAS - OWNER: COMMUNITY BANK OF NEVADA, ET AL
3810, 3820 AND 3830 NORTH JONES BOULEVARD

06/24/10

June 15, 2010

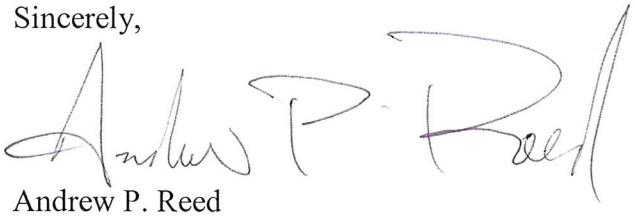
Steve Gebeke
Planning and Development Department
731 S. 4 TH Street
Las Vegas NV 89101

RE: Application GPA-38525
Assessors Parcel Number 138-12-111-003, 004, and 005

Dear Mr. Gebeke:

In regard to this parcel, staff has determined that the existing General Plan designation and zoning classifications are inconsistent. In order to resolve this inconsistency and ensure that future development is compatible with existing development, staff is proposing to change the General Plan Designation of this site to PF (Public Facility). Please call me at 229-6882 with any questions.

Sincerely,



Andrew P. Reed
Planning Supervisor
City of Las Vegas Planning and Development Department

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JUN 16 2010

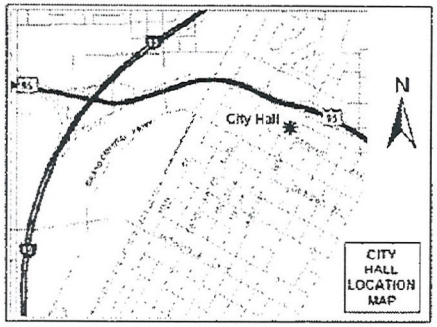
GPA-38525

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

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-38525 & SUP-38590

Planning Commission Meeting of 7/29/2010

Case: GPA-38525

13812211037
KITE KENNETH DALE
3704 SNORKEL CIR #2
LAS VEGAS NV 89108-5163

RECEIVED
JUN 20 2010

26-27
A

Jul 20 10 12:02p kkite

7023954781

p.1

07/19/2010 11:19 FAX 702 366 9413 Mary Bartsas Ent., LLC 001/001

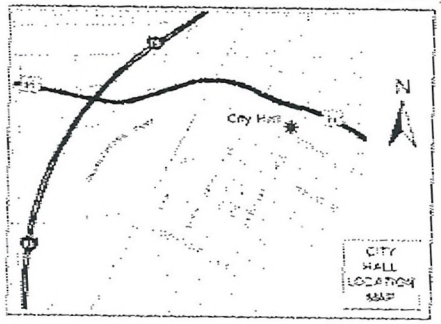
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAL SERVICE
02 1M $ 00.41
0004279318 JUL 16 2010
MAILED FROM ZIPCODE 89101

Return Service Requested

Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-38525 & SUP-38590

Planning Commission Meeting of 7/29/2010

Case GPA-38525

13812110049
BARTSAS MARY 13 L L C
601 S RANCHO DR #C23
LAS VEGAS NV 89106-4826

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26-27
A

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SUP-38590 - SPECIAL USE PERMIT RELATED TO GPA-38525 - PUBLIC HEARING - APPLICANT/OWNER: COMMUNITY BANK OF NEVADA - Request for a Special Use Permit TO RE-ESTABLISH AN ABANDONED CAR WASH, SELF-SERVICE USE WITH WAIVERS TO ALLOW THE USE TO BE LOCATED ZERO FEET FROM A RESIDENTIAL PROPERTY WHERE A MINIMUM OF 200 FEET OR AN 80-FOOT RIGHT-OF-WAY IS REQUIRED FOR SEPARATION, AND TO ALLOW THE USE TO NOT BE OPERATED IN CONJUNCTION WITH ANOTHER MOTOR VEHICLE RELATED USE at 3810 Jones Boulevard (APN 138-12-111-005), C-1 (Limited Commercial) Zone, Ward 6 (Ross). The Planning Commission (6-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

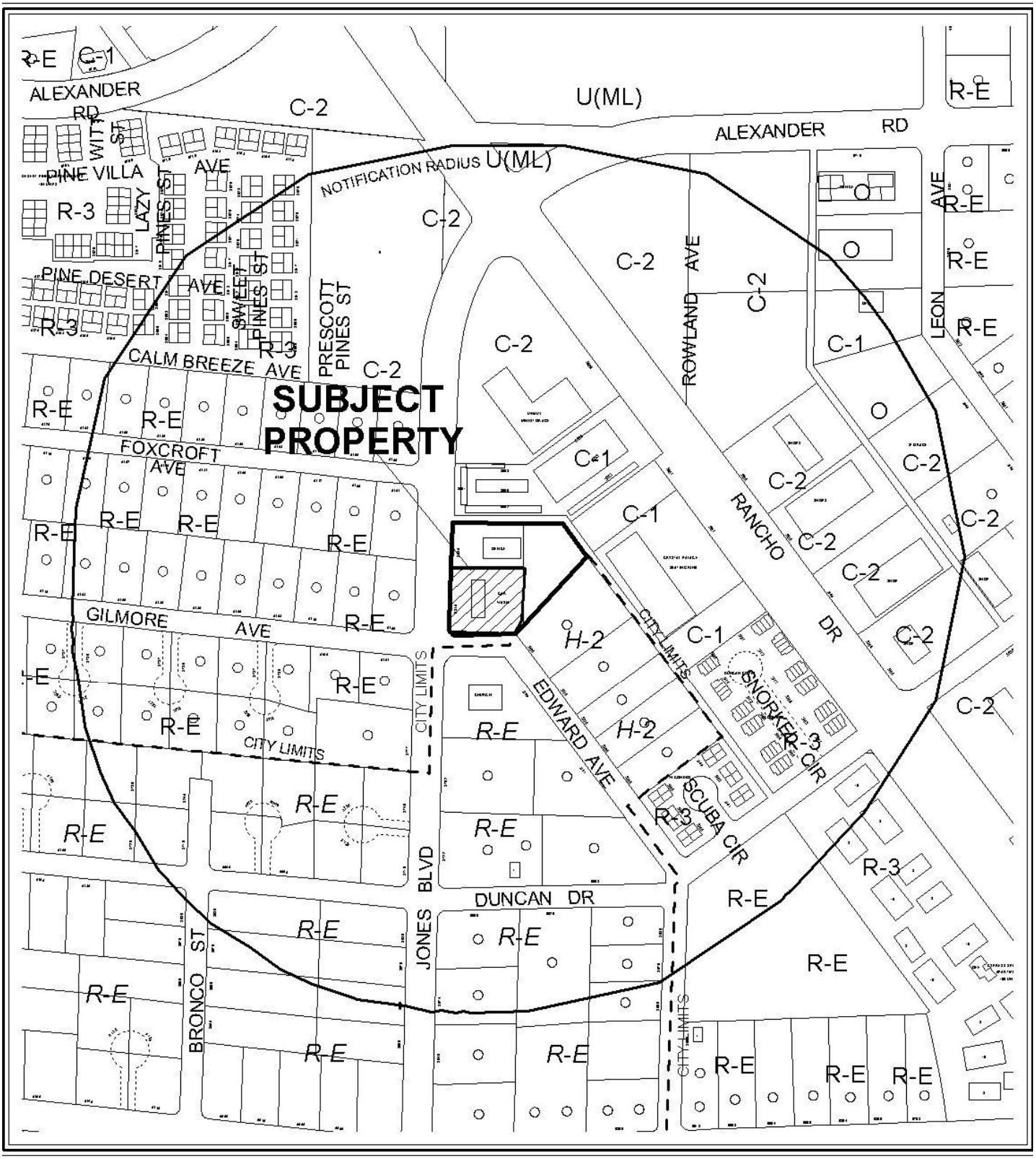
RECOMMENDATION:

The Planning Commission (6-1/vq vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation
4. Justification Letters

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



0 300 600 Feet

CASE: **SUP-38590**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

CASE: **SUP-38590**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-38590** APN: 138-12-111-005

Name of Property Owner: Federal Deposit Insurance Company as Receiver for Community Bank of Nevada

Name of Applicant: Federal Deposit Insurance Company as Receiver for Community Bank of Nevada

Name of Representative: Eleissa C. Lavelle, Esq., Duane Morris, LLP

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: N/A

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Eleissa C. Lavelle, Esq., Authorized Representative for FDIC as Receiver for Community Bank of Nevada

Subscribed and sworn before me

This 15th day of June, 20 10

_____
Notary Public in and for said County and State

MARIA E. WARKENTIN
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 02-13-2011
Certificate No: 07-1959-1

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PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: FDIC as Receiver for Community Bank of Nevada-Special Use Permit

Project Address (Location) 3810 No. Jones Blvd., Las Vegas, NV

Project Name Splash & Dash Car Wash **Proposed Use** Self-Service Carwash

Assessor's Parcel #(s) 138-12-111-005 **Ward #** 6

General Plan: existing DR proposed SC **Zoning:** existing C-1 proposed C-1

Commercial Square Footage 4323 sq. ft. (car wash); 3388 sq. ft. canopy - total= 7711 sq. ft. **Floor Area Ratio** N/A

Gross Acres 0.80 **Lots/Units** N/A **Density** N/A

Additional Information Use in existence.

PROPERTY OWNER FDIC as Receiver for Community Bank of Nevada **Contact** Linda Yium

Address 2001 Russ Ave., Suite 3300 **Phone:** 214 863 3019 **Fax:** 214 863 3097

City Dallas **State** TX **Zip** 75201

E-mail Address Linda.Yium@cbre.com

APPLICANT FDIC as Receiver for Community Bank of Nevada **Contact** Linda Yium

Address 2001 Russ Ave., Suite 3300 **Phone:** 214 863 3019 **Fax:** 214 863 3097

City Dallas **State** TX **Zip** 75201

E-mail Address Linda.Yium@cbre.com

REPRESENTATIVE Eleissa C. Lavelle, Duane Morris, LLP **Contact** Eleissa C. Lavelle, Esq.

Address 100 N. City Parkway, Suite 1560 **Phone:** (702) 868-2605 **Fax:** (702) 920-8931

City Las Vegas **State** NV **Zip** 89106

E-mail Address eclavelle@duanemorris.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Eleissa C. Lavelle

Subscribed and sworn before me

This 15th day of June, 20 10.

_____

Notary Public in and for said County and State

MARIA E. WARKENTIN
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 02-13-2011
Certificate No: 07-1959-1

FOR DEPARTMENT USE ONLY

Case #	SUP-38590
Meeting Date:	7/29/10
Total Fee:	1,030
Date Received:*	6/15/10
Received By:	Bm S

*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

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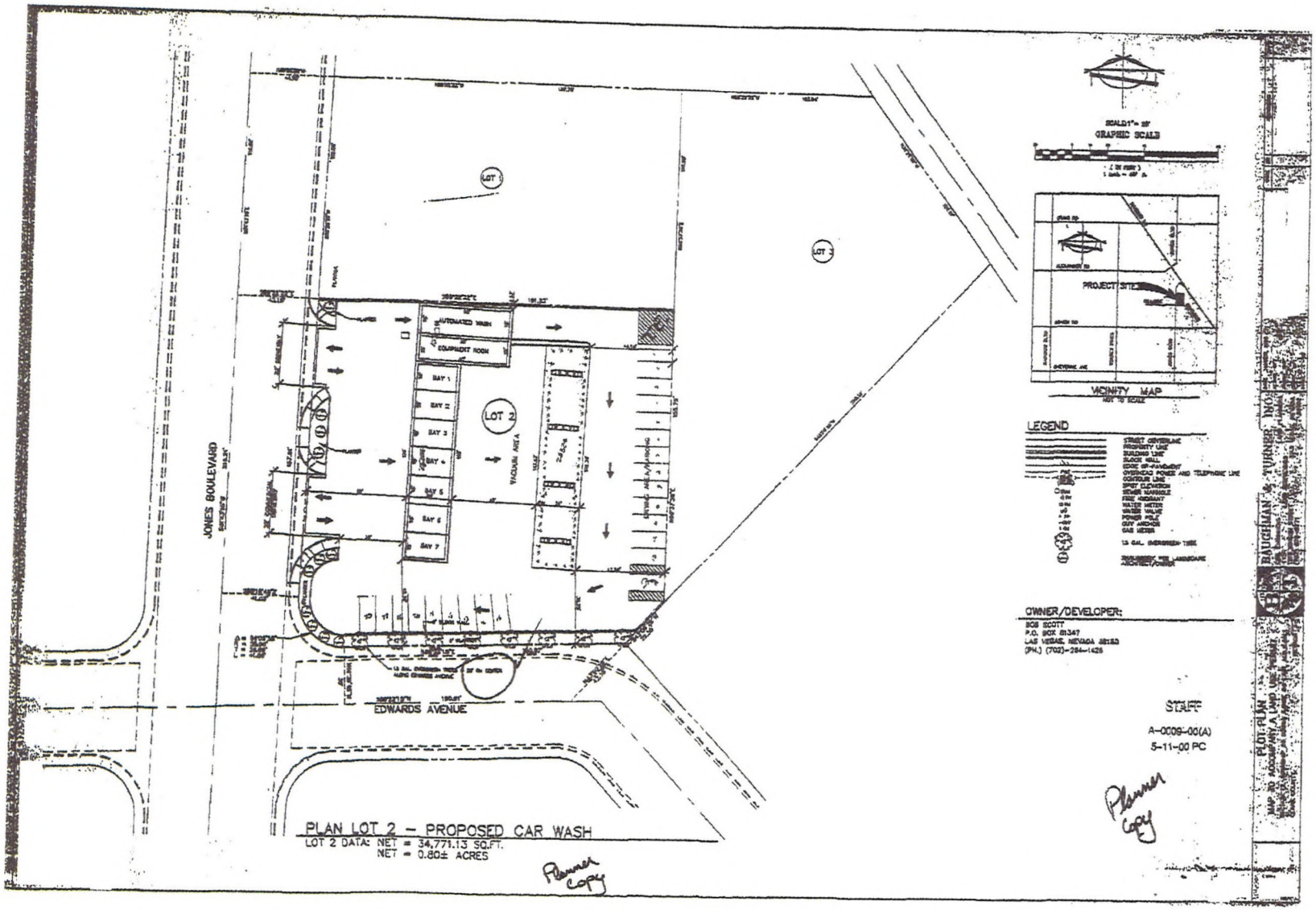

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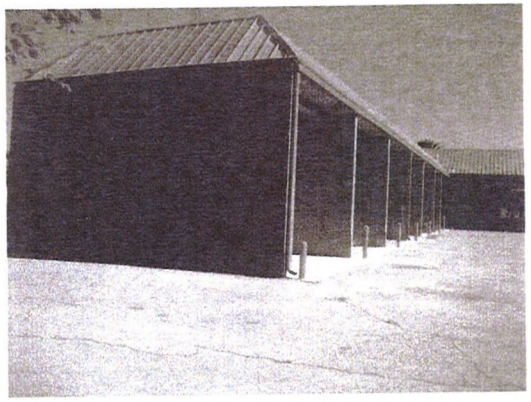
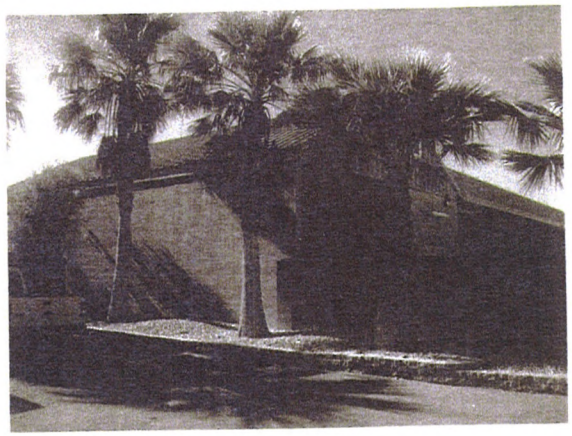
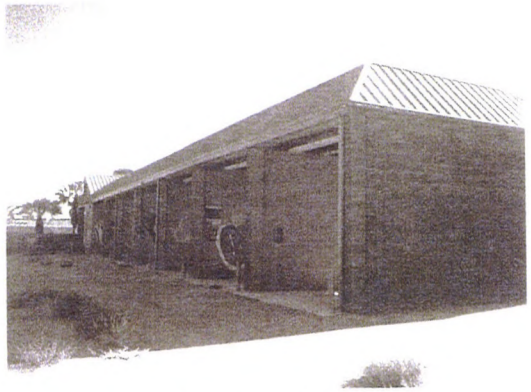
SUP-38590



South Elevation

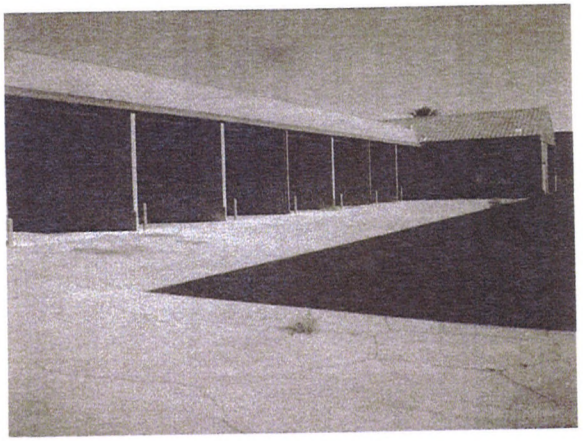


North Elevation



West Elevation

3810 N Jones Blvd. Las Vegas 89109



East Elevation

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LAKE TAHOE
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ELEISSA C. LAVELLE, ESQ.
DIRECT DIAL: (702) 868-2605
PERSONAL FAX: +1 702 920 8931
E-MAIL: eclavelle@duanemorris.com

www.duanemorris.com

June 15, 2010

VIA HAND DELIVERY

City of Las Vegas Planning and
Development Department
Development Services Center
731 South Fourth Street
Las Vegas, NV 89101

Re: **3810 North Jones Boulevard, Las Vegas, Nevada**
Application for Special Use Permit
Justification Letter

Ladies and Gentlemen:

This firm represents the Federal Deposit Insurance Corporation as Receiver for Community Bank of Nevada ("FDIC-R"), the record owner of the above referenced real property and applicant hereunder. This Justification Letter is sent in support of the Application of the FDIC-R. The special use permit for which application is made is required in order to authorize the continued use of this property as a self-service carwash facility. The previously non-conforming use of the site expired January 27, 2010, one year after the expiration date of the last business license for this use. The business license expired as a result of the foreclosure by the Community Bank of Nevada of this property, which occurred June 6, 2008. The site was annexed by the City of Las Vegas in its current configuration in 2001.

The property in question consists of an approximately 0.80 acre tract of land located on the east side of North Jones Boulevard. The property has been improved with a one-story building which contains self-service carwash bays and a maintenance room. Additional site improvements include asphalt parking and drives, a perimeter block wall and a canopy covered vacuum use structure together with areas of landscaping. The improvements to this property were constructed in 1999.

The current zoning of C-1 (Limited Commercial) is not consistent with the current General Plan designation of DR (Desert Rural). A General Plan Amendment is required to

SUP-38590

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amend the designation to SC (Service Commercial). A neighborhood meeting is scheduled for June 29, 2010 as part of this application.

The FDIC-R desires to market and sell the property to a purchaser who would use the property as a self-service carwash, essentially continuing the same use as has previously existed on this property since its construction in 1999. The FDIC-R requests that a special use permit be issued which will reinstate and allow the continued historic use of the property as a self-service carwash.

FDIC-R is informed and believes that the previous owner employed no more than three employees who operated this business and its hours of operation were between 7:00 a.m. and 10:00 p.m., seven days a week. It is anticipated that this staffing level (perhaps increased to no more than five employees) and the hours of operation would be continued. The real property has access directly from North Jones Boulevard. In addition, we request waivers of the minimum special use permit requirements that opening to the wash bays shall not face the public rights-of-way, that the use not be located within 200 feet of residential property unless separated by a street, or that the use be operated in conjunction with other motor vehicle related uses. The only use of this parcel will be as a coin-operated carwash. The parcel is separated by a block wall from residential property which is nearby, as shown on the site maps. Openings to carwash bays on the property will be closed when not in use.

Any other use of this property would require that the improvements which have been in existence for more than 10 years be demolished and expensive reconstruction would be required for any other use. To the best of our knowledge, this property has been used as a self service carwash continuously without objection as to such use from surrounding property owners since it was first constructed. It is therefore requested that the use be continued to be approved through the issuance of the special use permit requested herein to reestablish this self-service carwash use.

Attachments to the Application include the following:

Attachment A consists of nineteen (19) black and white and one (1) color copies of the site plan, which was obtained from the Clark County Building Department, and on file with that Department in connection with the original application for construction. In addition, Attachment A consists of photographs showing the improvements to the property as currently existing as of June 14, 2010 (nineteen (19) black and white and one (1) color). In light of the fact that the improvements were constructed in 1999 and the current owner acquired the Property through foreclosure, a complete set of drawings is only available through the Clark County Building Department, and Applicant respectfully requests that this submission will be deemed satisfactory to show the dimensions, elevations and landscaping of the project, as constructed.

Attachment B is Ordinance Number 5277, approving the annexation of this property by the City of Las Vegas, recorded on January 11, 2001.

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SUP-38590

Attachment C is the assessor's parcel map showing the location of the subject property and designation of assessor's parcel number.

Attachment D is the Trustee's Deed Upon Sale, showing title to the property in Community Bank of Nevada, as well as the legal description.

Attachment E is the Order Appointing the FDIC as Receiver for Community Bank of Nevada and acceptance of the appointment.

Attachment F is a letter from Linda Yium authorizing execution and submission of this Application by Eleissa C. Lavelle, Esq., of the law firm of Duane Morris, LLP, as counsel for FDIC-R in this matter, and the engagement letter executed by Ken Pearson on behalf of FDIC-R, authorizing engagement of Eleissa C. Lavelle, Esq. and the law firm of Duane Morris, LLP as counsel for FDIC-R in this matter.

Attachment G is the Statement of Financial Interest.

Should you have any questions or require any further information, please let us know.

Very truly yours,

Eleissa C. Lavelle, Esq.

ECL:fs
Attachments

cc: Linda Yium

SUP-38590

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JUN 15 2010
City of Las Vegas

CBRE
CB RICHARD ELLIS

City of Las Vegas
Planning and Development Department
Las Vegas, Nevada

June 14, 2010

RE: **Community Bank of Nevada**
Owned Real Estate (ORE)

To whom it may concern:

CB Richard Ellis has been retained by the FDIC to manage and sell the owned real estate (ORE) assets from the Community Bank of Nevada receivership. Please see the attached press releases.

CB Richard Ellis has subsequently engaged Eleissa C. Lavelle, Esq with Duane Morris LLP to assist in obtaining permits for the operation of the 3810 N. Jones Blvd, Las Vegas, NV property as a car wash and to provide additional legal services as required for the real estate. CB Richard Ellis has authorized Eleissa C. Lavelle with Duane Morris LLP to perform the following services for the Community Bank of Nevada asset, 3810 N. Jones Blvd, Las Vegas, NV: obtain permits as required for the operation of the property as a car wash and other legal services for the management, marketing, and disposition of this property.

I am the asset manager for 3810 North Jones Blvd, Las Vegas, NV from the Community Bank of Nevada receivership. Please feel free to contact me with questions or for additional information.

Thank you,

Linda Yium

Linda Yium
CB Richard Ellis, Inc.
Contractor for the FDIC as Receiver for Community Bank of Nevada

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JUN 15 2010
City of Las Vegas

SUP-38590

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BOSTON
WASHINGTON, DC
LAS VEGAS
ATLANTA
MIAMI
PITTSBURGH
NEWARK
BOCA RATON
WILMINGTON
CHERRY HILL
PRINCETON
LAKE TAHOE
HO CHI MINH CITY

ELEISSA C. LAVELLE, ESQ.
DIRECT DIAL: (702) 868-2605
PERSONAL FAX: 702.920.8931
E-MAIL: eclavelle@duanemorris.com

www.duanemorris.com

March 12, 2010

Ken Pearson
CB Richard Ellis Inc.
Global Corporate Services
FDIC Account
2100 Ross Avenue, Suite 3300
Dallas, TX 75201

Attention: Linda Yium, Asset Manager

Re: Federal Deposit Insurance Corporation ("FDIC")/Community Bank of Nevada – 3810 N. Jones Blvd., Las Vegas, Nevada (the "Property") – Legal Services Pertaining to Permitting and Property Use.

Dear Mr. Pearson:

We are writing to confirm our firm's engagement by CB Richard Ellis, Inc. ("CBRE") on behalf of the Federal Deposit Insurance Corporation, receiver of Community Bank of Nevada, to assist in obtaining permits as required for the operation of the Property as a car-wash, and to provide other legal services as may be required and ordered by you in connection with the management, marketing and disposition of the Property. By entering into this Agreement, we represent that our law firm is on the FDIC's list of Legal Counsel Approved (LCA). Based on a review of our current client list and our understanding of the scope of this assignment, our engagement will not create a conflict of interest with respect to the FDIC, CB Richard Ellis or any of the other clients that we represent and services we provide.

Fees for our services will be charged based on the reduced hourly rates approved by the FDIC, and reflected in the attached Legal Services Agreement Rate Schedule, which is made a part of this Agreement. Our hourly rates are subject to change from time to time as may be approved by the FDIC.

A budget of $10,000.00 has been proposed for the initial services required under this engagement, subject, however, to change as the matter progresses. In no event shall our charges for this representation exceed $50,000 without prior written authorization from you.

RECEIVED
JUN 15 2010
SUP-38590
City of Las Vegas

DuaneMorris

All reasonable out-of-pocket costs actually incurred by us in providing services under this agreement, including, but not limited to, filing and other court fees (as may be required); photocopying; long distance phone calls; postage; courier service; document preparation fees; fax transmissions and receptions; and travel expenses, will be reimbursed to you at our reasonable cost, and as may otherwise be allowed consistent with our agreement with the FDIC. We estimate the cost of reimbursable out-of-pocket costs for this engagement, will not exceed $1,500.00, subject, however, to change as the matter progresses.

Our findings and progress on this assignment will be regularly communicated to you and/or to your designated representatives. Copies of significant correspondence and other materials will also be provided to keep you apprised of progress and developments during this engagement. In addition, we are always pleased to respond to any questions you may have regarding our services and the costs for such services.

Detailed statements indicating the services rendered and any costs advanced will be submitted to CBRE on a monthly basis. Statements are to be paid in full within 60 days following their receipt and certification by CBRE.

This engagement shall start now and remain in effect until the earlier of the date for completion of the required services, or one (1) year, and may be renewed by you for an additional six (6) month term upon advance written notice delivered to us within thirty (30) days prior to the scheduled termination. You may terminate this engagement at any time by written notice delivered to us at the above address. In such event, your obligation for fees and costs would be limited to fees and costs incurred prior to the date we receive your written notice.

The parties agree that signatures may be exchanged by hand, by mail, by fax, by photocopy or in counterparts – any such method being binding on both parties when completed and exchanged.

If the foregoing meets with your approval, please sign and return the enclosed copy of this letter for our records.

Very truly yours,

DUANE MORRIS LLP

By: _____
Eleissa C. Lavelle, Esq.
Title: Partner

ECL:mew
Enclosures

DM1\2112751.1

RECEIVED
JUN 15 2010
City of Las Vegas

SUP-38590

**APPROVED AND ACCEPTED BY CB RICHARD ELLIS, INC.
ON BEHALF OF THE FEDERAL DEPOSIT INSURANCE
CORPORATION, RECEIVER OF COMMUNITY BANK OF NEVADA**

Dated: 3/22/10

By: _____
Ken Pearson, Alliance Director

RECEIVED
JUN 15 2010
City of Las Vegas

FDIC
Division of Resolutions and Receiverships
West Coast Temporary Satellite Office
40 Pacifica
Irvine, California 92618
(949) 208-6200

August 14, 2009

George E. Burns
Commissioner, Financial Institutions Division
State of Nevada Department of Business and Industry
2785 East Desert Inn Road, Suite 180
Las Vegas, CA 89121

Subject: **Community Bank of Nevada**
Las Vegas, Nevada– In Receivership
Acceptance of Appointment as Receiver

Dear Commissioner Burns:

Please be advised that the Federal Deposit Insurance Corporation accepts its appointment as Receiver of the captioned depository institution, in accordance with the Federal Deposit Insurance Act, as amended.

Sincerely,

FEDERAL DEPOSIT INSURANCE CORPORATION

By: Thomas A. Murray
Name: Thomas A. Murray
Title: Receiver In Charge

RECEIVED
JUN 15 2010
City of Las Vegas

Deposit Insurance National Bank of Las Vegas, NV
8945 W. Russell Road Las Vegas, NV 89148

August 17, 2009

Mr. James Christian
Ms. Karen Nevitt
Wells Fargo Bank, National Association
100 W. Washington St., 13th Floor
MAC S4101-13A
Phoenix, AZ 85003-1808

Re: Community Bank of Nevada

Dear Mr. Christian and Ms. Nevitt:

This letter confirms that Deposit Insurance National Bank of Las Vegas ("DINB") has acquired certain assets of Community Bank of Nevada ("CBN"), which assets include deposit account nos. 412-1554307, 495-0021642 and 494-5069631 (the "Accounts") maintained by CBN with Wells Fargo Bank, National Association ("Wells Fargo"). In addition, please accept this letter as confirmation that (i) DINB is the owner of the Accounts effective as of close of business August 14, 2009, (ii) all treasury management and foreign exchange/wire services (the "Services") that are currently being provided on the Accounts should remain in place until such time that DINB notifies Wells Fargo that it is terminating a Service, (iii) all authorizations, including signing authority, that are currently in place for the Accounts and the Services are still effective and will remain in place until such time that DINB notifies Wells Fargo, and provides appropriate documentation, changing such authorizations, (iv) DINB agrees that it is bound by the account and service agreements that are currently in place for the Accounts and Services and (v) without limiting the generality of the foregoing, the special currency order placed on Saturday, August 15, 2009 shall be deemed to have been placed by DINB in accordance with the terms of this letter.

Please contact me with any questions regarding this matter.

Respectfully yours,

Thomas Murray

Thomas Murray
Executive Officer
Deposit Insurance National Bank of Las Vegas

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

GPA-38526 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES - Request for a General Plan Amendment FROM: C (COMMERCIAL) TO: PF (PUBLIC FACILITIES) on 1.76 acres at 1300 Pauline Way (APN 162-02-501-001), Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

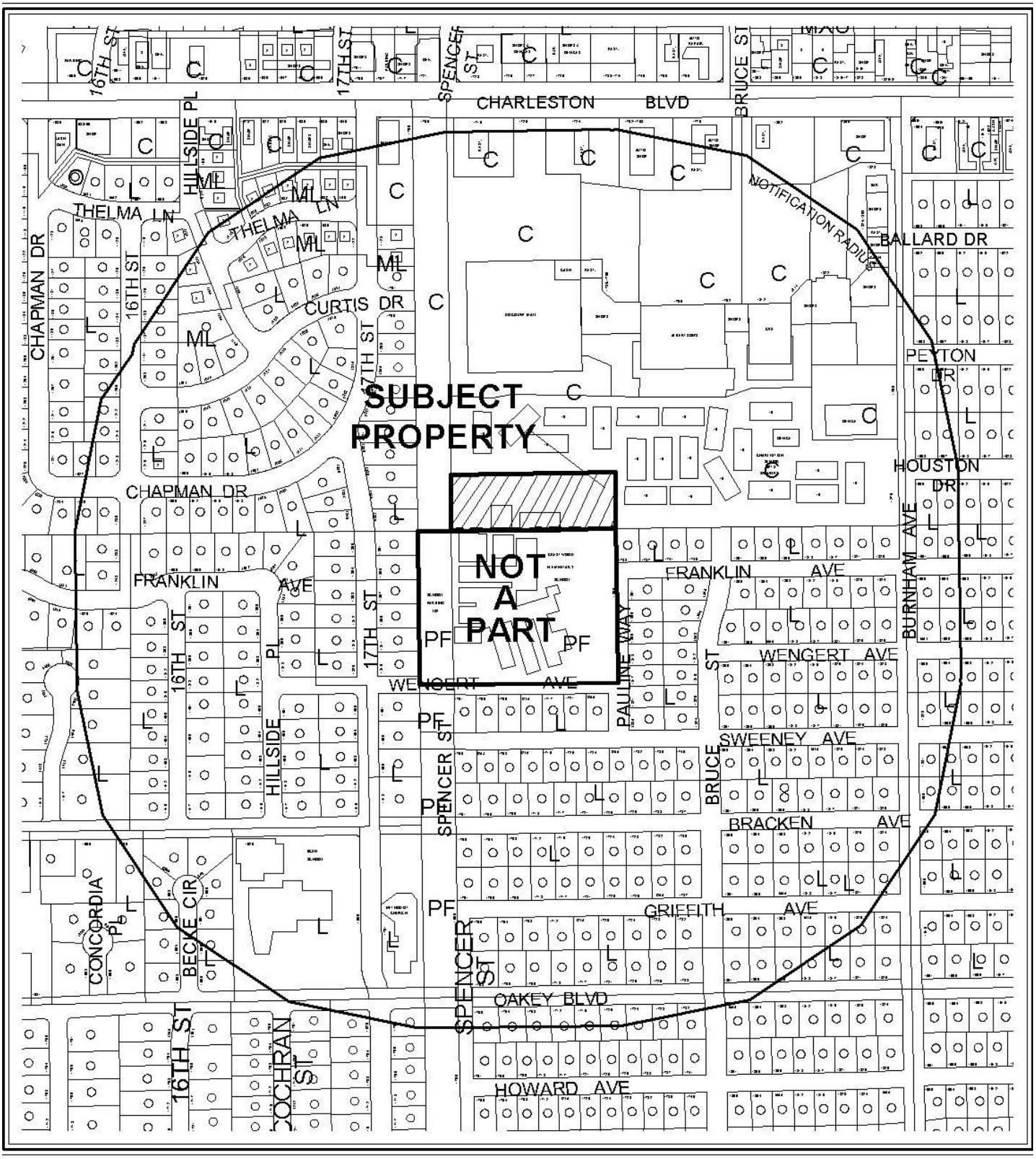
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the July 29, 2010 Planning Commission Meeting Item GPA-38526



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CASE: **GPA-38526**

RADIUS: 1000

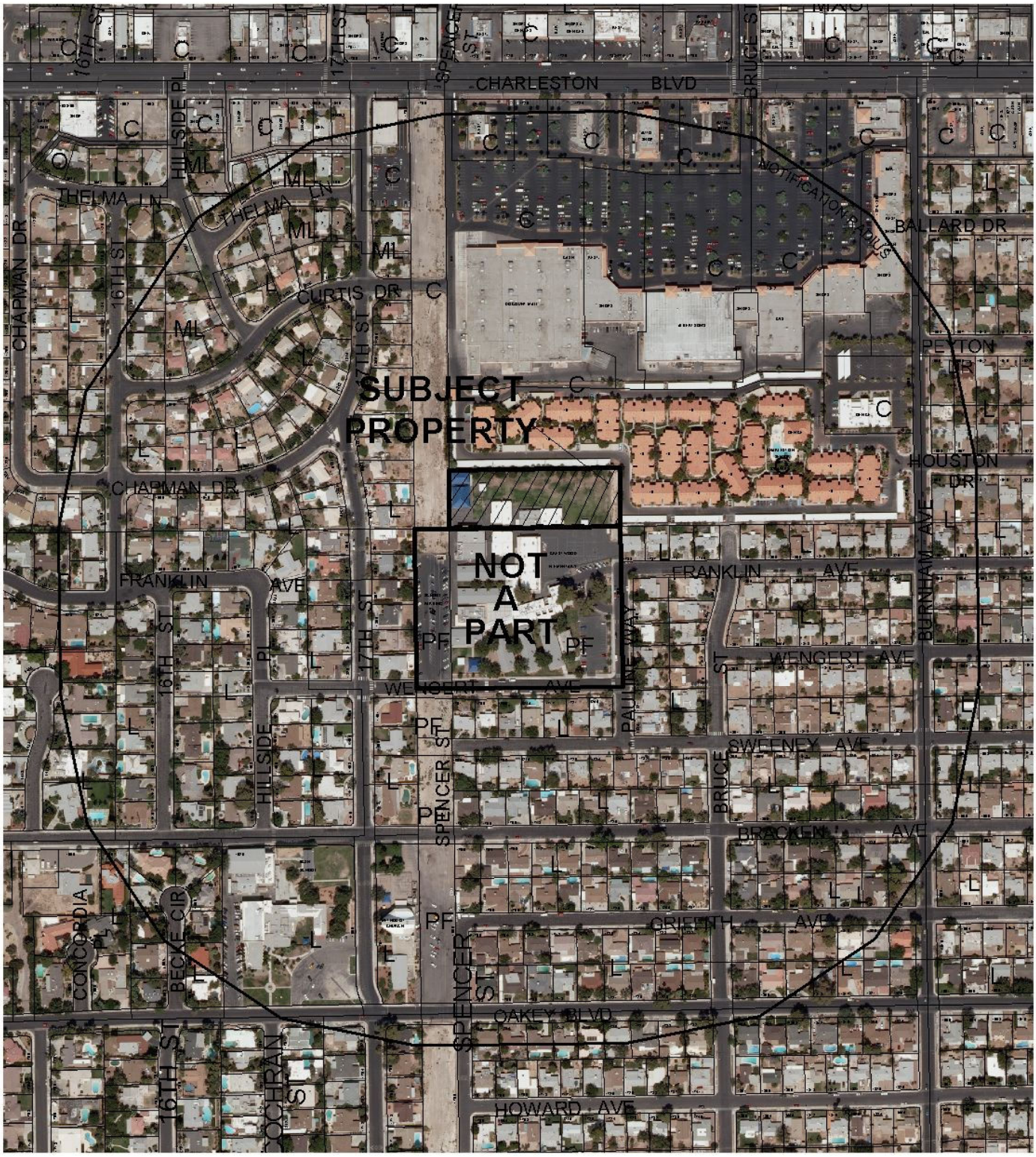
GENERAL PLAN LAND USE OF SUBJECT PROPERTY:

C (COMMERCIAL)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY:

PF (PUBLIC FACILITY)

N



0 300 600 Feet

CASE: **GPA-38526**

RADIUS: 1000

GENERAL PLAN LAND USE OF SUBJECT PROPERTY:

C (COMMERCIAL)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY:

PF (PUBLIC FACILITY)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-38526	Staff recommends APPROVAL.	N/A

RG

** STAFF REPORT **

PROJECT DESCRIPTION

This application is a request to amend a 1.76 acre portion of the Southeast Sector Plan of the General Plan from C (Commercial) land use designation to the PF (Public Facilities) land use designation for an existing Public School, Primary at 1300 Pauline Way. The proposed PF (Public Facilities) land use designation will ensure consistency between the uses, zoning district and land use designation; therefore, staff is recommending approval of the subject General Plan Amendment application. If denied, the existing General Plan designation will remain inconsistent with the existing zoning district.

ISSUES

- The C (Commercial) land use designation is inappropriate for the current uses and zoning district on the site. Approval of a General Plan Amendment to PF (Public Facilities) will ensure consistency between the uses, zoning district and land use designation.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/29/10	The Planning Commission voted (7-0) to recommend APPROVAL of this item (PC Agenda Item #10/rg).

Most Recent Change of Ownership	
12/30/63	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c.1952	The elementary school was constructed in 1952.

Pre-Application Meeting
A pre-application meeting was done internally, as the applicant is the City of Las Vegas.

Neighborhood Meeting	
06/30/10	A neighborhood meeting was held at 6:00 p.m. at the Crestwood Elementary Multipurpose Room, 1300 Pauline Way, Las Vegas, Nevada 89104. The members of the public who attended did not have issues with the change in the land use designation of the property. However, the following neighborhood issues were presented to staff: • The principal of the school locks the gates of the parking lot on Pauline Way in the morning so that parents have to drop off their children in the street. • The Wengert Avenue right-of-way is poorly maintained, and the sidewalk on the south side of the street should be completed. • The blue canvas shade structures over the playground block neighbors' views of the mountains and should be a "desert-neutral" color instead. • The city should repair the sidewalk on 17th Street, as it presents a tripping hazard. • Nevada Energy should do a better job of maintaining the powerline easement (trash, weeds, etc.).

Field Check	
06/24/10	During a field check staff observed a well maintained elementary school.

Details of Application Request	
Site Area	
Gross Acres	1.76

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Public School, Primary	C (Commercial)	C-V (Civic)
North	Senior Citizen Apartment	C (Commercial)	C-1 (Limited Commercial)
South	Public School, Primary	PF (Public Facilities)	C-V (Civic)
East	Senior Citizen Apartment	C (Commercial)	C-1 (Limited Commercial)
West	Utility Transmission Lines	C (Commercial)	R-1 (Single Family Residential)

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		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This request would amend the General Plan land use designation of the subject site from C (Commercial) to PF (Public Facilities). There are no changes proposed regarding the use or configuration of the subject site. The amendment to the General Plan land use designation to PF (Public Facilities) will ensure consistency between the zoning district and land use designation; therefore, staff is recommending approval of this request.

FINDINGS (GPA-38526)

Section 19.18.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The proposed PF (Public Facility) designation allows for a Public School, Primary that is currently located on the site and is compatible with the adjacent land use designations.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The current zoning of C-V (Civic) allows for Public School, Primary and is compatible with existing adjacent zoning districts.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   The site is accessed from Pauline Way and Wengert Avenue; both are 60-foot Rights-of-Way. These thoroughfares are capable of accommodating the traffic flow for the proposed General Plan Amendment.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   There are no other applicable adopted plans and policies that affect the subject site.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 28

NOTICES MAILED 377 (By City Clerk)

APPROVALS 1

PROTESTS 2

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-38526** APN: 162-02-501-001

Name of Property Owner: School Board of Trustees

Name of Applicant: City of Las Vegas

Name of Representative: Andrew Reed

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~~ REPRESENTATIVE: Andrew P. Reed

Print Name: Andrew P. Reed

Subscribed and sworn before me

This 15th day of June, 2010

Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

Nora Lares
Notary Public in and for said County and State

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: General Plan Amendment

Project Address (Location) 1300 Pauline Way

Project Name Crestwood Elementary School **Proposed Use** No change

Assessor's Parcel #(s) 162-02-501-001 **Ward #** 3

General Plan: existing C proposed PF **Zoning:** existing C-V proposed NO CHANGE

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 1.76 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER School Board of Trustees **Contact** Linda Perri

Address 4190 McCleod Drive **Phone:** 799-5214 **Fax:** 799-5436

City Las Vegas **State** NV **Zip** 89121

E-mail Address lkperri@interact.ccsd.net

APPLICANT City of Las Vegas **Contact** Andy Reed

Address 731 S. 4TH Street **Phone:** 229-6882 **Fax:** _____

City Las Vegas **State** NV **Zip** 89101

E-mail Address areed@lasvegasnevada.gov

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

AUTHORIZED AGENT

~~**Property Owner**~~ **Signature*** Andrew P. Reed

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Andrew P. Reed

Subscribed and sworn before me

This 15th day of June, 2010.

Nora Lares

Notary Public in and for said County and State

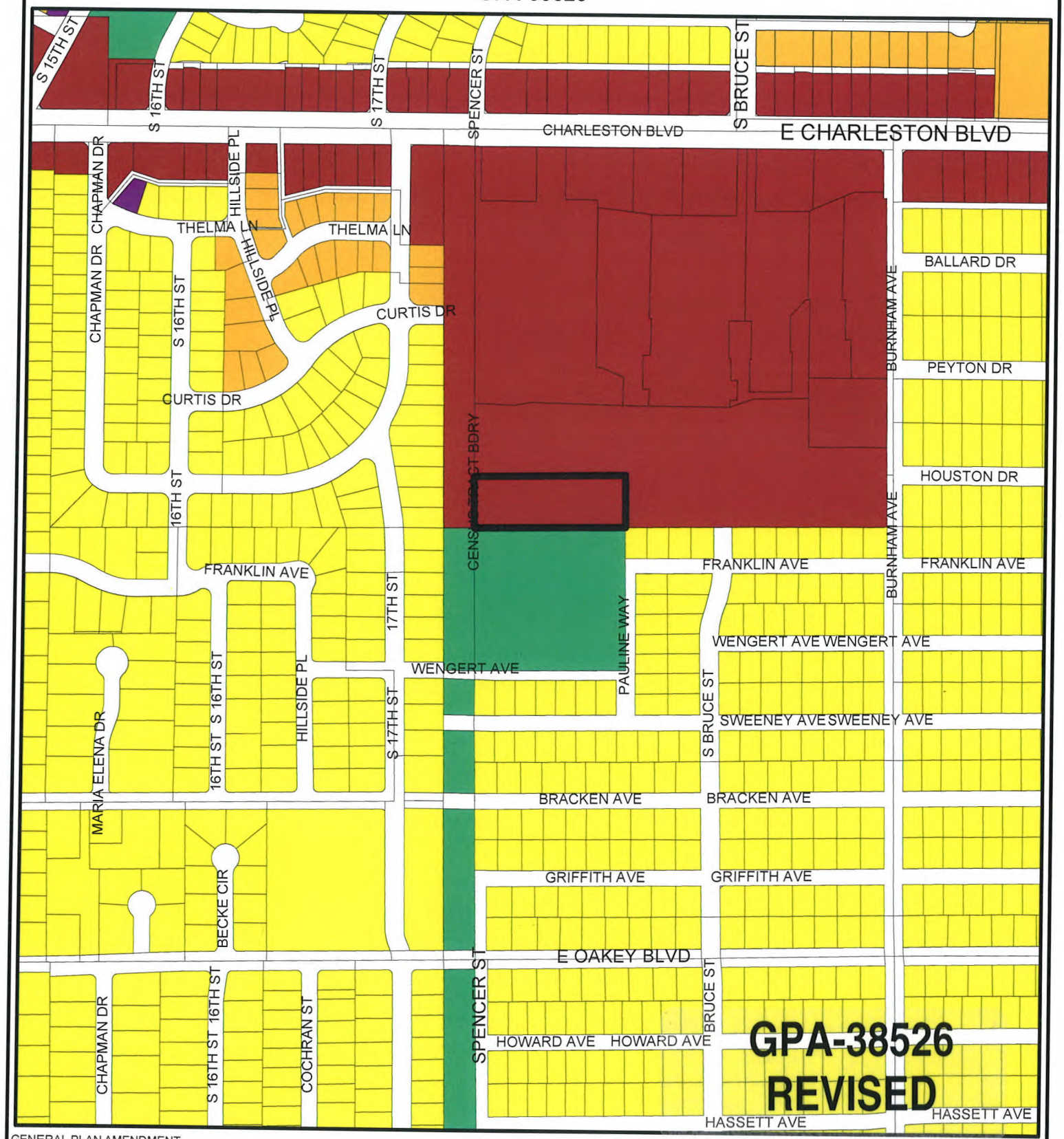
Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

FOR DEPARTMENT USE ONLY

Case #	GPA-38526
Meeting Date:	7-29-10
Total Fee:	0
Date Received:*	6-15-10
Received By:	A Reed

*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.

GENERAL PLAN AMENDMENT Parcel: 16202501001
GPA-38526



GENERAL PLAN AMENDMENT

- Rural Neighborhood Preservation
- Rural Estates
- Desert Rural
- Rural
- Low
- Medium - Low
- Medium - Low Attached
- Medium
- High
- Office
- Service Commercial
- General Commercial
- Tourist Commercial
- Las Vegas Medical District
- Light Industrial / Research
- Planned Community Development
- Downtown Redevelopment Area
- Park / Recreation / Open Space
- Public Facility
- Public Facility - School
- Public Facility - Clark County
- Town Center
- Resource Conservation
- Downtown - Commercial
- Downtown - Mixed Use
- Not in City
- Subject Parcel
- City Limits

FROM C TO PF

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

Printed: July 09, 2010



GPA-38526 - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES
1300 PAULINE WAY

06/24/10



GPA-38526 - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES
1300 PAULINE WAY

06/24/10

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER
731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY 702-386-9108
www.lasvegasnevada.gov

June 15, 2010

Steve Gebeke
Planning & Development Department
731 S. 4th Street
Las Vegas, NV 89101

RE: Application GPA-38526
Assessors Parcel Number 162-02-501-001

Dear Mr. Gebeke:

In regard to this parcel, staff has determined that the existing General Plan designation and zoning classifications are inconsistent. In order to resolve this inconsistency and ensure that future development is compatible with existing development, staff is proposing to change the General Plan Designation of this site to PF (Public Facility). Please call me at 229-6882 with any questions.

Sincerely,

Andrew P. Reed
Planning Supervisor
City of Las Vegas
Planning & Development Department

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

City Manager
Elizabeth N. Fretwell

CITY OF LAS VEGAS NEVADA

07101-001-06-09

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

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: *GPA-38526 - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES*

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***JULY 29, 2010*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney at (702) 385-7268***. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM JULY 28 2010

Signature — Date: 7/26/10

LINDA K. PERRI
Please Print Name

LVD - RPM
Company Name

Sincerely,

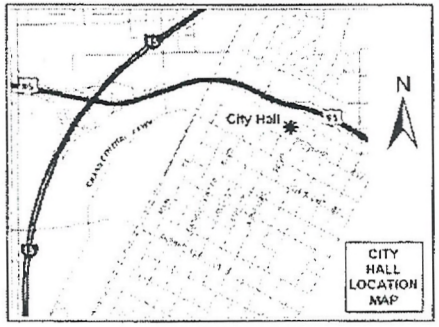
Steve Gebeke
Planning Supervisor
Case Planning Division

RECEIVED
JUN 26 2010

Submitted after final agenda
Date Item 10

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-38526
Planning Commission Meeting of 7/29/2010

Case: GPA-38526
16202111047
CAMARGO MICHAEL S & ROBIN
1202 S 16TH ST
LAS VEGAS NV 89104-1802

RECEIVED
JUN 19 2010

10P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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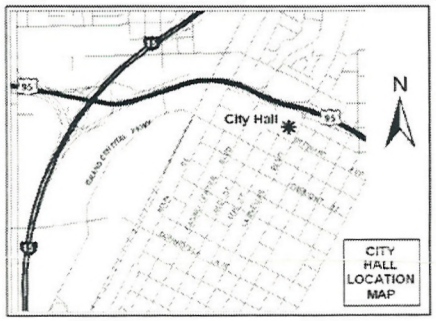
JUL 16 2010
MAILED FROM ZIP CODE 89101

RECEIVED
JUN 21 2010

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-38526
Planning Commission Meeting of 7/29/2010

Case: GPA-38526

16202610031
MOFFETT LARRY G OR JESSE P
1829 SWEENEY AVE
LAS VEGAS NV 89104-1928

104

Telephone Protest/ Approval Log

Meeting Date: 7/29 PC **Case Number:** GPA-38526

Date: 07/20/10
Name: Bagmar & Sylvie Sasinova
Address: 1817 E Oakey Blvd
Las Vegas NV 89104-3648
Phone:
☐ **PROTEST** ☒ **APPROVE**

Date:
Name:
Address:
Phone:
☐ **PROTEST** ☐ **APPROVE**

Date:
Name:
Address:
Phone:
☐ **PROTEST** ☐ **APPROVE**

Date:
Name:
Address:
Phone:
☐ **PROTEST** ☐ **APPROVE**

Date:
Name:
Address:
Phone:
☐ **PROTEST** ☐ **APPROVE**

Date: RECEIVED
Name: JUN 27 2010
Address:
Phone:
☐ **PROTEST** ☐ **APPROVE**

Submitted after final agenda
Date Item 10 A

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

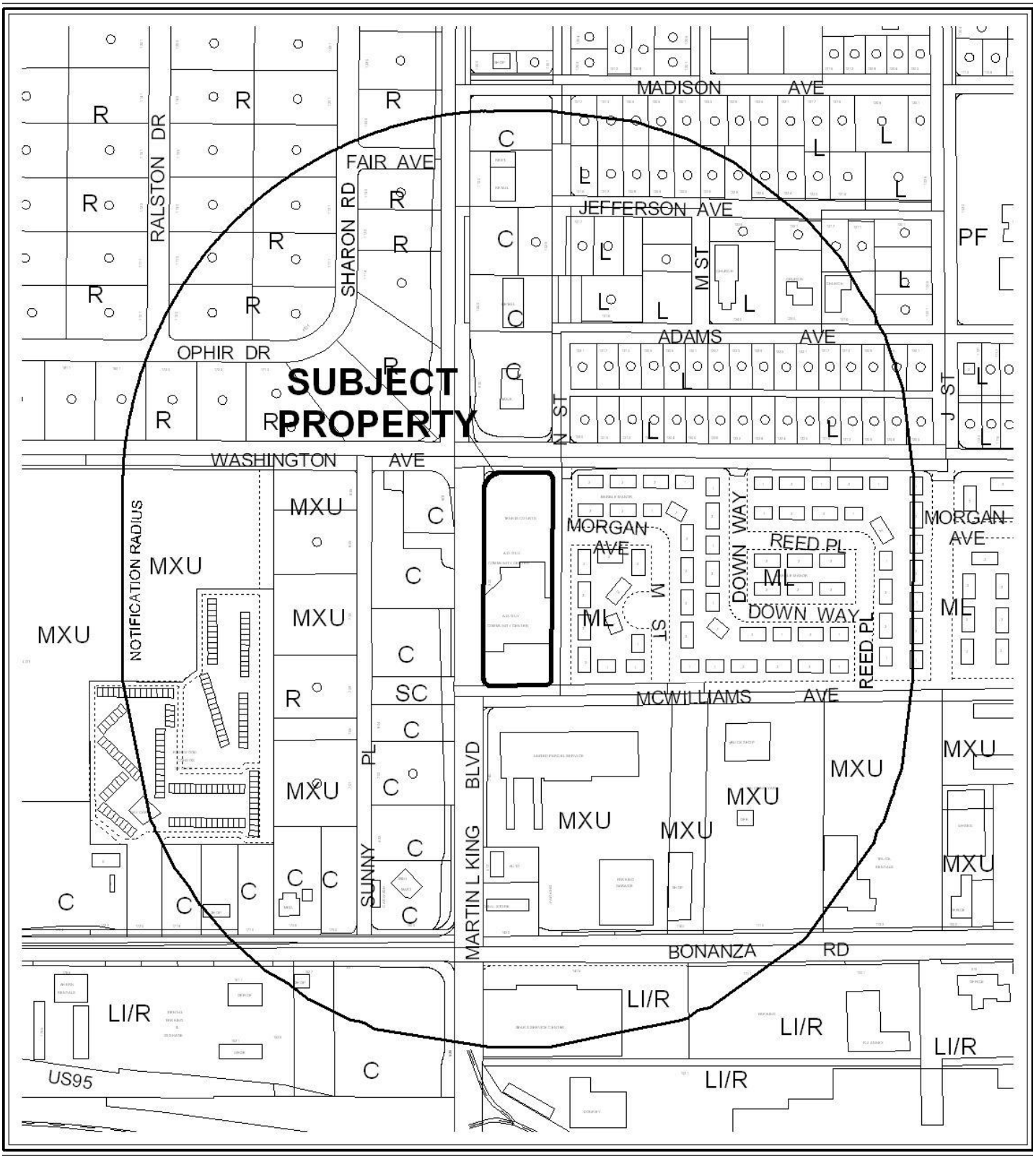
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-38527 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a General Plan Amendment FROM: C (COMMERCIAL) TO: PF (PUBLIC FACILITIES) on 2.53 acres at 800 North Martin L. King Boulevard (APN 139-28-701-001), Ward 5 (Barlow). The Planning Commission (7-0 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 (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the July 29, 2010 Planning Commission Meeting Item GPA-38527



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CASE: **GPA-38527**

RADIUS: 1000

GENERAL PLAN LAND USE OF SUBJECT PROPERTY:

C (COMMERCIAL)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY:

PF (PUBLIC FACILITY)

N



0 300 600 Feet

CASE: **GPA-38527**

RADIUS: 1000

GENERAL PLAN LAND USE OF SUBJECT PROPERTY:

C (COMMERCIAL)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY:

PF (PUBLIC FACILITY)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: CITY OF LAS VEGAS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-38527	Staff recommends APPROVAL.	NA

MH/YK

** STAFF REPORT **

PROJECT DESCRIPTION

The 2.54-acre subject site consists of an existing Community Recreational Facility (Public) located at 800 North Martin L. King Boulevard. The subject site is within the C-V (Civic) zoning district but maintains an incongruent C (Commercial) land use designation. This application is a request to amend a portion of the Southeast Sector Plan of the General Plan from the existing C (Commercial) land use designation to the PF (Public Facilities) land use designation, which is consistent with the existing C-V (Civic) zoning district. Therefore, staff is recommending approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/13/63	The Board of Commissioners approved a request to Rezone (Z-0142-62) the subject property from R-E (Residence Estates) to R-4 (Medium High Density Residential).
03/07/00	The Board of Zoning Adjustment approved a request for a Variance (V-0001-00) to allow 47 parking spaces where 70 parking spaces is the minimum allowed for a Community Recreational Facility (Public) on the subject site.
03/21/00	The Planning and Development Department administratively approved a Minor Site Development Plan Review [Z-0054-70(2)] on property located at 800 North Martin L. King Boulevard for a proposed 3,307 square foot addition to the existing 33,164 square foot Community Recreational Facility (Public).
07/29/10	The Planning Commission voted (7-0) to recommend APPROVAL (PC Agenda Item #11/mh/yk)

Most Recent Change of Ownership	
03/02/60	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
11/08/96	A building permit (#96022510) was issued for a new community center at 880 North Martin L King Boulevard under plan check C-0218-96. This permit was finaled on 05/20/1997.

Pre-Application Meeting	
06/15/10	Staff conducted pre-application meeting to review the submittal requirements for the General Plan Amendment.

Neighborhood Meeting	
06/29/10	A neighborhood meeting was held on Tuesday, June 29, 2010 at 6:00 p.m. at the Dula Gymnasium Dance Room, 441 East Bonanza Road, Las Vegas. No members of the public attended the meeting.

Details of Application Request	
Site Area	
Net Acres	2.54

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Community Recreational Facility (Public)	C (Commercial)	C-V (Civic)
North	Convenience Store	C (Commercial)	C-1 (Limited Commercial)
South	Warehouse/Distribution Center	MXU (Mixed Use)	C-M (Commercial/ Industrial)
East	Duplex Housing	MXU (Mixed use)	R-2 (Medium-Low Density Residential)
West	Undeveloped Commercial and Residential Lots	C (Commercial)/ SC (Service Commercial)	C-1 (Limited Commercial)/R-E (Residence Estates)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
West Las Vegas Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
C-V (Civic) District	X		Y
A-O (Airport Overlay) District – 140 feet	X		Y
Trails		X	NA
Rural Preservation Overlay District		X	NA
Las Vegas Redevelopment Plan Area		X	NA
Development Impact Notification Assessment		X	NA
Project of Regional Significance		X	NA

MH/YK

ANALYSIS

The request will not result in any substantial change to the site. The proposed land use designation will bring the existing C-V (Civic) zoning district into conformance with the proposed PF (Public Facilities) General Plan Designation, which allows public and semi-public facilities and is appropriate for the existing Community Recreation Center. The request will not affect the current use of the site, nor will it impact the West Las Vegas Plan area.

FINDINGS (GPA-38527)

Section 19.18.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The proposed PF (Public Facilities) land use designation allows for community centers that are currently located on the site and is compatible with the adjacent land use designations.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The PF (Public Facilities) land use designation allows for the C-V (Civic) zoning district and is compatible with existing adjacent zoning districts.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   The site is at the intersection of two Primary Arterial roads as indicated on the Master Plan of Streets and Highways map. The area is fully developed and can accommodate the community centers currently located at the site.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   The proposed amendment will not affect the West Las Vegas Plan area in that the use of the existing Community Recreation Center will remain unchanged.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 24

NOTICES MAILED 187 (By City Clerk)

APPROVALS 0

PROTESTS 0

MH/YK

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number GPA-38527, APN: 139-28-701-001

Name of Property Owner: City of Las Vegas

Name of Applicant: _____

Name of Representative: Andy Reed

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: Andrew P. Reed

Print Name: Andrew P. Reed

Subscribed and sworn before me

This 15th day of June, 2010

Nora Lares

Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: General Plan Amendment

Project Address (Location) 800 North Martin L. King Boulevard

Project Name A. D. Guy Community Center **Proposed Use** No change

Assessor's Parcel #(s) 139-28-701-001 **Ward #** 5

General Plan: existing C proposed PF **Zoning:** existing C-V proposed

Commercial Square Footage **Floor Area Ratio**

Gross Acres 2.53 **Lots/Units** **Density**

Additional Information

PROPERTY OWNER City of Las Vegas **Contact** Andy Reed

Address 731 S. 4TH Street **Phone:** 229-6882 **Fax:**

City Las Vegas **State** NV **Zip** 89101

E-mail Address areed@lasvegasnevada.gov

APPLICANT **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

REPRESENTATIVE **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

AUTHORIZED AGENT

~~**Property Owner**~~ **Signature*** Andrew P. Reed

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Andrew P. Reed

Subscribed and sworn before me

This 15th day of June, 2010.

Nora Lares

Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

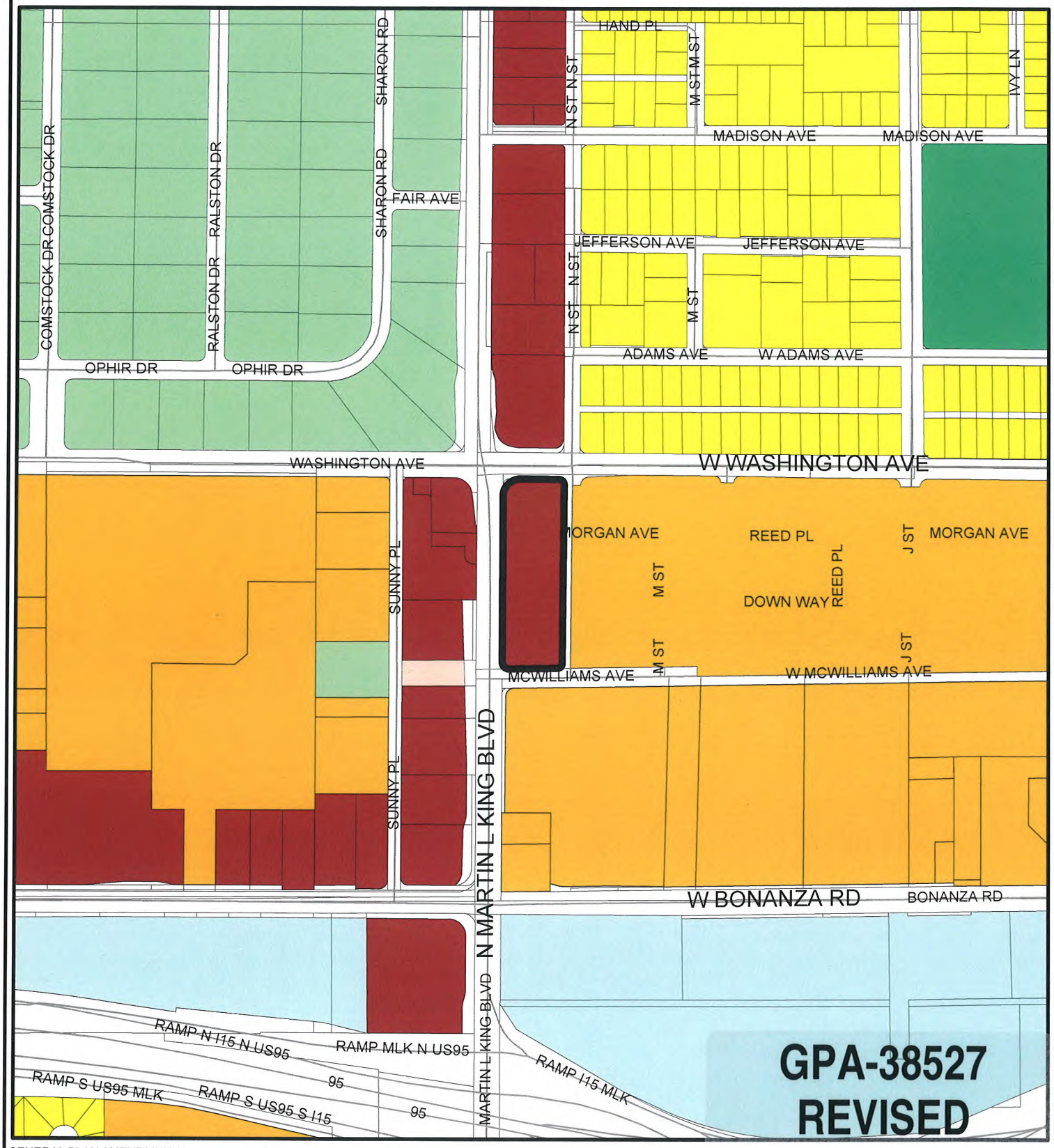
FOR DEPARTMENT USE ONLY

Case #	GPA-38527
Meeting Date:	7-29-10
Total Fee:	0
Date Received:*	6-15-10
Received By:	A Reed

*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

GENERAL PLAN AMENDMENT Parcel: 13928701001
GPA-38527



GENERAL PLAN AMENDMENT

- Rural Neighborhood Preservation
- Rural Estates
- Desert Rural
- Rural
- Low
- Medium - Low
- Medium - Low Attached
- Medium
- High
- Office
- Service Commercial
- General Commercial
- Tourist Commercial
- Las Vegas Medical District
- Light Industrial / Research
- Planned Community Development
- Downtown Redevelopment Area
- Park / Recreation / Open Space
- Public Facility
- Public Facility - School
- Public Facility - Clark County
- Town Center
- Resource Conservation
- Downtown - Commercial
- Downtown - Mixed Use
- Not in City
- Subject Parcel
- City Limits

FROM C TO PF

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

Printed: July 09, 2010



GPA-38527 - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES
800 NORTH MARTIN L KING BOULEVARD

06/24/10



GPA-38527 - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES
800 NORTH MARTIN L KING BOULEVARD

06/24/10

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER
731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY 702-386-9108
www.lasvegasnevada.gov

June 15, 2010

Steve Gebeke
Planning & Development Department
731 S. 4th Street
Las Vegas, NV 89101

RE: Application GPA-38527
Assessors Parcel Number 139-28-701-001

Dear Mr. Gebeke:

In regard to this parcel, staff has determined that the existing General Plan designation and zoning classifications are inconsistent. In order to resolve this inconsistency and ensure that future development is compatible with existing development, staff is proposing to change the General Plan Designation of this site to PF (Public Facility). Please call me at 229-6882 with any questions.

Sincerely,

Andrew P. Reed
Planning Supervisor
City of Las Vegas
Planning & Development Department

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

City Manager
Elizabeth N. Fretwell

CITY OF LAS VEGAS NEVADA

07101-001-06-09

GPA-38527

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

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: *GPA-38527 – APPLICANT/OWNER: CITY OF LAS VEGAS*

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***JULY 29, 2010*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney at (702) 385-7268***. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM *JULY 28, 2010.*

Signature

7/26/10
Date

LINDA L. PERRI
Please Print Name

CCSD - RPM
Company Name

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

RECEIVED
JUN 26 2010

Submitted after final agenda
Date Item 11

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

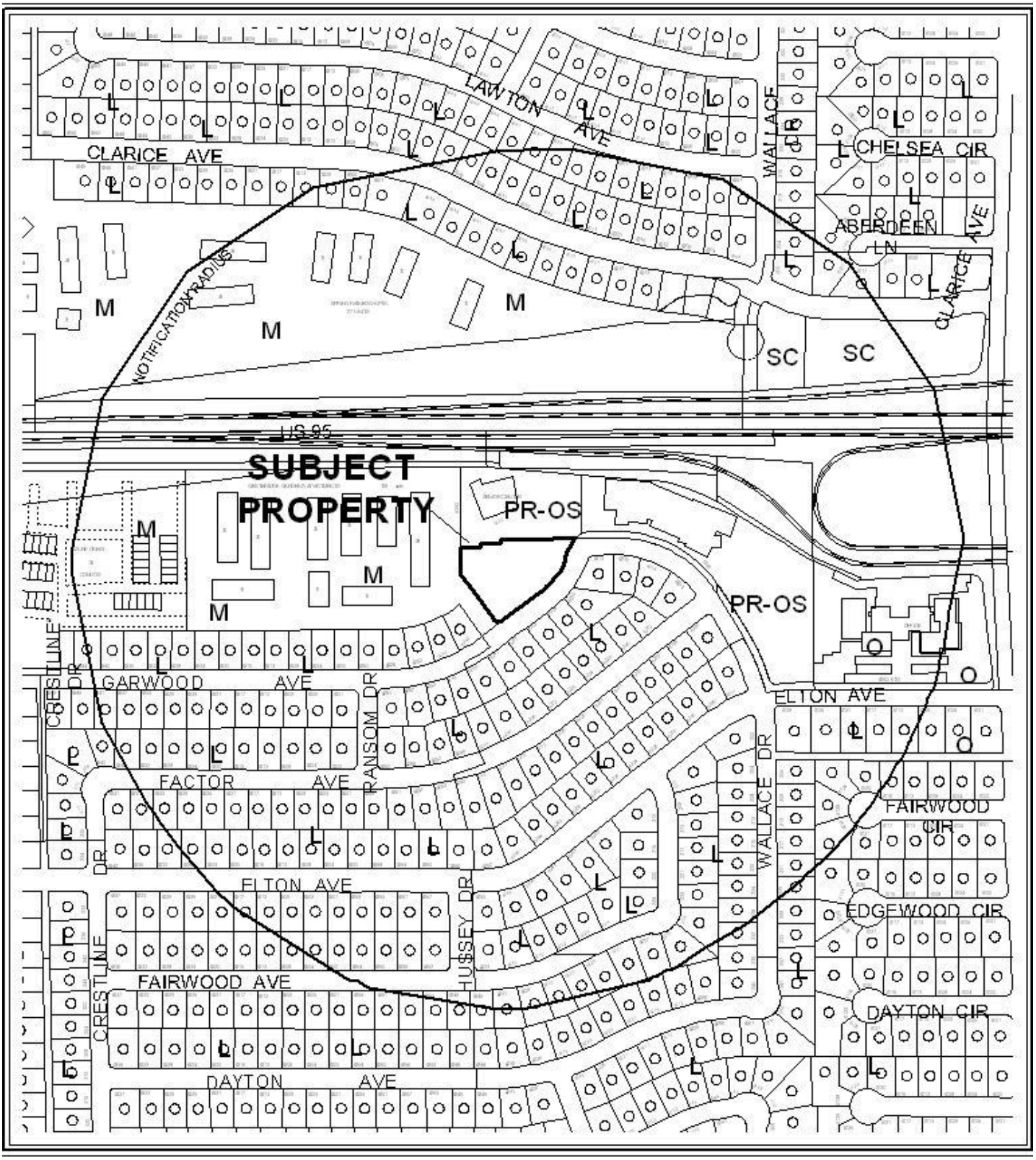
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-38528 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a General Plan Amendment FROM: L (LOW DENSITY RESIDENTIAL) AND PR-OS (PARKS/RECREATION/OPEN SPACE) TO: PF (PUBLIC FACILITIES) on 5.20 acres at 6230 Garwood Avenue and 6200 Hargrove Avenue (APNs 138-35-501-010, 011 and 017), Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the July 29, 2010 Planning Commission Meeting Item GPA-38528



CASE: **GPA-38528**

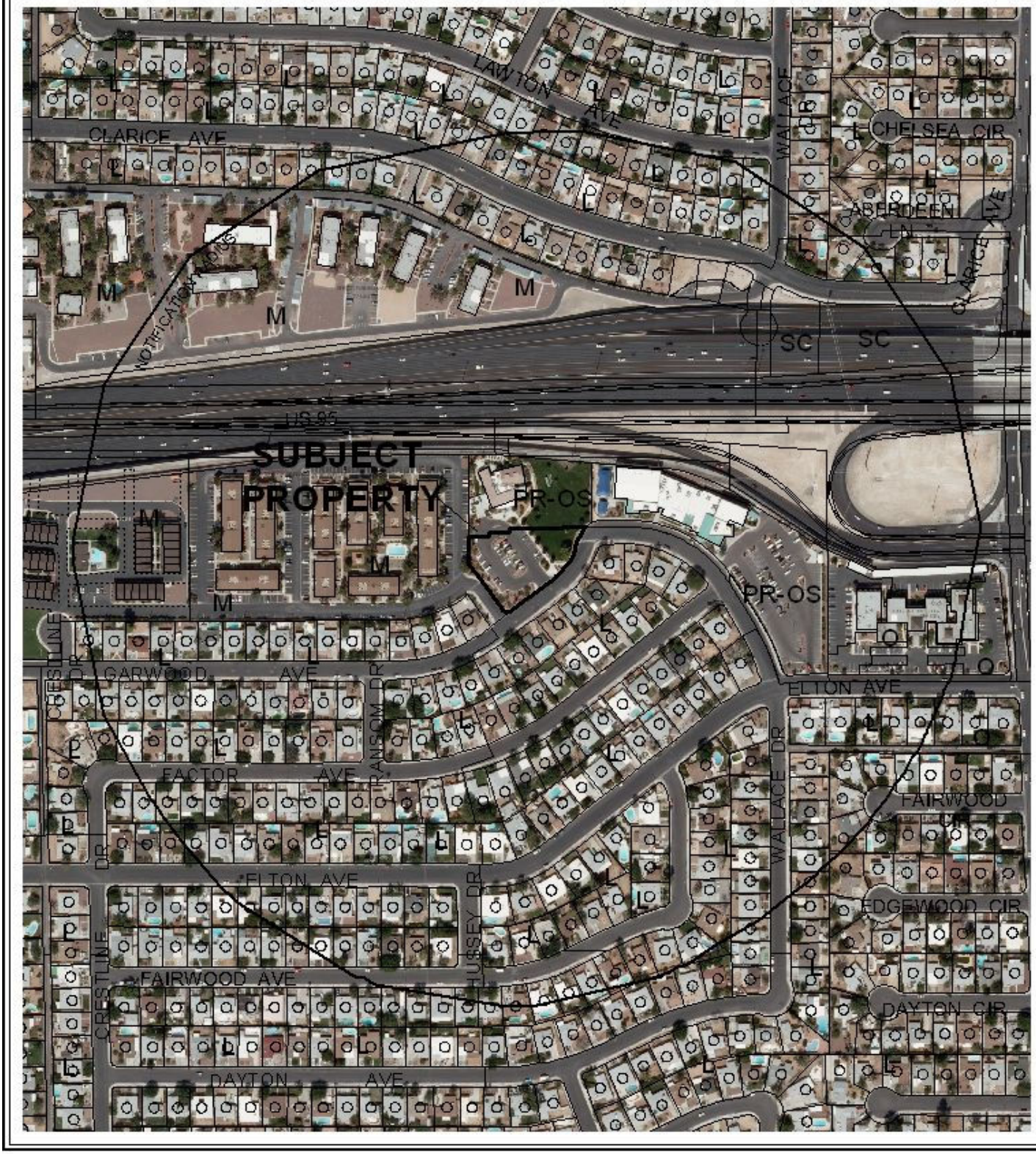
RADIUS: 1000

GENERAL PLAN LAND USE OF SUBJECT PROPERTY:

L (LOW DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY:

PF (PUBLIC FACILITY)



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CASE: **GPA-38528**

RADIUS: 1000

GENERAL PLAN LAND USE OF SUBJECT PROPERTY:

L (LOW DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY:

PF (PUBLIC FACILITY)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: CITY OF LAS VEGAS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-38528	Staff recommends APPROVAL.	N/A

RG

** STAFF REPORT **

PROJECT DESCRIPTION

This application is a request to amend a 5.20 acre portion of the Southeast Sector Plan of the General Plan from L (Low Density Residential) land use designation and PR-OS (Parks/Recreation/Open Space) to the PF (Public Facilities) land use designation at 6230 Garwood Avenue and 6200 Hargrove Avenue. The proposed PF (Public Facilities) land use designation will ensure consistency between the uses, zoning district and land use designation; therefore, staff is recommending approval of the subject General Plan Amendment application. If denied, the existing General Plan designation will remain inconsistent with the existing zoning district.

ISSUES

- The L (Low Density Residential) and PR-OS (Parks/Recreation/Open Space) land use designations are inappropriate for the current uses and zoning district on the site. Approval of a General Plan Amendment to PF (Public Facilities) will ensure consistency between the uses, zoning district and land use designation.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/16/64	The Board of City Commissioners approved a request for reclassification of property (Z-0080-64) generally located on the northeast corner of Hargrove Avenue and Elton Avenue, from R-1 (Single Family Residential) to C-V (Civic) on the subject site. The Planning Commission recommended approval.
05/02/68	The Board of City Commissioners approved a request for a Special Use Permit (U-0018-68) to construct a church building, on property generally located on the north side of Hargrove Avenue between Jones Boulevard and Torrey Pines Boulevard.
11/19/75	The Board of City Commissioners approved a request for a reclassification of property (Z-0045-75) generally located on the north side of Hargrove Avenue between Elton Avenue and Garwood Avenue at 6208 Hargrove Avenue, from R-1 (Single Family Residence) to C-V (Civic). The Planning Commission recommended denial.

04/21/76	The Board of City Commissioners approved a request for a Plot Plan Review [Z-0045-75(1)] to allow a police substation to be located on property generally located on the north side of Hargrove Avenue between Elton Avenue and Garwood Avenue at 6208 Hargrove Avenue. The Planning Commission recommended approval.
01/13/83	The Board of City Commissioners approved a request for a Plot Plan Review and Use Review [Z-0045-75(2)] for a proposed helicopter landing site and building expansion on property generally located on the north side of Hargrove Avenue. The Planning Commission and staff recommended approval.
01/22/91	The Planning Commission approved a Plot Plan and Building Elevation Review [Z-0045-75(3)] for a proposed temporary office space and locker room addition to the Metro West Substation at 6208 Hargrove Avenue. The Planning and Development staff recommended approval.
09/23/93	The Planning Commission approved a request for a Review of Condition [Z-0045-75(4)] on property located at 6208 Hargrove Avenue. The Planning and Development staff recommended approval.
01/19/83	The Board of City Commissioners approved a request for Reclassification of Property (Z-0073-82) generally located northwesterly and southwesterly of Hargrove Avenue and Garwood Avenue at 6208 Hargrove Avenue, from R-1 (Single Family Residence) and R-3 (Limited Multiple Residence) to C-V (Civic). The Planning Commission and staff recommended approval of this request.
03/21/84	The City Council approved a request for a Reinstatement and Extension of Time (Z-0073-82) on property generally located northwesterly and southwesterly of Hargrove Avenue and Garwood Avenue at 6208 Hargrove Avenue, From R-1 (Single Family Residence) and R-3 (Limited Multiple Residence) to C-V (Civic). The Planning Commission and staff recommended approval of this request.
03/20/02	The City Council approved the petition to Vacate a portion of Hargrove Avenue generally located west of Garwood Avenue, south of Oran K. Gragson Highway (US-95). The Planning Commission and staff recommended approval.
06/05/02	The City Council approved the request for a Site Development Plan Review [Z-0073-82(1)] for a proposed 7,700 square-foot Senior Citizen Center and the expansion of Mirabelli Park on 3.00 acres, located on the north side of Garwood Avenue, adjacent to the western terminus of Hargrove Avenue. The Planning Commission and staff recommended approval.
12/18/03	The Planning Commission approved a request for a Site Development Plan Review (SDR-3342) for a 31,500 square-foot Community Center on 2.99 acres at 6200 Elton Avenue. The Planning and Development staff recommended approval.

02/26/04	The Planning and Development Department has administratively approved a request for Administrative Approval (SDR-19721) to allow a proposed 80-foot Wireless Communication Facility, Stealth at 6208 Hargrove Avenue.
04/12/07	The Planning and Development Department has administratively approved a request for Administrative Approval (SDR-19985) to allow a proposed co-location of antennas on an existing 80-foot Wireless Communication Facility, Non-Stealth at 6200 Hargrove Avenue.
09/24/09	The Planning and Development Department has administratively approved a request for a Minor Site Development Plan Review (SDR-35495) for the co-location of three antennas on an existing 80-foot Wireless Communication Facility, Non-Stealth Design (Monopole) located at 6200 Hargrove Avenue.
07/29/10	The Planning Commission voted (7-0) to recommend APPROVAL of this item (PC Agenda Item #12/rg).

Most Recent Change of Ownership	
03/29/83	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
11/12/02	A building permit (#02020268) was issued for City of Las Vegas Mirabelli Senior Center at 6230 Garwood Avenue. The project was completed on 10/01/03.
11/25/02	A building permit (#02021110) was issued for a Monopole with three antennas at 6208 Hargrove Avenue. The project was completed on 03/14/03.
03/30/04	A building permit (#04013481) was issued for a 20-foot extension to an existing pole at 6208 Hargrove Avenue. The project was completed on 06/25/04.
11/01/04	A building permit (#04020962) was issued for Collocation of Antennas on existing pole at 6208 Hargrove Avenue. The project was completed on 04/25/05.
01/20/05	A building permit (#05000309) was issued for Mirabelli Community Center at 6200 Hargrove Avenue. The project was completed on 02/14/06.

Pre-Application Meeting
A pre-application meeting was done internally, as the applicant is the City of Las Vegas.

Neighborhood Meeting	
07/01/10	A neighborhood meeting was held at 6:00 p.m. at the Charleston Heights Art Center Conference Room, 800 Brush Street, Las Vegas, Nevada 89107. • No members of the public attended.

Field Check	
06/24/10	During a field check staff observed a well maintained Community Center Facility.

Details of Application Request	
Site Area	
Net Acres	5.17

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Community Recreational Facility (Public)	L (Low Density Residential)	C-V (Civic)
		PR-OS (Parks/Recreation/Open Space)	
North	Right-of-Way (US-95)	Right-of-Way (US-95)	Right-of-Way (US-95)
South	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
East	Single Family Residence	O (Office)	P-R (Professional Office and Parking)
West	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)
	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)

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			
A-O (Airport Overlay) District	X		Y
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 request would amend the General Plan land use designation of the subject site from L (Low Density Residential) and PR-OS (Parks/Recreation/Open Space) to PF (Public Facilities. There are no changes proposed regarding the use or configuration of the subject site. The amendment to the General Plan land use designation to PF (Public Facility) will ensure consistency between the zoning district and land use designation; therefore, staff is recommending approval of this request.

FINDINGS (GPA-38528)

Section 19.18.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The proposed PF (Public Facility) designation allows for a Community Recreational Facility (Public) that is currently located on the site and is compatible with the adjacent land use designations.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The current zoning of C-V (Civic) allows for Community Recreational Facility (Public), Primary and is compatible with existing adjacent zoning districts.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   The site is accessed from Elton Avenue, Hargrove Avenue and Garwood Avenue which are a 60-foot Right-of-Way. These thoroughfares are capable of accommodating the traffic flow for the proposed General Plan Amendment.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   There are no other applicable adopted plans and policies that affect the subject site.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

NOTICES MAILED 458 (By City Clerk)

APPROVALS 1

PROTESTS 1

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: GPA-38528 APN: 138-35-501-017, 010, 011

Name of Property Owner: City of Las Vegas

Name of Applicant: _____

Name of Representative: Andy Reed

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: Andrew P. Reed

Print Name: Andrew P. Reed

Subscribed and sworn before me

This 15th day of June, 2010

Nora Lares

Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: General Plan Amendment

Project Address (Location) 6230 Garwood Avenue

Project Name Howard Lieburn Senior Center **Proposed Use** No change

Assessor's Parcel #(s) 138-35-501-017, 010 and 017 **Ward #** 1

General Plan: existing L and proposed PF **Zoning:** existing C-V proposed No CHANGE FR-OS

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 0.88 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER City of Las Vegas **Contact** Andy Reed

Address 731 S. 4TH Street **Phone:** 229-6882 **Fax:** _____

City Las Vegas **State** NV **Zip** 89101

E-mail Address areed@lasvegasnevada.gov

APPLICANT _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

AUTHORIZED AGENT

~~Property Owner~~ Signature* Andrew P. Reed

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Andrew P. Reed

Subscribed and sworn before me

This 15th day of June, 2010.

Nora Lares

Notary Public in and for said County and State

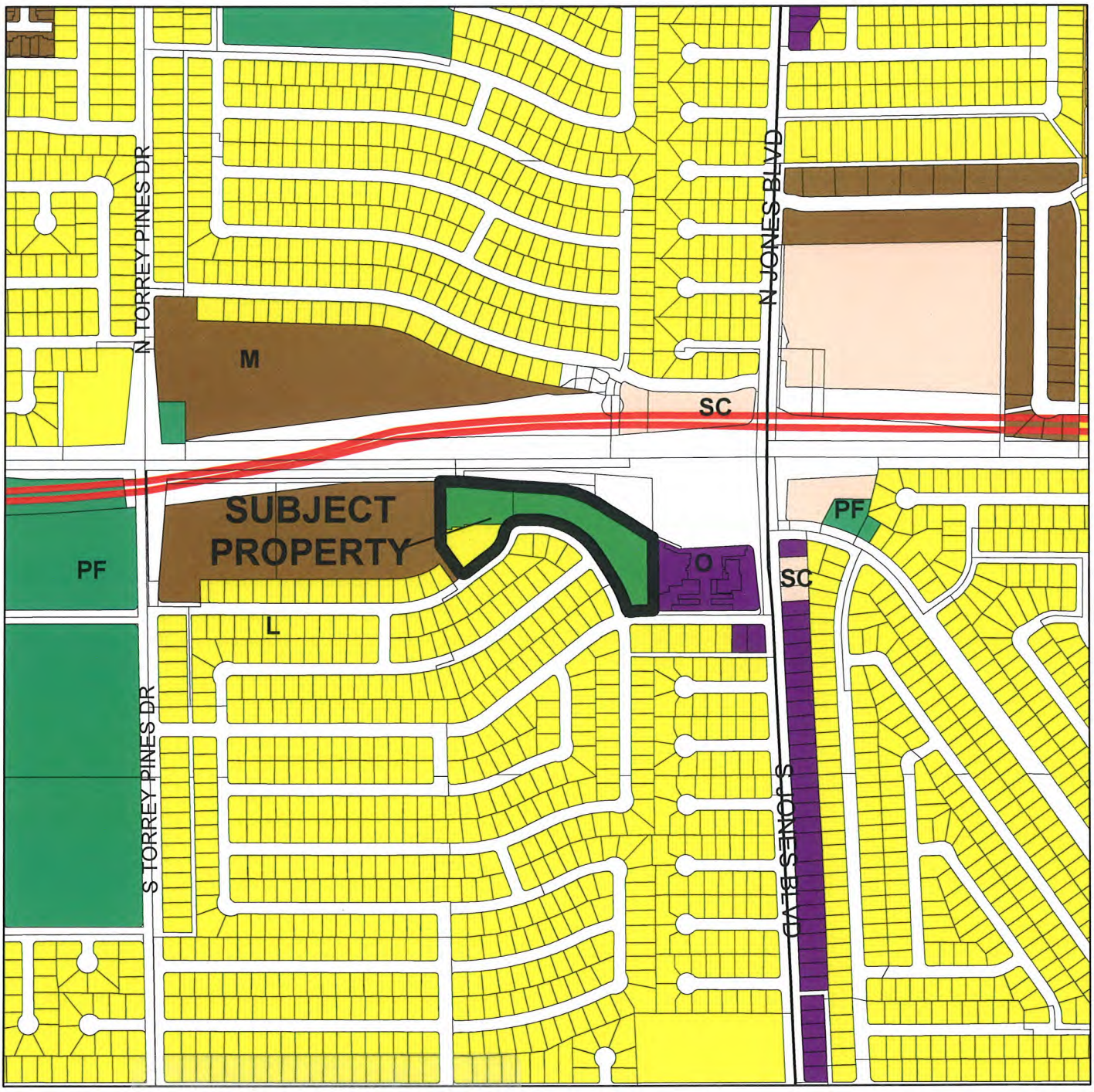
Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

FOR DEPARTMENT USE ONLY

Case #	GPA-38528
Meeting Date:	7-29-10
Total Fee:	0
Date Received:*	6-15-10
Received By:	

*This 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.

City of Las Vegas Vicinity Map



GPA-38528

- Rezcase
- Rural Neighborhood Preservation
- Rural Estates
- Desert Rural
- Rural
- Low
- Medium - Low
- Medium - Low Attached
- Medium
- High
- Office
- Service Commercial
- General Commercial
- Tourist Commercial
- Las Vegas Medical District
- Light Industrial / Research
- Planned Community Development
- Traditional Neighborhood Development
- Downtown Redevelopment Area
- Parks/Recreation/Open Space
- Public Facility
- Public Facility - School
- Public Facility - Clark County
- Town Center
- Resource Conservation
- Commercial (Downtown Land-Use)
- Mixed Use (Downtown Land-Use)
- Not in City
- Right - of - Way

N

0 325 650 1,300 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



GPA-38528 - APPLICANT/OWNER: CITY OF LAS VEGAS
6230 GARWOOD AVENUE AND 6200 HARGROVE AVENUE

06/24/10

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER
731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY 702-386-9108
www.lasvegasnevada.gov

June 15, 2010

Steve Gebeke
Planning & Development Department
731 South 4th Street
Las Vegas, NV. 89101

RE: Application GPA-38528
Assessor's Parcel Numbers 138-35-501-010, 011 and 017

Dear Mr. Gebeke:

In regard to these parcels, staff has determined that the existing General Plan designation and zoning classifications are inconsistent. In order to resolve this inconsistency and ensure that future development is compatible with existing development, staff is proposing to change the General Plan Designation of these parcels to PF (Public Facility). Please call me at 229-6882 with any questions.

Sincerely,

Andrew P. Reed
Planning Supervisor
City of Las Vegas
Planning & Development Department

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

City Manager
Elizabeth N. Fretwell

07101-001-06-09

GPA-38528

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

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: GPA-38528 – APPLICANT/OWNER: CITY OF LAS VEGAS

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***JULY 29, 2010*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney at (702) 385-7268***. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM JULY 28, 2010

Signature

7/26/10
Date

LINDA L. PERRI
Please Print Name

LVSD - RPM
Company Name

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

RECEIVED
JUN 26 2010

Submitted after final agenda
Date Item 12

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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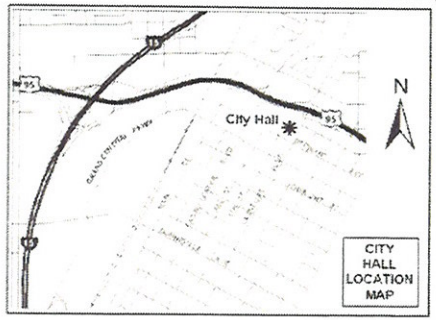
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-38528

Planning Commission Meeting of 7/29/2010

RECEIVED
JUL 26 2010

Case: GPA-38528

13835515022
PERRY THOMAS A & DEBRA L
216 S WALLACE DR
LAS VEGAS NV 89107-2558

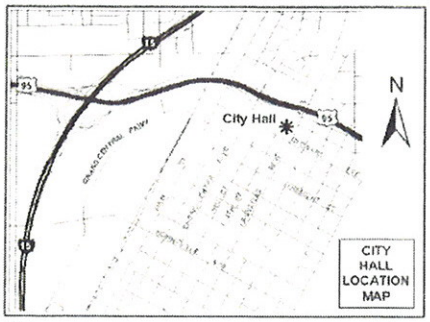
RECEIVED
JUN 27 2010

Submitted after final agenda
Date
Item 12

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing

Mr. Daniel Sanchez
5921 Harmony Ave
Las Vegas, NV 89107-2632



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side of this card to (702) 385-7268. If you would like to cont
Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your con

GPA-38528
Planning Commission Meeting of 7/29/2010

RECEIVED
JUN 27 2010

Submitted after final agenda
Date Item 12A

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

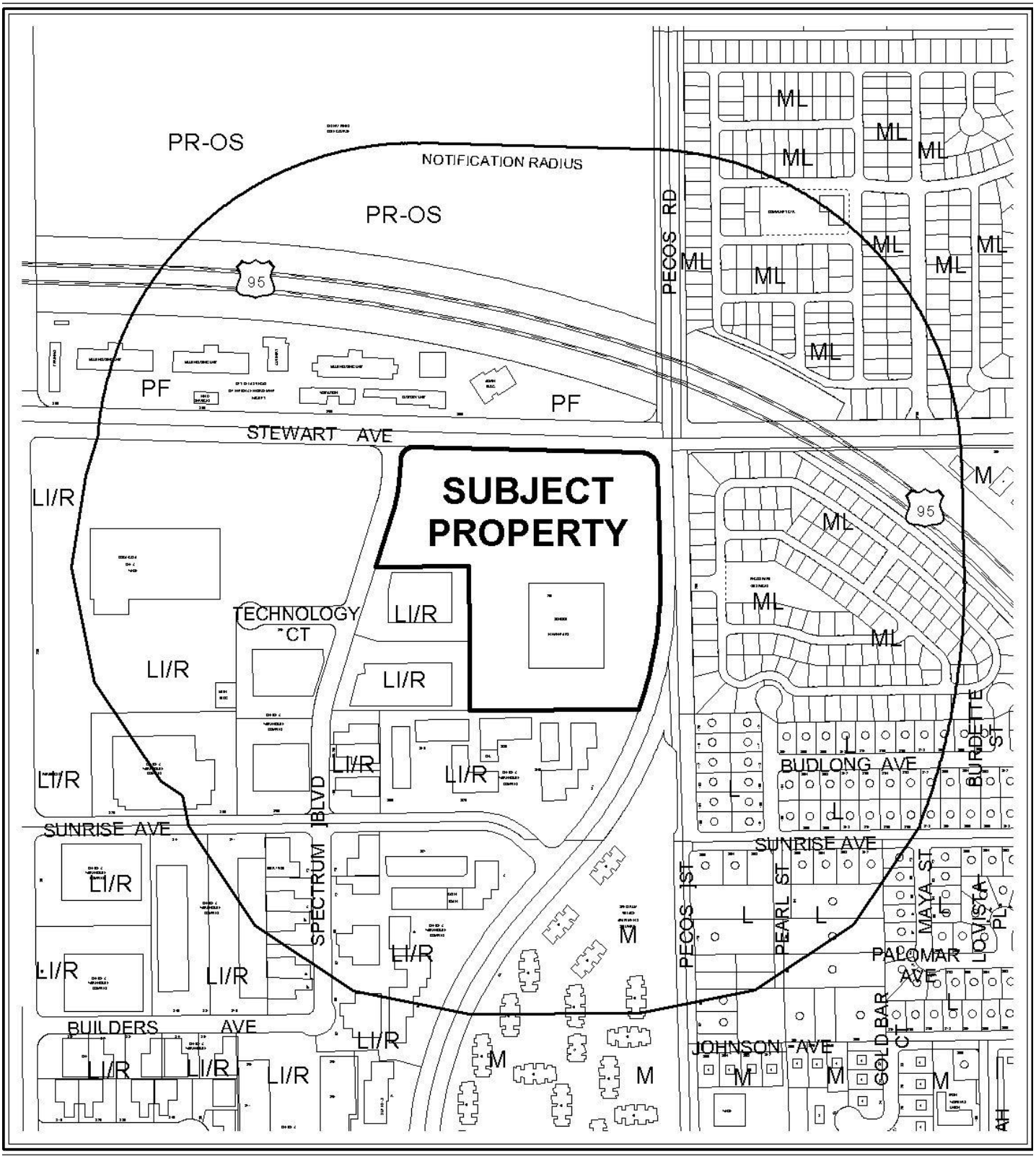
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-38529 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES - Request for a General Plan Amendment FROM: LI/R (LIGHT INDUSTRY/RESEARCH) TO: PF (PUBLIC FACILITIES) on 14.44 acres at 245 North Pecos Road (APN 139-36-710-019), Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Staff Report - GPA-38529 and ZON-38530
3. Supporting Documentation
4. Photos - GPA-38529 and ZON-38530
5. Justification Letter
6. Backup referenced from the July 29, 2010 Planning Commission Meeting Items GPA-38529 and ZON-38530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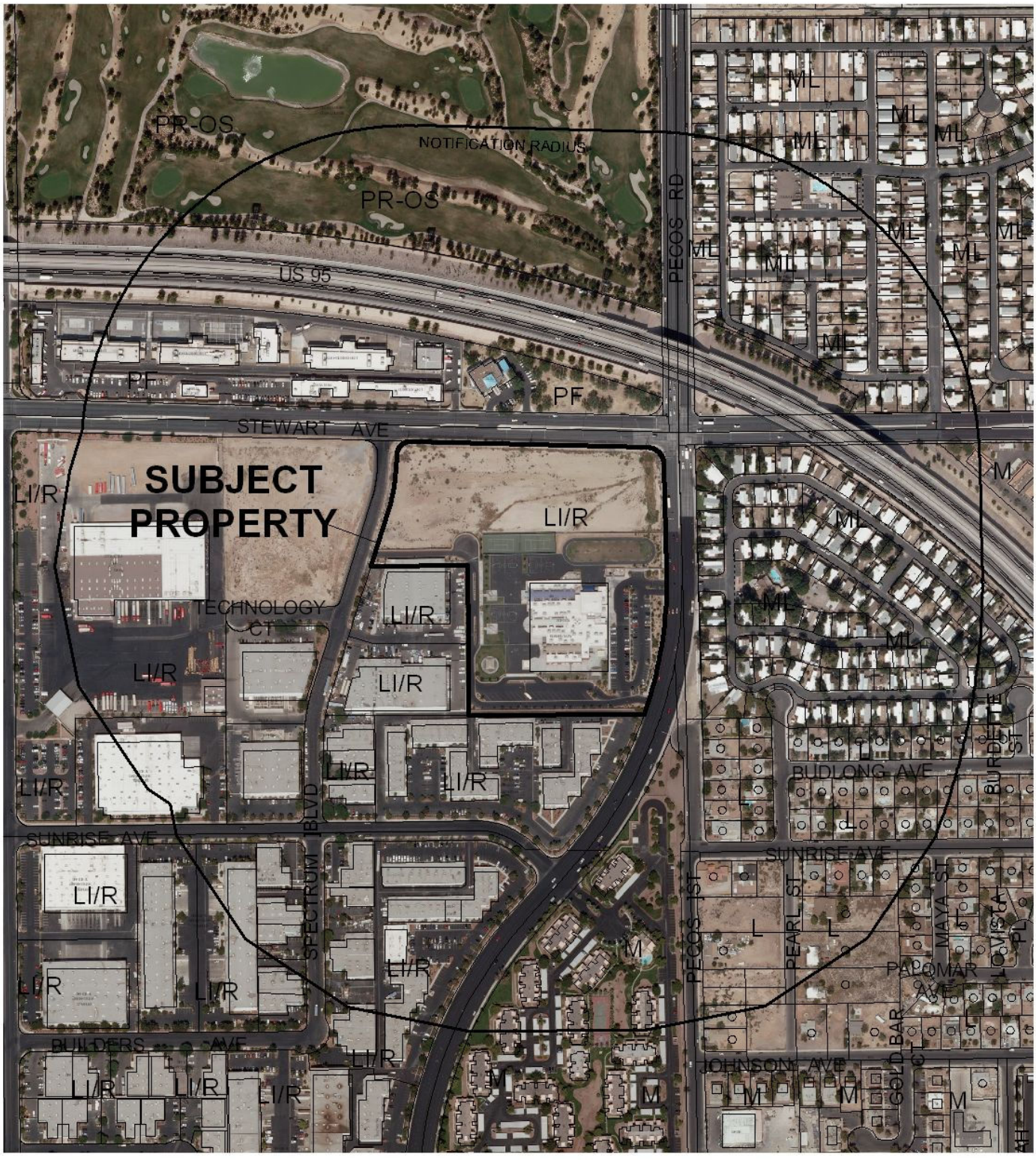
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City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-38529	Staff recommends APPROVAL.	ZON-38530
ZON-38530	Staff recommends APPROVAL.	GPA-38529

JG

Staff Report Page One
September 1, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to amend a portion of the Southeast Sector Plan of the General Plan from LI/R (Light Industrial/Research) to PF (Public Facilities) on 14.4 acres at 245 North Pecos Road. There is a companion request for a Rezoning (ZON-38530) from M (Industrial) to C-V (Civic). The subject property has contained an elementary school since 2006. In 2009, Ordinance 6041 was adopted, requiring a Special Use Permit for a primary school in the M (Industrial) zoning district. As a result, the existing use of the site is legally non-conforming. The PF (Public Facilities) General Plan designation as well as the proposed C-V (Civic) zoning district are intended for public uses such as schools, and is compatible and harmonious with the surrounding area; therefore, staff recommends approval. If these applications are denied, the General Plan designation would remain LI/R (Light Industrial/Research), the zoning would remain M (Industrial) and the existing use would remain as a legally non-conforming use.

ISSUES

- The proposed General Plan Amendment request must be approved in order for the requested Rezoning to C-V (Civic) to be approved.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/03/03	The City Council approved a Special Use Permit (SUP-2322) for a proposed Public School, Primary at 245 North Pecos Road. The Planning Commission and staff recommended approval of this request.
07/29/10	The Planning Commission voted (7-0) to recommend APPROVAL of companion items GPA-38529 and ZON-38530 (PC Agenda Items #13-14/jg).

Most Recent Change of Ownership	
09/15/03	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
C.2006	The building construction started in 2005 and was completed in 2006.

Pre-Application Meeting
These applications are initiated by the Planning and Development Department and no meeting was required.

Neighborhood Meeting	
06/28/10	A neighborhood meeting was held on Monday, June 28, 2010 at 6:00 p.m. at the Miley Achievement Center Multi-purpose Room, 245 North Pecos Road, Las Vegas. One member of the public attended the meeting and voiced no concerns.

Field Check	
06/24/10	Staff conducted a field check and noted a well maintained elementary school facility.

Details of Application Request	
Site Area	
Net Acres	14.4

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Public School Primary / Undeveloped	LI/R (Light Industry/Research)	M (Industrial)
North	City Detention & Enforcement Facility	PF (Public Facilities)	C-V (Civic)
South	Offices, Commercial, and Industrial	LI/R (Light Industry/Research)	M (Industrial)
East	Mobile Home Park	ML (Medium Low Density Residential)	R-MHP (Residential Mobile/Manufactured Home Park)
West	Offices, Commercial, and Industrial	LI/R (Light Industry/Research)	M (Industrial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Spectrum	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails	X		Y
Rural Preservation Overlay District		N	N/A
Las Vegas Redevelopment Plan Area		N	N/A
Development Impact Notification Assessment		N	N/A
Project of Regional Significance		N	N/A

ANALYSIS

The applicant is proposing to Rezone the site from M (Industrial) to C-V (Civic), and to amend the General Plan designation from LI/R (Light Industry/Research) to PF (Public Facilities). The proposed General Plan Amendment and Rezoning are appropriate, as the elementary school has been located on the southern portion of the subject property since 2006. The northern portion is undeveloped at the present time. Proposed General Plan designation and Zoning district are more appropriate for the existing use as they are intended for public uses such as schools, therefore, staff recommends approval. If these applications are denied the existing use would remain non-conforming to the current Zoning and General Plan designation.

FINDINGS (GPA-38529)

Section 19.18.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The intensity of the proposed PF (Public Facilities) General Plan designation is compatible with the existing adjacent LI/R (Light Industry/Research), ML (Medium Low Density Residential) and PF (Public Facilities) land use designations.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The proposed General Plan designation allows for the special purpose zoning district of C-V (Civic). This district is compatible with the existing adjacent land uses and zoning districts and will act as a buffer for the R-MHP (Residential Mobile/Manufactured Home Park) District to the east.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   Access to the site is provided by Pecos Road, a 100-foot Primary Arterial as designated by the Master Plan of Streets and Highways. The subject property is located within an area of the City where all utilities, fire and police services are currently in place and available. Therefore, there are adequate facilities available to accommodate the uses and densities permitted by the proposed General Plan Amendment.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   No applicable plans are affected by this request.

FINDINGS (ZON-38530)

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed C-V (Civic) zoning district conforms to the proposed PF (Public Facilities) General Plan designation.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The proposed C-V (Civic) zoning district will allow public facilities development that is compatible with the surrounding land uses and zoning districts.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   The proposed Rezoning is appropriate, as a school has been an existing use on the subject property since 2006.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   Access to the site is provided by Pecos Road, a 100-foot Primary Arterial, as designated by the Master Plan of Streets and Highways. The site will be sufficiently served by existing roadway facilities.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 25

NOTICES MAILED 81 (By City Clerk)

APPROVALS 0

PROTESTS 1

JG

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-38529** APN: 139-36-710-019

Name of Property Owner: School Board of Trustees

Name of Applicant: City of Las Vegas

Name of Representative: Andrew Reed

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:~~ REPRESENTATIVE Andrew P. Reed

Print Name: Andrew P. Reed

Subscribed and sworn before me

This 15th day of June, 2010

Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

Nora Lares
Notary Public in and for said County and State

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: General Plan Amendment

Project Address (Location) 245 North Pecos Road

Project Name Miley Elementary School **Proposed Use** No change

Assessor's Parcel #(s) 139-36-710-019 **Ward #** 3

General Plan: existing LI/R proposed PF **Zoning:** existing M proposed C-V

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 14.4 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER School Board of Trustees **Contact** Linda Perri

Address 4212 Eucalyptus Annex **Phone:** 799-5214 **Fax:** 799-5436

City Las Vegas **State** NV **Zip** 89121

E-mail Address lkperri@interact.ccsd.net

APPLICANT City of Las Vegas **Contact** Andy Reed

Address 731 S. 4TH Street **Phone:** 229-6882 **Fax:** _____

City Las Vegas **State** NV **Zip** 89101

E-mail Address areed@lasvegasnevada.gov

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

AUTHORIZED AGENT Andrew P. Reed

~~**Property Owner**~~ **Signature*** _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name ANDREW P. REED

Subscribed and sworn before me

This 15th day of June, 2010.

Nora Lares

Notary Public in and for said County and State

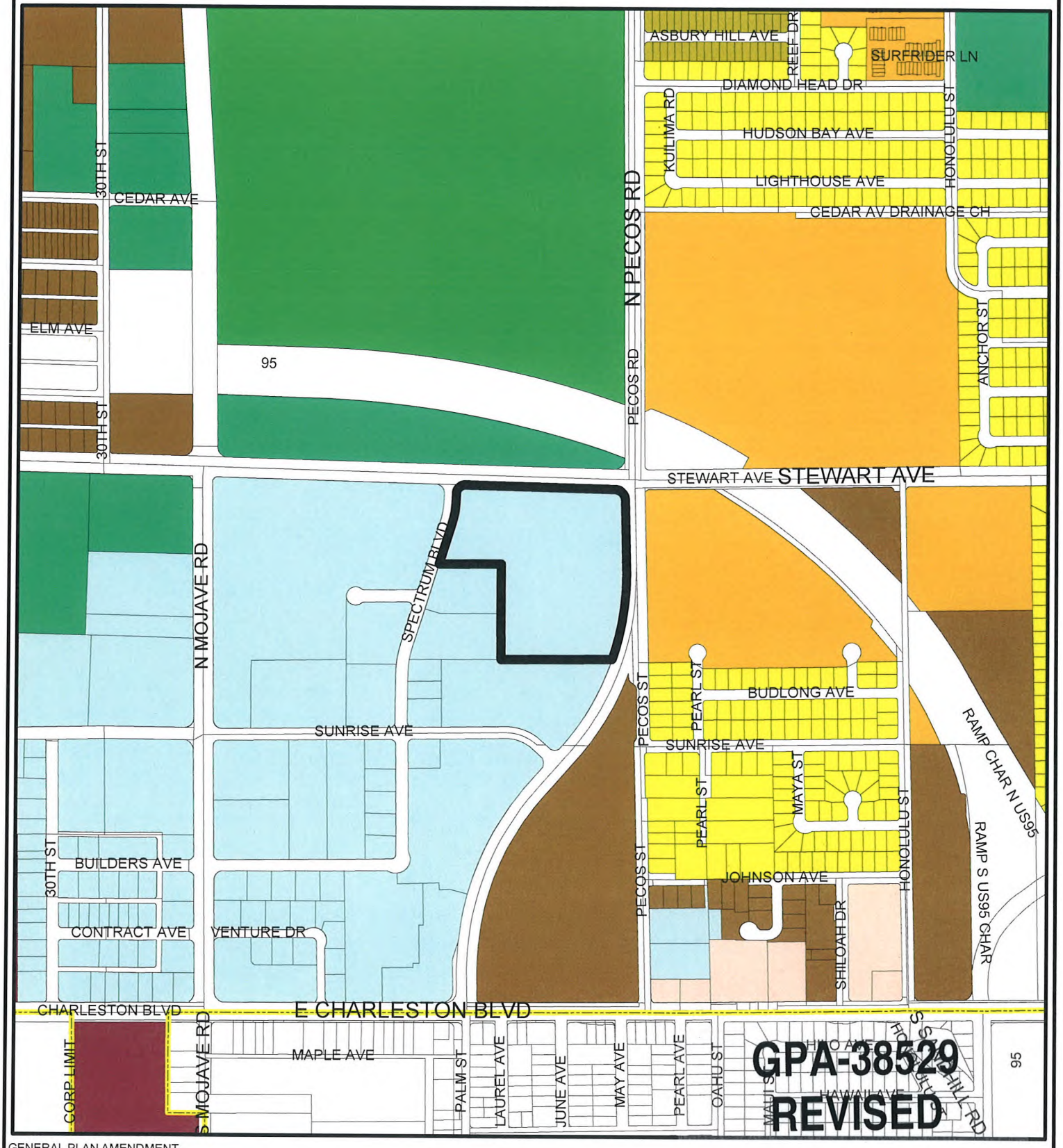
Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

FOR DEPARTMENT USE ONLY

Case #	GPA-39529
Meeting Date:	7-29-10
Total Fee:	0
Date Received:*	6-15-10
Received By:	A. Reed

*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.

GENERAL PLAN AMENDMENT Parcel: 13936710019
GPA-38529



GENERAL PLAN AMENDMENT

- Rural Neighborhood Preservation
- Rural Estates
- Desert Rural
- Rural
- Low
- Medium - Low
- Medium - Low Attached
- Medium
- High
- Office
- Service Commercial
- General Commercial
- Tourist Commercial
- Las Vegas Medical District
- Light Industrial / Research
- Planned Community Development
- Downtown Redevelopment Area
- Park / Recreation / Open Space
- Public Facility
- Public Facility - School
- Public Facility - Clark County
- Town Center
- Resource Conservation
- Downtown - Commercial
- Downtown - Mixed Use
- Not in City
- Subject Parcel
- City Limits

FROM LI/R TO PF

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

Printed: July 09, 2010

PLANNING & DEVELOPMENT



GPA-38529 AND ZON-38530 - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES
245 NORTH PECOS ROAD

06/24/10



GPA-38529 AND ZON-38530 - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES
245 NORTH PECOS ROAD

06/24/10

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER
731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY 702-386-9108
www.lasvegasnevada.gov

June 15, 2010

Steve Gebeke
Planning & Development Department
731 S. 4th Street
Las Vegas, NV 89101

RE: Application GPA-38529
Assessors Parcel Number 139-36-710-019

Dear Mr. Gebeke:

In regard to this parcel, staff has determined that the existing General Plan designation and zoning classifications are inconsistent. In order to resolve this inconsistency and ensure that future development is compatible with existing development, staff is proposing to change the General Plan Designation of this site to PF (Public Facility). Please call me at 229-6882 with any questions.

Sincerely,

Andrew P. Reed
Planning Supervisor
City of Las Vegas
Planning & Development Department

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

City Manager
Elizabeth N. Fretwell

CITY OF LAS VEGAS NEVADA

07101-001-06-09

GPA-38529

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

CITY OF LAS VEGAS
ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: *GPA-38529 - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES*

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***JULY 29, 2010*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney at (702) 385-7268***. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM JULY 28 2010.

Signature _____ Date 7/26/10

LINDA K. PERRI
Please Print Name

LVSD - RPM
Company Name

Sincerely,

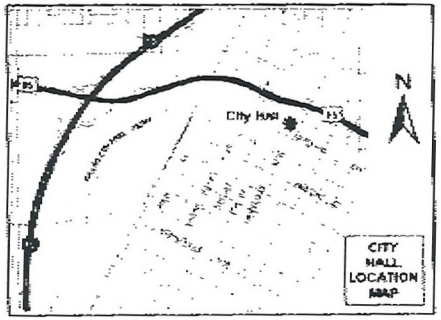
Steve Gebeke
Planning Supervisor
Case Planning Division

RECEIVED
JUN 26 2010

Submitted after final agenda
Date Item 13

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-38529 & ZON-38530

Planning Commission Meeting of 7/29/2010

PRESORTED FIRST CLASS

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Case: GPA-38529

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SNAVELY MICHAEL
120 PECOS ST
LAS VEGAS NV 89101-4805

RECEIVED
JUN 21 2010

13-14
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City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

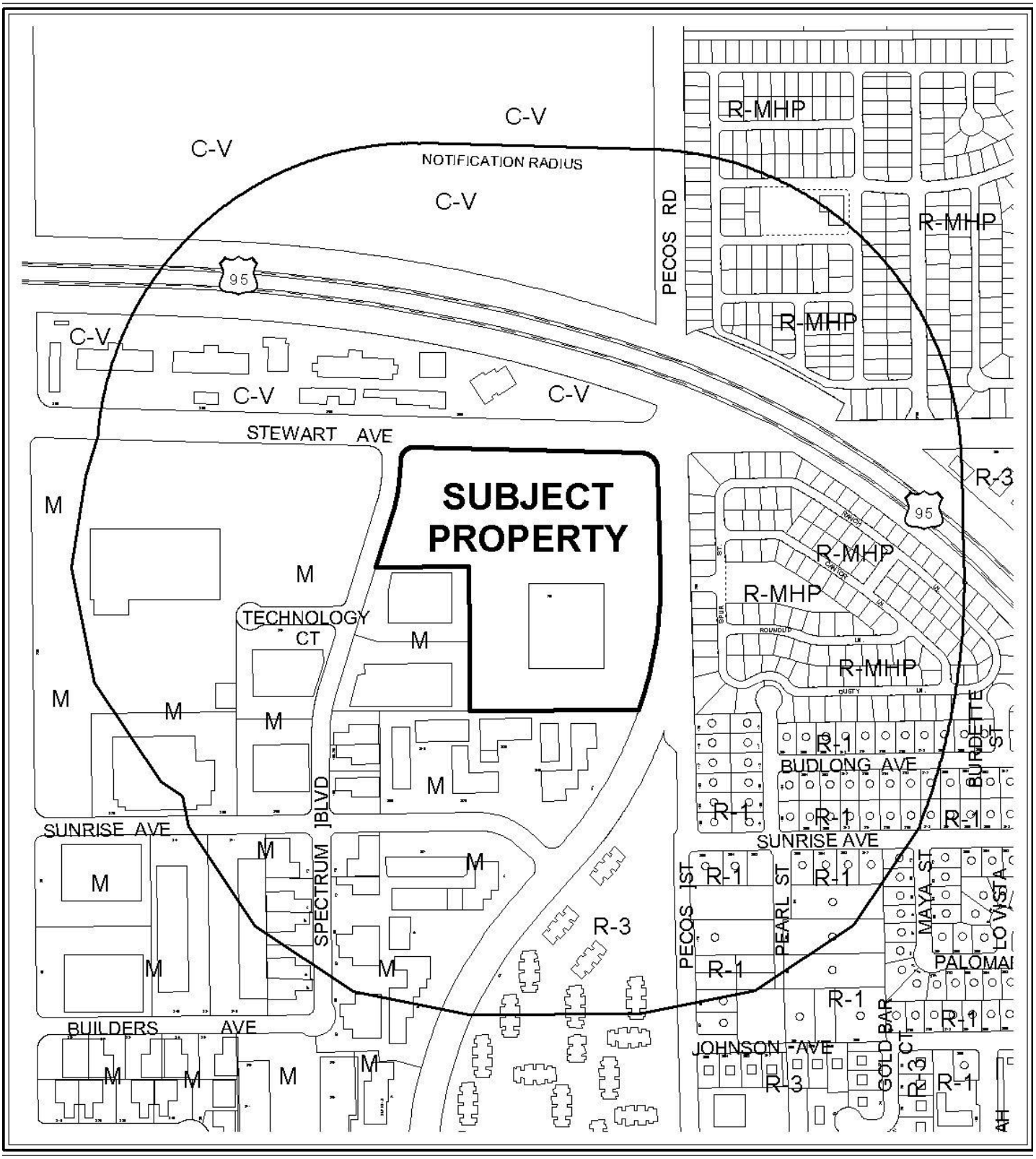
SUBJECT:
ZON-38530 - REZONING RELATED TO GPA-38529 - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: SCHOOL BOARD OF TRUSTEES - Request for a Rezoning FROM: M (INDUSTRIAL) TO: C-V (CIVIC) on 14.44 acres at 245 North Pecos Road (APN 139-36-710-019), Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation
4. Justification Letter

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



0 300 600 Feet

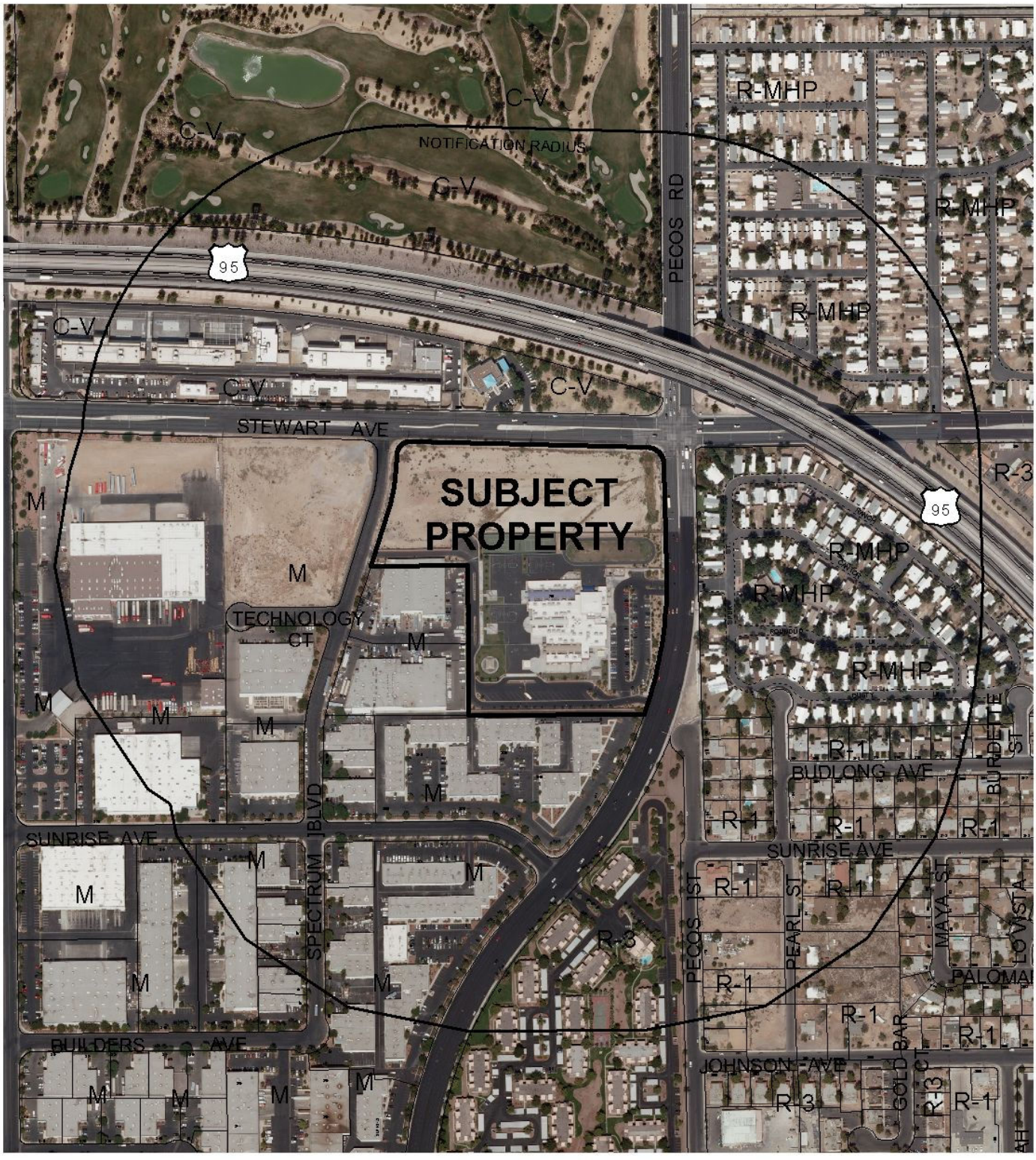
CASE: **ZON-38530**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N



0 300 600 Feet

CASE: **ZON-38530**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-38530** APN: 139-36-710-019

Name of Property Owner: School Board of Trustees

Name of Applicant: City of Las Vegas

Name of Representative: Andrew Reed

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~~ REPRESENTATIVE: Andrew P. Reed

Print Name: Andrew P. Reed

Subscribed and sworn before me

This 15th day of June, 2010

Nora Lares

Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Rezoning

Project Address (Location) 245 North Pecos Road

Project Name Miley Elementary School **Proposed Use** No change

Assessor's Parcel #(s) 139-36-710-019 **Ward #** 3

General Plan: existing LI/R proposed PF **Zoning:** existing M proposed C-V

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 14.4 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER School Board of Trustees **Contact** Linda Perri

Address 4212 Eucalyptus Annex **Phone:** 799-5214 **Fax:** 799-5436

City Las Vegas **State** NV **Zip** 89121

E-mail Address lkperri@interact.ccsd.net

APPLICANT City of Las Vegas **Contact** Andy Reed

Address 731 S. 4TH Street **Phone:** 229-6882 **Fax:** _____

City Las Vegas **State** NV **Zip** 89101

E-mail Address areed@lasvegasnevada.gov

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

AUTHORIZED AGENT Andrew P. Reed

~~**Property Owner** Signature*~~ _____

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Andrew P. Reed

Subscribed and sworn before me

This 15th day of June, 2010.

Nora James

Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

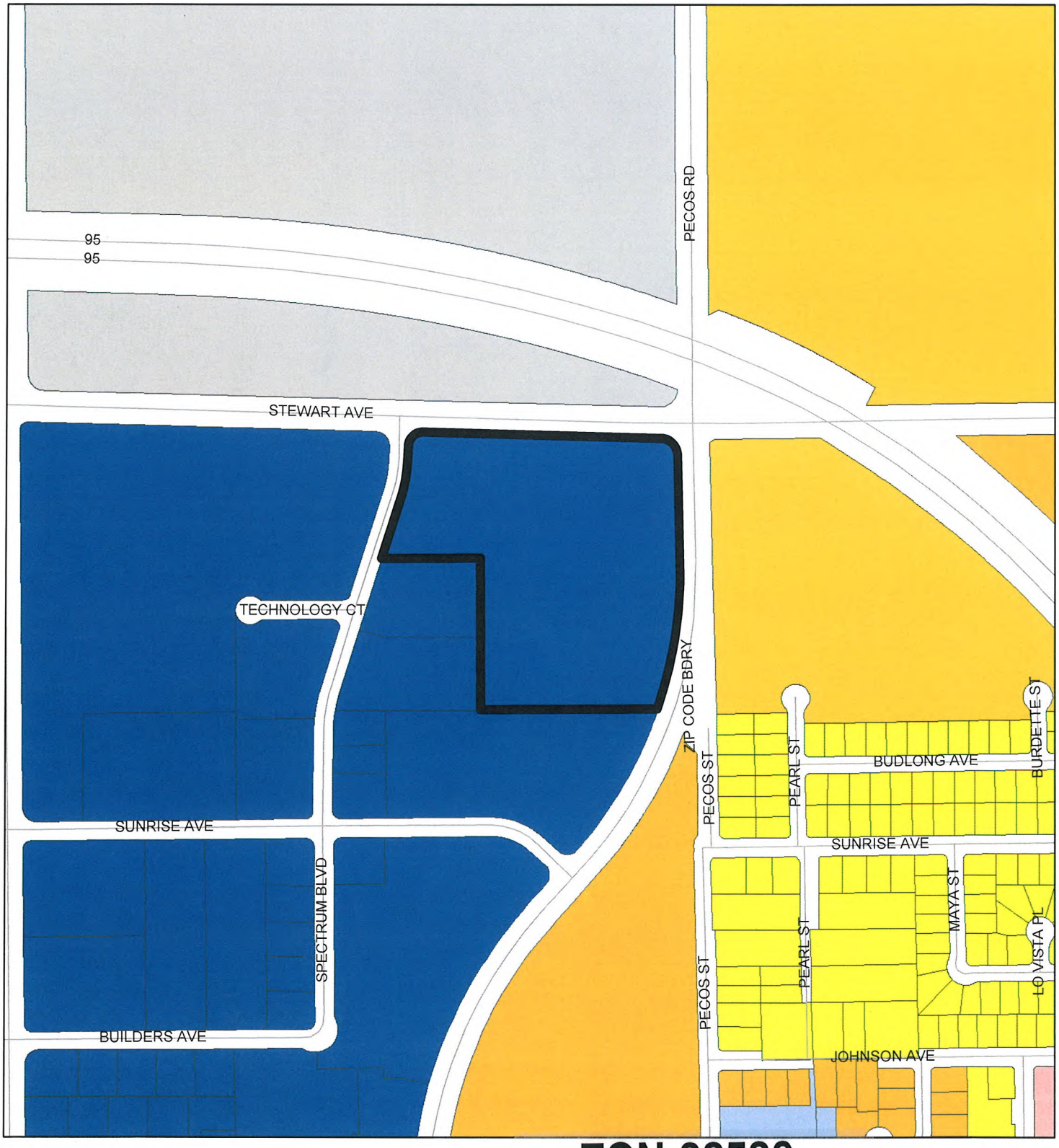
FOR DEPARTMENT USE ONLY

Case #	ZON-38530
Meeting Date:	7-29-10
Total Fee:	0
Date Received:*	6-15-10
Received By:	A. Reed

* 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

REZONING Parcel: 13936710019
ZON - 38530



ZONING

- C-V
- C-PB
- P-C
- U
- R-A
- R-E
- R-MH
- R-CL
- R-2
- R-D
- R-PD
- R-1
- R-3
- R-4
- R-5
- R-MHP
- P-R
- N-S
- O
- C-D
- C-1
- PD
- T-D
- TC
- C-2
- C-M
- M
- Subject Parcel
- City Limits
- ROI Zoning

ZON-38530 FROM M TO C-V REVISED

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

Printed: July 9, 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT
DEVELOPMENT SERVICES CENTER
731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY 702-386-9108
www.lasvegasnevada.gov

June 15, 2010

Steve Gebeke
Planning & Development Department
731 S. 4th Street
Las Vegas, NV 89101

RE: Application ZON-38530
Assessors Parcel Number 139-36-710-019

Dear Mr. Gebeke:

In regard to this parcel, staff has determined that the existing General Plan designation and zoning classifications are inconsistent. In order to resolve this inconsistency and ensure that future development is compatible with existing development, staff is proposing to change the zoning classification of this site to C-V (Civic). Please call me at 229-6882 with any questions.

Sincerely,

Andrew P. Reed
Planning Supervisor
City of Las Vegas
Planning & Development Department

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

City Manager
Elizabeth N. Fretwell

07101-001-06-09

ZON-38530

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

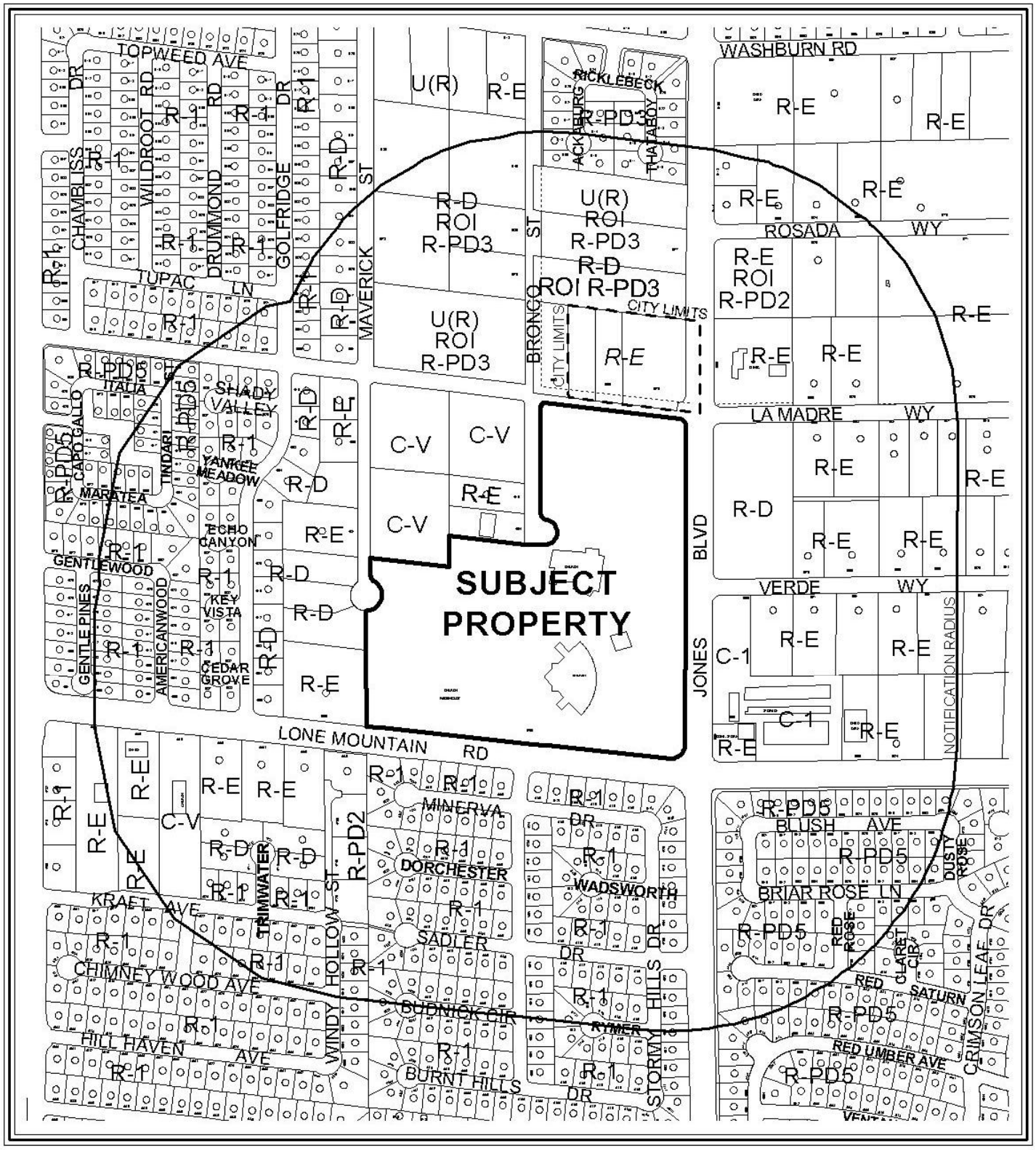
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ROC-38919 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: CANYON RIDGE CHRISTIAN CHURCH - Request for a Review of Condition #2 of a previously approved Site Development Plan Review [U-0088-95(3)] WHICH REQUIRED THE REMOVAL OF THE MODULAR BUILDING on a portion of 25.14 acres at 6200 West Lone Mountain Road (APN 125-35-803-003), C-V (Civic) Zone, 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, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for ROC-29817
6. City Council Approval Letter for EOT-15441
7. City Council Approval Letter for ROC-4692
8. Justification Letter



0 700 1400 Feet

CASE: **ROC-38919**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N



CASE: **ROC-38919**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: CANYON RIDGE CHRISTIAN CHURCH

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-38919	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

ROC-38919 CONDITIONS

Planning and Development

1. Condition Number 2 of Site Development Plan Review [U-0088-95(3)] shall be amended to read, "The 3,600 square-foot modular building shall be removed by August 1, 2012."

2. Conformance to all other Conditions of Approval of Special Use Permit (U-0088-95) and Site Development Plan Review [U-0088-95(4)].

DJS

** STAFF REPORT **

PROJECT DESCRIPTION

The modular building is currently being utilized as a bookstore and offices that support the operations of the church. This is the fourth request for a Review of Condition Number 2 of a previously approved Site Development Plan Review [U-0088-95(3)] to allow an existing 3,600 square-foot modular building to remain on the premises. The last approval of a Review of Condition (ROC-29817) mandated that the modular building be removed by August 1, 2010; the applicant is requesting an additional two year extension until August 1, 2012. Staff finds no objection to the continued use of the modular building and is recommending approval of this request. If denied, the temporary modular building would need to be removed.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/06/95	The City Council approved a request for a Special Use Permit (U-0088-95) for a Church. The Board of Zoning Adjustment recommended approval on 07/25/95.
05/15/96	The City Council approved a request for a Plot Plan and Building Elevation Review [U-0088-95(1)] for Phase I of a Church facility. The Board of Zoning Adjustment recommended denial on 04/23/96.
12/08/97	The City Council approved a request for a Site Development Plan Review [U-0088-95(3)] for a 3,600 square-foot modular office and four proposed 1,440 square-foot modular classrooms in conjunction with a church. Condition #2 required the office modular building to be removed in three years or whenever Phase 2 is completed, whichever occurs first with a status report to staff every six months commencing January 1, 1998. The Planning Commission and staff recommended denial on 11/6/97.
04/12/99	The City Council approved a Major Amendment [U-0088-95(4)] to an approved Site Development Plan Review [U-0088-95(3)] for an expansion of the church. Condition #2 of that approval required that all modular buildings on site be removed upon completion of Phase II. The Planning Commission and staff recommended denial on 03/01/99.
07/17//02	The City Council approved a request for a Review of Condition [U-0088-95(5)] for the approved Site development Plan Review [U-0088-95(4)] to allow the modular building to remain on the site after the completion of Phase II. A condition of approval required the modular building to be removed by 8/1/04. Staff recommended approval.

12/17/03	The City Council approved a request for a Review of Condition Number 3 and 4 (ROC-3216) of a previously approved Special Use Permit (U-0088-95) which required the vacation of Maverick Street with all necessary cul-de-sac dedications and street improvements and required the construction of half and full street improvements for streets adjacent to the subject site and Conditions Number 11 and 13 of an approved Plot Plan and Building Elevation Review [U-0088-95(1)] which restricted the height of the entire building to 35 feet to be measured from average finished grade to the highest exterior feature of the building and required the creation of two half-acre parcels for future residential development in the north portion of the parcels as a buffer for the R-E homes on Bronco Street.
	The City Council approved a related request for a Variance (VAR-3214) to allow a height of 77 feet where 35 feet is allowed.
	The City Council approved a related request for a Site Development Plan Review (SDR-3213) for two proposed classroom/youth buildings, an expansion of an existing church and a waiver of the parking lot landscaping requirements. The Planning Commission and staff recommended denial on 11/20/03.
02/18/04	The City Council approved a request to amend a portion of the Centennial Hills Interlocal Land Use Plan of the Centennial Hills Sector Plan (GPA-3469) from R (Rural Density Residential) to PF (Public Facilities) on 39.24 acres adjacent to the northwest corner of Lone Mountain Road and Jones Boulevard. The Planning Commission and staff recommended denial on 01/22/04.
08/04/04	The City Council approved a request for a Review of Condition Number 2 of a previously approved Review of Condition [U-0088-95(5)] of an approved Site Development Plan Review[U-0088-95(4)], which required the removal of a modular building by 8/1/04. Staff recommended approval.
09/06/06	The City Council approved a request for an Extension of Time (EOT-15441) of an approved Site Development Plan Review[U-0088-95(3)] that required a modular building to be removed by 12/8/00 or whenever Phase II is completed, whichever occurs first at 6200 West Lone Mountain Road. Staff recommended denial.
10/01/08	The City Council approved a request for a Review of Condition #2 (ROC-29817) of an approved Site Development Plan Review [U-0088-95(4)], which required the removal of a modular building to be removed by 8/1/08. Staff recommended approval.
06/17/09	The City Council approved a request for a Petition to Vacate (VAC-33863) the Bronco Street alignment south of La Madre Way generally located on the southwest corner of La Madre Way and Bronco Street.
07/26/10	The Planning and Development Department approved a request for an Extension of Time (EOT-38390) of a previously approved Petition to Vacate (VAC-33863) the Bronco Street alignment south of La Madre Way generally located on the southwest corner of La Madre Way and Bronco Street.

04/08/10	The Planning and Development Department received a request for a Parcel Map (PMP-37894) for a revision to acreage of approximately 32.73 acres at the southeast corner of Maverick Street and La Madre Way. The map has not yet been recorded.

Related Building Permits/Business Licenses	
04/02/98	Building permit #98-006787 was issued for a 3,600 square-foot temporary modular building on Plan Check L-3480-97. The modular unit received a Certificate of Occupancy on 07/31/98.
07/14/99	Building permit #99-013706 was issued for a 1,420 square-foot temporary modular (classroom) on Plan Check L-0179-99. This unit received a temporary Certificate of Occupancy on 09/22/99 that expired on 08/27/00. NOTE: This temporary modular building has been removed from the site.

Pre-Application Meeting
A pre-application meeting was not held.

Neighborhood Meeting
A neighborhood meeting was not required nor was one held.

Field Check	
08/06/10	Staff conducted a field check of the subject site with the following observations: • The area surrounding the modular building was clean and neat in appearance with the landscaping being properly maintained • The architectural materials/color of the modular building blends well with the surrounding structures

Details of Application Request	
Site Area	
Gross Acres	32.73

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Church	PF (Public Facilities)	C-V (Civic)
North	Undeveloped Land	PF (Public Facilities) and R (Rural Density Residential)	C-V (Civic), R-E (Residence Estates), and Clark County
South	Single Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)
East	Single Family Dwellings and Undeveloped Land	R (Rural Density Residential)	R-D (Single Family Residential-Restricted) and R-E (Residence Estates)
	Storage Facility	SC (Service Commercial)	C-1 (Limited Commercial)
Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
West	Single Family Dwellings and Undeveloped Land	R (Rural Density Residential)	R-D (Single Family Residential-Restricted) and R-E (Residence Estates)

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			
A-O (Airport Overlay) District (175 feet)	X		Y
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

The modular building is currently being utilized as a bookstore and offices that support the operations of the church. This is the fourth request for a Review of Condition Number 2 of a previously approved Site Development Plan Review [U-0088-95(3)] to allow an existing 3,600 square-foot modular building to remain on the premises. The last approval of a Review of Condition (ROC-29817) mandated that the modular building be removed by August 1, 2010; the applicant is requesting an additional two year extension until August 1, 2012. The modular building does have an approved Certificate of Occupancy that was issued on 04/02/98. During a field check of the site on 8/6/10, staff noted that the building is aesthetically compatible with the surrounding buildings and the landscaping areas are being properly maintained.

FINDINGS

Though the temporary modular building has been on the subject site since 1997, the structure is aesthetically compatible with the other building and surrounding development. Staff finds no objection to the continued use of the modular building and is recommending approval of this request with a two-year time frame. Conformance to the conditions of approval of the Site Development Plan Review [U-0088-95(3)] and all other site related actions shall be required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

NOTICES MAILED 283 (By Planning)

APPROVALS 0

PROTESTS 0

DJS

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ROC-38919 APN: 125-35-803-003

Name of Property Owner: Canyon Ridge Christian Church

Name of Applicant: Canyon Ridge Christian Church

Name of Representative: Jose Cruz, Pastor of Operations

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: x _____

Print Name: Steven Breer / Treasurer - Canyon Ridge Church

Subscribed and sworn before me

This 23 day of June, 2010

Victoria S. O'Sullivan

Notary Public in and for said County and State

VICTORIA S. O'SULLIVAN
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 10-24-2011
Certificate No: 07-5291-1

RECEIVED
JUL 20 2010
City of Las Vegas

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time or Review of Condition

Project Address (Location) 6200 W Lone Mountain Road, Las Vegas, NV 89130

Project Name Extension request for portable bldg **Proposed Use** _____

Assessor's Parcel #(s) 125-35-803-003 **Ward #** _____

General Plan: existing X proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 31 Acres **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Canyon Ridge Christian Church **Contact** _____

Address 6200 W Lone Mountain Road **Phone:** 658-2722 **Fax:** 658-9622

City Las Vegas, **State** Nevada **Zip** 89130

E-mail Address _____

APPLICANT Canyon Ridge Christian Church **Contact** Jose Cruz

Address 6200 W Lone Mountain Road **Phone:** 217-4499 **Fax:** 658-9622

City Las Vegas **State** Nevada **Zip** 89130

E-mail Address _____

REPRESENTATIVE Jose Cruz **Contact** _____

Address 6200 W Lone Mountain Road **Phone:** 217-4499 **Fax:** 658-9622

City Las Vegas **State** Nevada **Zip** 89130

E-mail Address _____

Property Owner Signature* X Steven Brown

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Steven Brown

Subscribed and sworn before me

This 23 day of June, 20 10.

Victoria S. O'Sullivan

Notary Public in and for said County and State

VICTORIA S. O'SULLIVAN
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 10-24-2011
Certificate No: 07-5291-1

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	ROC-38919
Meeting Date:	9-1-10
Total Fee:	$ 830.00
Date Received:*	07-20-10
Received By:	F.S

*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.

RECEIVED
JUL 20 2010
City of Las Vegas

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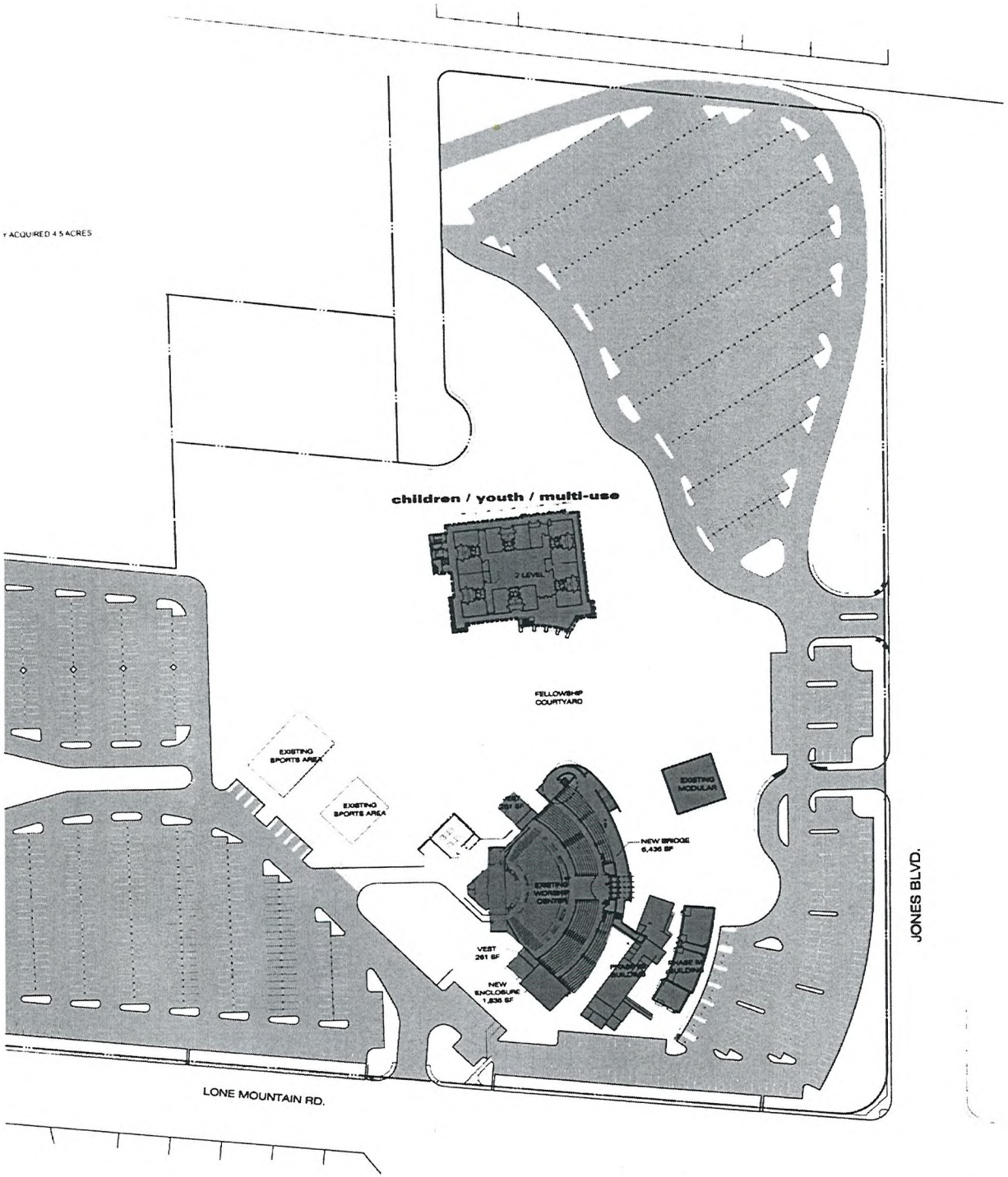

CANYON RIDGE
CHRISTIAN CHURCH

6200 W. Lone Mountain Rd.
Las Vegas, NV, 89130

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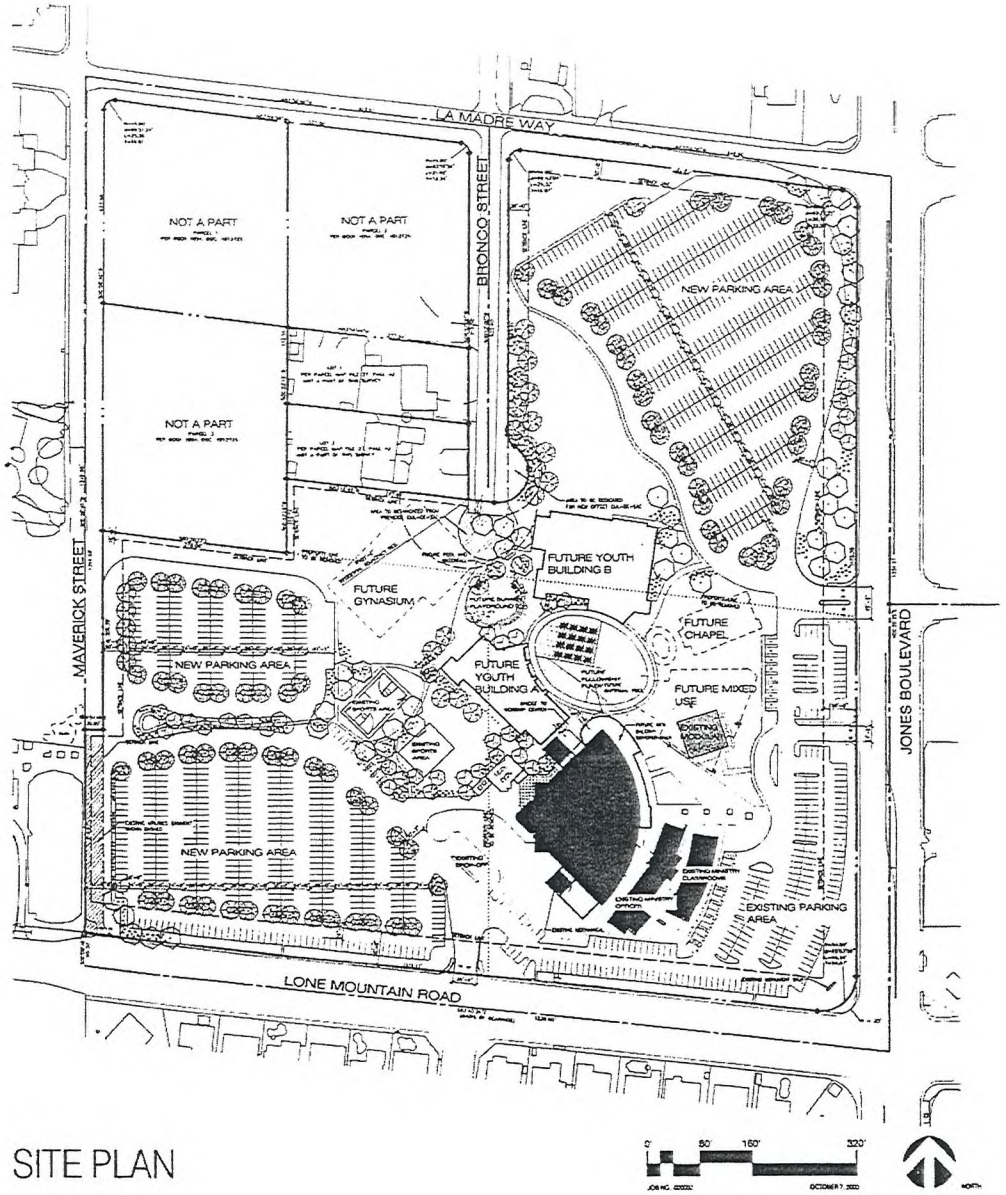
JUL 20 2010
City of Las Vegas

ROC-38919



SITE PLAN

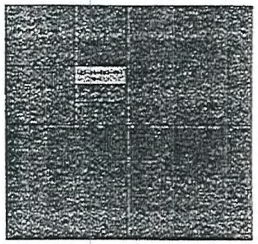
MAY 21, 2004
REVIEW OF CONDITION

SITE DATA

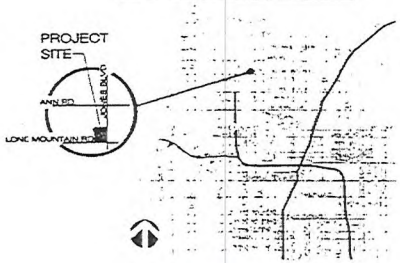
SITE AREA: 31.79 ACRES

ASSESSOR'S PARCEL NUMBERS
125-35-803-001
125-35-803-002
125-35-802-001
125-35-802-002
125-35-802-003
125-35-802-005
125-35-802-006
125-35-802-007

CURRENT ZONING



VICINITY MAP



SWISHER & HALL AIA, LIMITED
ARCHITECTURE AND PLANNING
7373 PEAK DRIVE, SUITE 250
LAS VEGAS, NEVADA 89128
702.363.2222 702.363.4666(FAX)
WWW.SWISHERHALL.COM

ROC-38919

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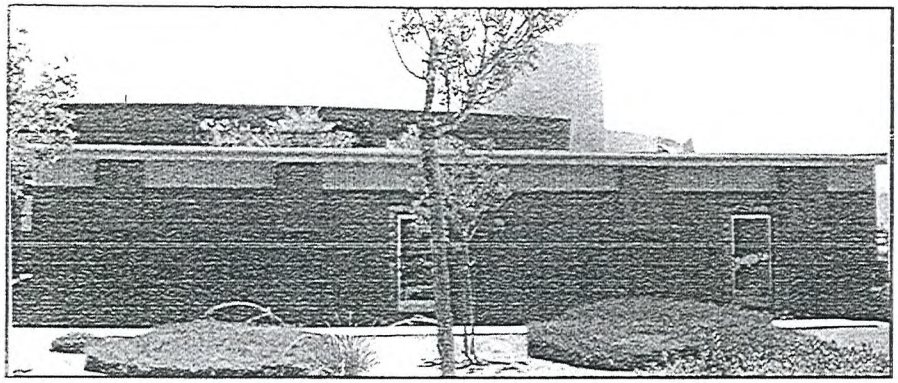
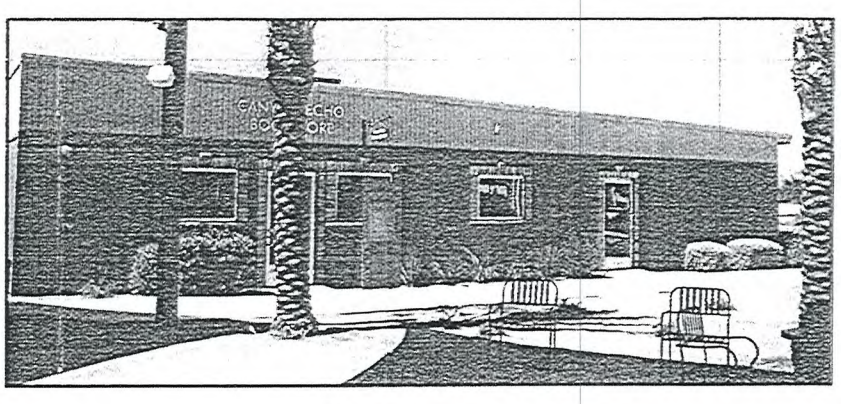
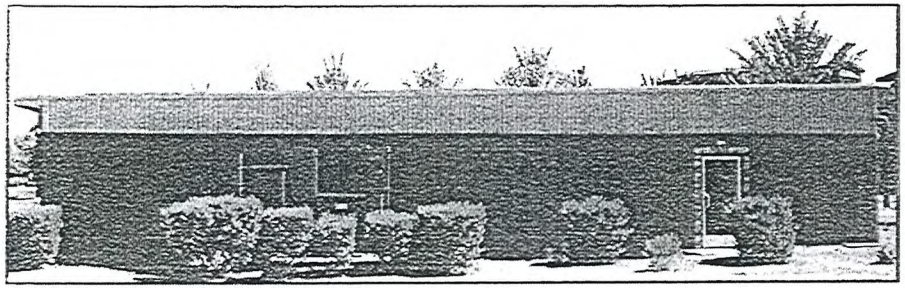
JUL 20 2010
City of Las Vegas



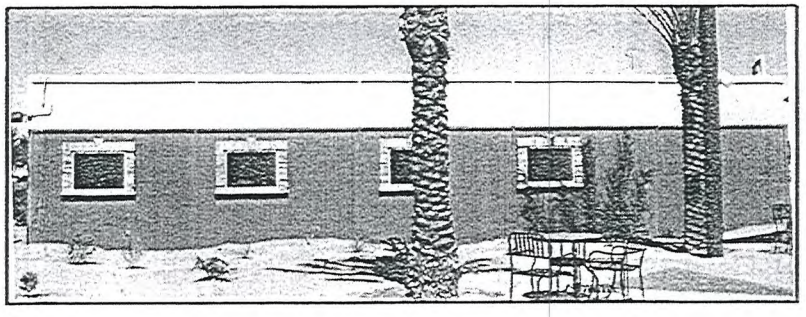
EAST ELEVATION



WEST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION

ROC-38919

RECEIVED
JUL 20 2010
City of Las Vegas

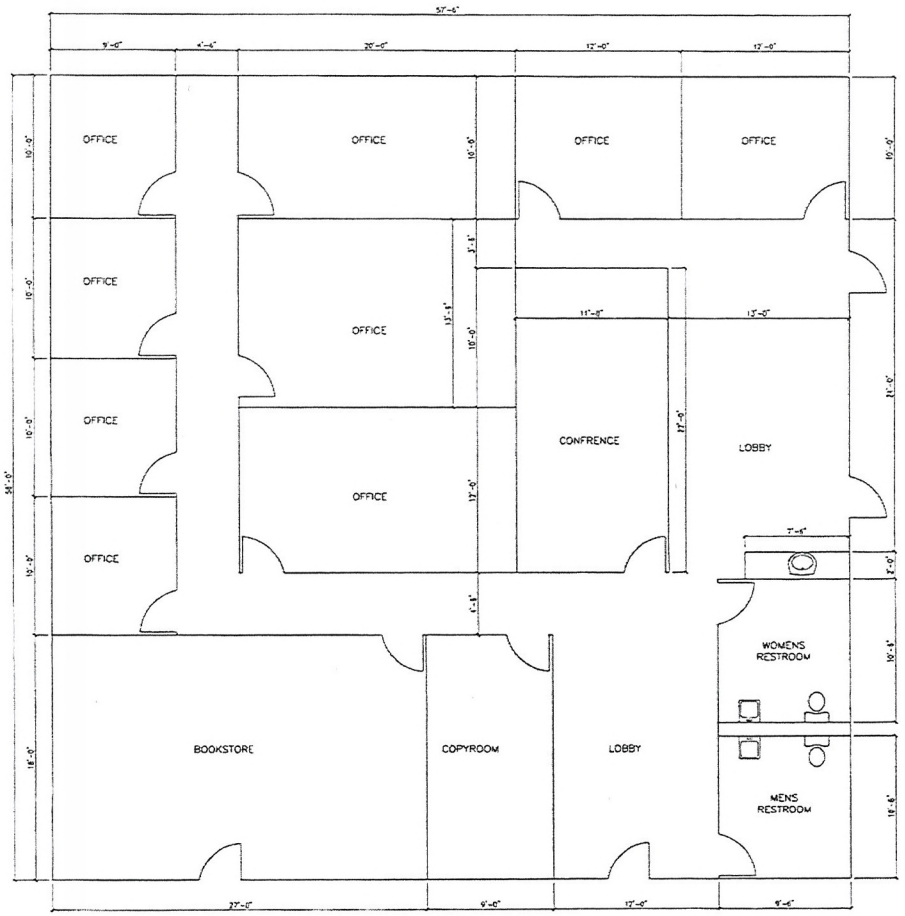
SWISHER & HALL

CANYON RIDGE CHRISTIAN CHURCH EXPANSION

VOLUME II

PICTURE ELEVATIONS

CANYON RIDGE
CHRISTIAN CHURCH



MODULAR FLOOR

JOB NO. 0701032 JULY 31, 2007

ALL BUILDING AREAS, LAND COVERAGE AND PARKING TABULATIONS ARE PRELIMINARY AND SUBJECT TO CHANGE.

ANY PROPOSED DEVELOPMENT IS SUBJECT TO REVIEW AND APPROVAL OF GOVERNMENTAL AGENCIES.

SH ARCHITECTURE
7373 Peak Drive Suite 250 Las Vegas Nevada 89128
ph 702.363.2222 fax 702.363.6060 www.sh-architecture.com

ROC-38919

RECEIVED
JUL 20 2010
City of Las Vegas



ROC-38919 - APPLICANT/OWNER: CANYON RIDGE CHRISTIAN CHURCH
6200 WEST LONE MOUNTAIN ROAD

08/06/10



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6200 WEST LONE MOUNTAIN ROAD

08/06/10

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
TTY 702.386.9108
www.lasvegasnevada.gov

October 3, 2008

Mr. Doug Parks
Canyon Ridge Christian Church
6200 West Lone Mountain Road
Las Vegas, Nevada 89130

RE: ROC-29817 – REVIEW OF CONDITION
CITY COUNCIL MEETING OF OCTOBER 1, 2008

Dear Mr. Parks:

The City Council at a regular meeting held October 1, 2008 APPROVED the request for a Review of Condition #2 of an approved Site Development Plan Review [U-0088-95(4)], which required the removal of a modular building on a portion of 25.14 acres at 6200 West Lone Mountain Road (APN: 125-35-803-003), C-V (Civic) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on October 2, 2008. This approval is subject to:

Planning & Development

1. Condition Two of Site Development Plan Review [U-0088-95(4)] shall be amended as follows: The 3,600 square foot modular building shall be removed by August 1, 2010.

2. Conformance to all other Conditions of Approval of Special Use Permit (U-0088-95) and Site Development Plan Review [U-0088-95(4)], if approved.

Sincerely,

Angela Crolli

Angela Crolli
Senior Deputy City Clerk for
Beverly K. Bridges, CMC, City Clerk

cc: Mr. John Sawdon
SH Architecture
7373 Peak Drive, Suite #250
Las Vegas, Nevada 89128

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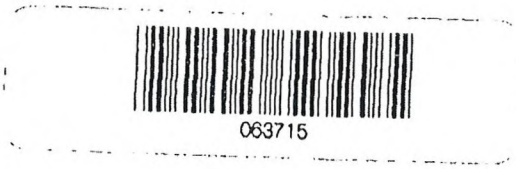
JUL 20 2010
City of Las Vegas
ROC-38919



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

September 7, 2006

Mr. Doug Parks
Canyon Ridge Christiann Church
6200 West Lone Mountain Road
Las Vegas, Nevada 89130

RE: EOT-15441 – EXTENSION OF TIME - REVIEW OF CONDITION
CITY COUNCIL MEETING OF SEPTEMBER 6, 2006

Dear Mr. Parks:

The City Council at a regular meeting held September 6, 2006 APPROVED the request for an Extension of Time of an approved Site Development Plan Review [U-0088-95(3)] THAT REQUIRED A MODULAR BUILDING TO BE REMOVED BY DECEMBER 8, 2000 OR WHENEVER PHASE 2 IS COMPLETED, WHICHEVER OCCURS FIRST at 6200 West Lone Mountain Road (APN 125-35-803-003), C-V (Civic) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on September 7, 2006. This approval is subject to:

Planning and Development

1. The modular building shall be moved by August 1, 2008 unless an Extension of Time is approved by the City Council.

2. Conformance to all applicable conditions of approval for Site Development Plan Review [U-0088-95(3)] and all other related cases.

Sincerely,

Carmel Viado

Carmel Viado
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Phil Haderlie
SH Architecture
7373 Peak Drive, Suite #250
Las Vegas, Nevada 89128

RECEIVED
JUL 20 2010
City of Las Vegas

ROC-38919

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

August 5, 2004

Mr. Doug Parks
Canyon Ridge Christian Church
6200 West Lone Mountain Road
Las Vegas, Nevada 89130

RE: ROC-4692 – REVIEW OF CONDITION
CITY COUNCIL MEETING OF AUGUST 4, 2004

Dear Applicant:

The City Council at a regular meeting held August 4, 2004 APPROVED request for a Review of Condition No. 2 of an approved Review of Condition [U-0088-95(5)] of an approved Site Development Plan Review [U-0088-95(4)], which required the removal of a modular building by August 1, 2004 on a portion of 25.14 acres at 6200 West Lone Mountain Road (APN: 125-35-803-002), C-V (Civic) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on August 5, 2004. This approval is subject to:

Planning and Development

1. The modular building shall be moved by August 1, 2006 unless an Extension of Time is approved by the City Council.

2. Conformance to all applicable conditions of approval for Special Use Permit U-0088-95.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. John Sawdon
Swisher & Hall AIA, Ltd.
7375 Peak Drive, Suite 250
Las Vegas, Nevada 89128

RECEIVED
JUL 20 2010
City of Las Vegas

ROC-38919

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov
18112-001-6/04

CANYON RIDGE
CHRISTIAN CHURCH

July 15, 2010

City of Las Vegas
Planning and Development Department
731 South 4th Street
Las Vegas, NV 89101

Re: Review of Condition/Extension of Time, Justification Letter

Ladies and gentleman:

Please accept this letter as the Justification Letter to accompany the Application/Petition Form for a Review of Condition or Extension of Time for Canyon Ridge Christian Church, Inc. We are requesting approval for an additional 2 year extension period for the modular building at 6200 W Lone Mountain Road. We would greatly appreciate your consideration for this extension as the modular building is still needed by the church to meet the needs of its patrons.

This request for extension of time is connected to the approved review of condition ROC-29817 approved at the City Council Meeting held on 10/1/2008. We have been using the modular building as ministry work space until we can develop the site. We have invested in the appearance of the modular building to ensure that it is aesthetically pleasing to the surroundings (see photos attached). The church owns the building and the building is set on permanent concrete pier foundations.

Canyon Ridge Church is appreciative of all of the efforts of the planning department with regards to this matter. Should you have any questions or require any further information or documentation, please contact me at 702-217-4499 at your earliest convenience. Thank you for your help and consideration.

Sincerely,

Jose Cruz
Pastor and Director of Operations
Canyon Ridge Christian Church

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10 JUL 19 AM 9:49
PLANNING AND DEVELOPMENT

RECEIVED
JUL 20 2010
City of Las Vegas

ROC-38919

SEEKING GF GOD FIRST

6200 W. Lone Mountain Road, Las Vegas, NV 89130
702.658.2722 :: www.canyonridge.org

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

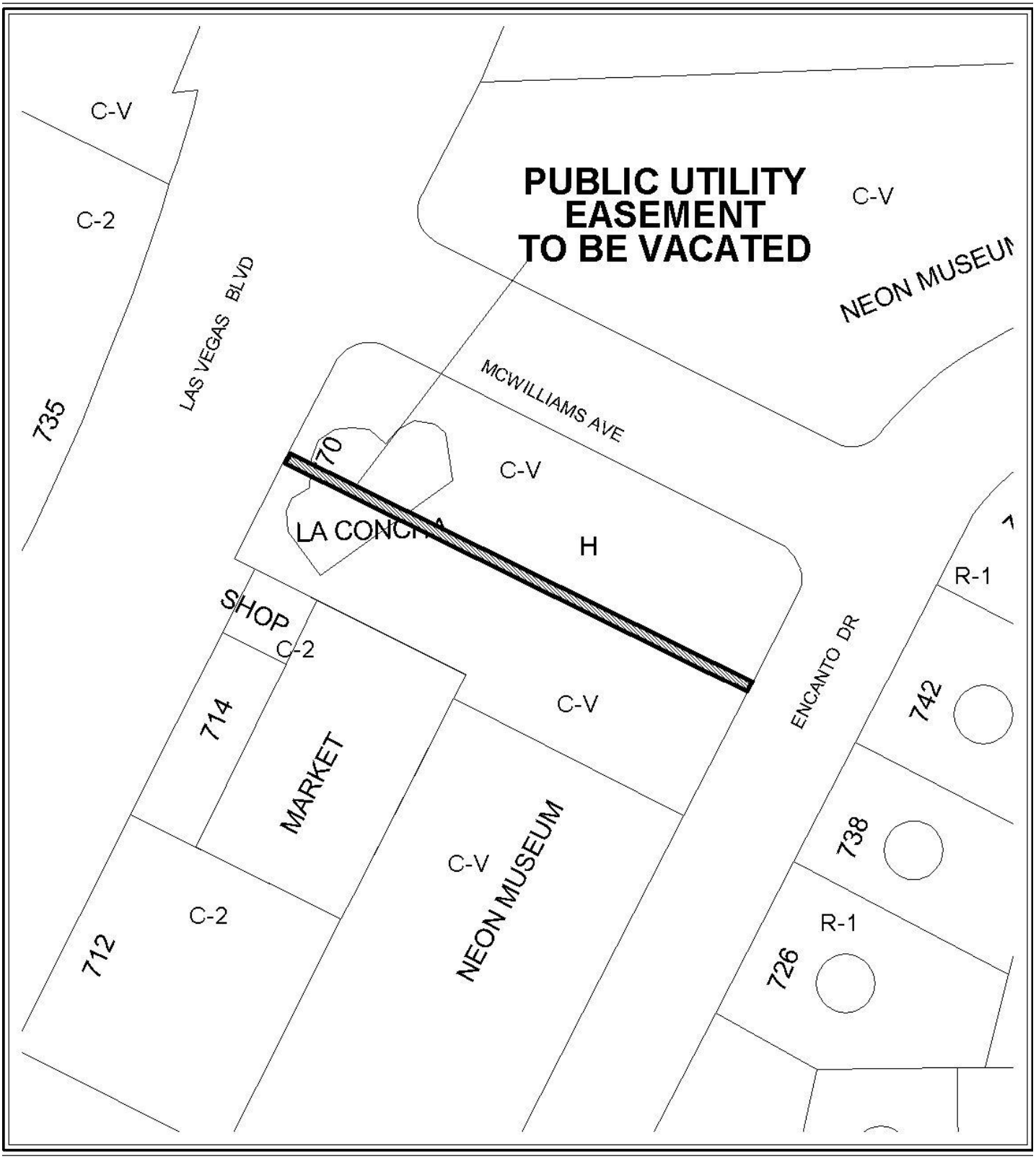
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAC-38583 - VACATION - PUBLIC HEARING - APPLICANT: NEON MUSEUM - OWNER: CITY OF LAS VEGAS - Petition to Vacate a five-foot wide, 220-foot long public utility easement between Las Vegas Boulevard and Encanto Drive, approximately 72 feet south of McWilliams Avenue, Ward 5 (Barlow). The Planning Commission (7-0 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 (7-0 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 July 29, 2010 Planning Commission Meeting Item VAC-38583



CASE: **VAC-38583**

0 50 100 Feet



CASE: **VAC-38583**

0 50 100 Feet

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: NEON MUSEUM - OWNER: CITY OF LAS VEGAS

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAC-38583	Staff recommends APPROVAL, subject to conditions:	N/A

**** CONDITIONS ****

VAC-38583 CONDITIONS

1. The limits of this Petition of Vacation shall be all of the City of Las Vegas' interest in a 5-foot wide 220-foot long Public Utility Easement generally located east of Las Vegas Boulevard between McWilliams Avenue and Wilson Avenue. This action will vacate only City of Las Vegas interests, and does not affect the interests any other public utility company may have.

2. Reserve a 20-foot Public Sewer Easement over the existing public sewer line crossing the proposed area of Vacation. Alternatively, provide appropriate documentation acceptable to the City Engineer of the intent to reserve the 20-foot portion over the existing public sewer line crossing the proposed area of Vacation prior to the issuance of any building permits.

3. All development shall be in conformance with code requirements and design standards of all City Departments.

4. The Order of Vacation shall not be recorded until all of the conditions of approval have been met provided, however, that conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way or easement being vacated must be retained.

5. If the Order of Vacation is not recorded within one (1) year after approval by the City of Las Vegas or an Extension of Time is not granted by the Planning Director, then approval will terminate and a new petition must be submitted. This condition should always be the last condition.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site, which is currently under construction for a proposed museum, is located at 770 North Las Vegas Boulevard. The request is to vacate an existing five-foot wide public utility easement, which runs through the proposed museum site between Las Vegas Boulevard and Encanto Drive. Staff can support the requested Vacation as the easement is unused in its current configuration and may be remapped in a different configuration.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/24/02	The Planning Commission approved a request for a Site Development Plan Review (SD-0049-02) for a proposed banner display adjacent to the east and west sides of Las Vegas Boulevard between Washington Avenue and Bell Drive. Staff recommended approval.
01/07/04	The City Council approved a Rezoning (ZON-3256) from C-2 (General Commercial) and R-3 (Medium Density Residential) to C-V (Civic) on 1.79 acres adjacent to the west side of Encanto Drive, north and south of McWilliams Avenue. The Planning Commission and staff recommended approval.
01/07/04	The City Council approved a Site Development Plan Review (SDR-3257) for a museum adjacent to the west side of Encanto Drive, north and south of McWilliams Avenue. The Planning Commission and staff recommended approval. The Site Development Plan Review application (SDR-3257) expired in January 2006, as no building permits were submitted.
02/21/07	The City Council approved a Rezoning (ZON-18755) from C-1 (Limited Commercial) to C-V (Civic) on 0.30 acres at 501 and 505 East McWilliams Avenue. Planning Commission and staff recommended approval.
02/21/07	The City Council approved a Site Development Plan Review (SDR-18751) for a 2,768 square-foot museum on 2.10 acres at 501 through 509 East McWilliams Avenue, 731 North 9th Street, and 770 North Las Vegas Boulevard. Planning Commission and staff recommended approval.
08/01/07	The City Council approved a request (DIR-22243) to designate the La Concha Motel Lobby as a Historic Property within the City of Las Vegas on 1.14 acres at 770 North Las Vegas Boulevard. Planning Commission and staff recommended approval.
06/25/09	The Planning Commission approved a request for a Variance (VAR-34515) to allow a proposed sign height of 37 feet where 12 feet is the maximum allowed at the northeast corner of Las Vegas Boulevard and McWilliams Avenue. Staff recommended approval.

02/17/10	The City Council approved a request for an Extension of Time (EOT-37123) of a previously approved Site Development Plan Review (SDR-18751) for a 2,768 square-foot museum at 770 North Las Vegas Boulevard. Staff recommended approval.
02/24/10	The Historic Preservation Commission approved a Certificate of Appropriateness (HPC-37397) for new construction at the La Concha building, Neon Museum, located 770 North Las Vegas Boulevard.
05/27/10	The Planning Commission approved a request for a Major Amendment of the Site Development Plan Review (SDR-37021) to an approved Site Development Plan Review (SDR-18751) for a 779 square-foot addition to a 2,768 square-foot museum and site modifications on 1.13 acres at 770 North Las Vegas Boulevard. The Planning and Development staff recommended approval
07/29/10	The Planning Commission voted (7-0) to recommend APPROVAL of VAC-38583 and voted (7-0) to APPROVE SDR-38563 (PC Agenda Items #21-22/rg)

Most Recent Change of Ownership	
03/29/96	A deed was recorded for a change in ownership at APN 139-27-805-005
03/29/96	A deed was recorded for a change in ownership at APN 139-27-805-045

Related Building Permits/Business Licenses	
09/29/00	An electrical permit (#18297) was issued for the property at 770 North Las Vegas Boulevard (a portion of the subject site).
11/08/07	A building permit (#94823) was issued for the reconstruction of the La Concha shell at 770 North Las Vegas Boulevard. The permit has not been finaled.
08/21/09	A building permit (#141824) was issued for a 14 foot CMU block wall and 16 foot CMU block/wrought iron wall at 770 North Las Vegas Boulevard. The permit has not been finaled.
08/21/09	A building permit (#141822) was issued for an 8 foot block wall at 770 North Las Vegas Boulevard. The permit has not been finaled.
08/21/09	A building permit (#141820) was issued for temporary chain link fencing at 770 North Las Vegas Boulevard. The permit has not been finaled.
01/28/10	A building permit (#141810) was issued for a trash enclosure at 810 North Las Vegas Boulevard. The permit has not been finaled.

01/28/10	A building permit (#141811) was issued for a public park at 810 North Las Vegas Boulevard. The permit has not been finaled.
01/28/10	A building permit (#141813) was issued for rough grading at 810 North Las Vegas Boulevard. The permit has not been finaled.
01/28/10	A building permit (#141825) was issued for a shade structure at 810 North Las Vegas Boulevard. The permit has not been finaled.
01/29/10	A building permit (#141878) for a monument sign was denied by Planning and Development as the sign is required to obtain approval from the Downtown Design Review Committee.
06/03/10	A building permit (#164387) was issued for an eight-foot vehicular access gate at 770 North Las Vegas Boulevard. The permit has not been finaled.

Pre-Application Meeting	
05/28/10	A pre-application meeting was held on the indicated date to discuss the submittal requirements for a Vacation and an associated Site Development Plan Review.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

06/24/10	Staff conducted a field check of the subject property and noted a commercial lot under construction for the proposed museum.

Details of Application Request	
Site Area	
Net Acres	1.13

Field Check			
Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Museum	PF (Public Facilities)	C-V (Civic)
North	City Park	PF (Public Facilities)	C-V (Civic)
South	Multi-Family Residential	MXU (Mixed-Use)	C-2 (General Commercial)
	General Retail		
East	Single Family Residential	MXU (Mixed-Use)	R-1 (Single Family Residential)
West	Undeveloped	MXU (Mixed-Use)	C-2 (General Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Downtown North Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
C-V (Civic) District	X		Y
A-O (Airport Overlay) District	X		Y
H (Historic Designation)	X		Y
Las Vegas Boulevard Scenic Byway Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

LEGAL DESCRIPTION OF PROPOSED VACATION

The above property is legally described as a five-foot (5') wide public utility easement approximately 220-foot long between Las Vegas Boulevard and Encanto Drive, approximately 72 feet south of McWilliams Avenue. Said property is lying within a portion of Lot 1, the north forty-nine feet (49') of Lot 2, Lot 15 and Lot 16 of Biltmore Addition Annex Number 3.

ANALYSIS

The five-foot wide public utility easement extends approximately 220 feet between Las Vegas Boulevard and Encanto Drive. The proposed vacation will allow for continuity throughout the project in conjunction with the proposed Neon Museum. Since the five-foot wide public utility easement is no longer being utilized in its intended form, staff recommends approval of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 16

NOTICES MAILED 1 (By City Clerk)

APPROVALS 0

PROTESTS 0

RG

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

COPY

Case Number: **VAC-38583** APN: 139-27-812-045, and 139-27-805-005

Name of Property Owner: City of Las Vegas

Name of Applicant: Neon Musuem

Name of Representative: Westar Architects

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: Robin Yoakum

Print Name: Robin Yoakum

Subscribed and sworn before me — Robin Yoakum —

This 15th day of June, 2010

Christina Strong

Notary Public in and for said County and State

CHRISTINA STRONG
Notary Public State of Nevada
No. 07-1185-1
My appt. exp. Jan. 4, 2011

PLANNING & DEVELOPMENT
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

COPY

Application/Petition For: Neon Museum

Project Address (Location) 770 Las Vegas Boulevard North

Project Name La Concha Rehabilitation **Proposed Use** Museum

Assessor's Parcel #(s) 139-27-812-045, and 139-27-805-005 **Ward #** 5

General Plan: existing C-V proposed C-V **Zoning:** existing C-V proposed C-V

Commercial Square Footage 3,373 **Floor Area Ratio** 6.9%

Gross Acres 1.19 **Lots/Units** Lot 12 **Density**

Additional Information

RECEIVED CITY CLERK 2010 JUN 18 A 11:02

PROPERTY OWNER City of Las Vegas **Contact**

Address 400 E. Stewart Avenue **Phone:** **Fax:**

City Las Vegas **State** Nevada **Zip** 89101

E-mail Address

APPLICANT Neon Museum **Contact** Dorothy Wright

Address 400 E Stewart Avenue **Phone:** **Fax:**

City Las Vegas **State** Nevada **Zip** 89101

E-mail Address dorothy0205@cox.net

REPRESENTATIVE Westar Architects **Contact** Pat Klenk

Address 701 Bridger Avenue, Suite 400 **Phone:** 702780000 **Fax:** (702) 878-8430

City Las Vegas **State** Nevada **Zip** 89101

E-mail Address pklenk@wagnarchitects.com

Property Owner Signature* Robin Yoakum

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Robin Yoakum

Subscribed and sworn before me – Robin Yoakum –

This 15th day of June, 20 10.

Christina Strong

Notary Public in and for said County and State

CHRISTINA STRONG
Notary Public State of Nevada
No. 07-1185-1
My appt. exp. Jan. 4, 2011

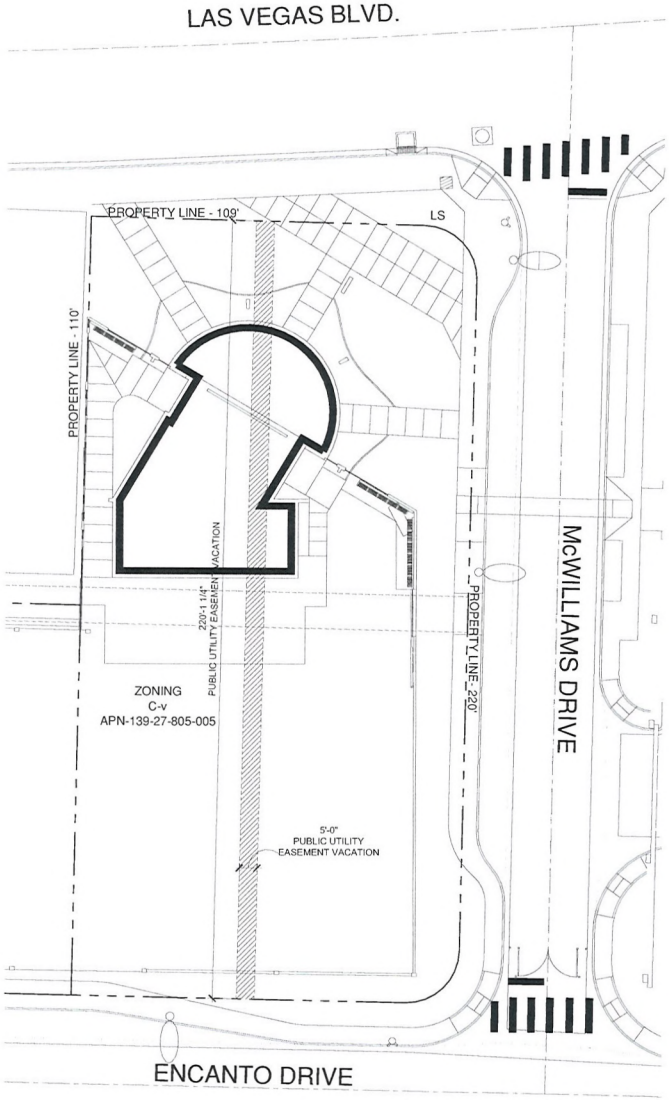
FOR DEPARTMENT USE ONLY

Case #	VAC-38583
Meeting Date:	7-21-10
Total Fee:	
Date Received:*	6-15-10
Received By:	F.S

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



Enlarged Site Plan - Public Utility Easement Vacation

SCALE: 1" = 20'-0"

THE neon MUSEUM Las Vegas

NEON MUSEUM VISITOR CENTER

0' 20' 40' 80'

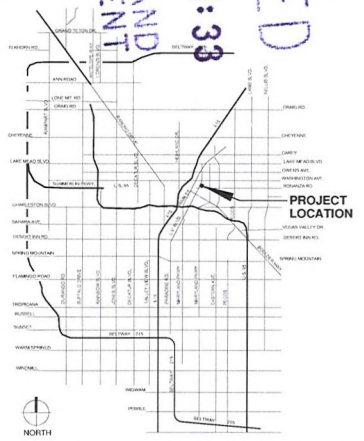
SCALE: 1" = 20'-0"

PUBLIC UTILITY EASMENT VACATION

6.9%
6.9%

RECEIVED
10 JUN 16 PM 1:33
PLANNING AND DEVELOPMENT

VICINITY MAP



SCHEMATIC DESIGN

WESTAR ARCHITECTS
WESTAR Architectural Group/Nevada, Inc.
ARCHITECTURE • PLANNING • INTERIOR DESIGN
701 BRIDGER AVENUE, SUITE 400 LAS VEGAS, NEVADA 89101
TELEPHONE: (702) 576.0000 FAX: (702) 878-8430
www.wagnarchitects.com

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DATE: JUNE 10, 2010 PROJECT NUMBER: 09049

PLAN NORTH TRUE NORTH

VAC-38583



VAC-38583 - APPLICANT: NEON MUSEUM - OWNER: CITY OF LAS VEGAS
770 LAS VEGAS BOULEVARD NORTH

06/24/10



VAC-38583 – APPLICANT: NEON MUSEUM – OWNER: CITY OF LAS VEGAS
770 LAS VEGAS BOULEVARD NORTH

06/24/10



VAC-38583 – APPLICANT: NEON MUSEUM – OWNER: CITY OF LAS VEGAS
770 LAS VEGAS BOULEVARD NORTH

06/24/10



VAC-38583 – APPLICANT: NEON MUSEUM – OWNER: CITY OF LAS VEGAS
770 LAS VEGAS BOULEVARD NORTH

06/24/10

WESTAR ARCHITECTS

LETTER OF JUSTIFICATION

LA CONCHA REHABILITATION/NEON MUSEUM VISITORS CENTER – MAJOR AMENDMENT SDR 38563, VAC 38583

We are Submitting a Major Amendment to the Site Plan (easement vacation VAC 38583), Floor Plan (square footage changed) and Landscape plan to the SDR-37021. We are requesting the entire Public Utility Easement (PUE) of 220 feet long and 5 feet wide, located on the property that runs from east to west parallel to Mc William Drive be vacated, we are also requesting a landscape waiver to the north Nine feet to Zero feet and to the west 22 feet to Zero feet. The Neon Museum is requesting a review of this proposed project at 770 North Las Vegas Boulevard, Las Vegas, Nevada, 89101, APN13927805005 and 13927812045 with it's most current development, to provide for a visitors center for the Neon Museum's Neon Boneyard. This museum is a display of the historically relevant neon signage that relates to the history and development of the city of Las Vegas as well as the remainder of the Las Vegas valley. There is an existing shell building of 1,096 square feet and a proposed addition of 2,451 square feet for a total of 3,547 square feet. This building will serve as a public information center, public entry, administrative offices, restroom facilities and access point for the Neon Museum's "Neon Museum".

This project will house the Neon Museum, visitor's center and the Neon Boneyard. Within the confines of the visitor's center there will be the entry area to the facility, the general public areas which will contain information about the historic signage, ticket area and a small retail area. The addition will house the Neon Museum's administrative offices and restroom facilities. This building is then attached to a large, open area for the display of the historically relevant signage. Within the open signage area will be the sign displays, a public gathering area and general open area.

The proposed project supports the City's growth and development of the Las Vegas Boulevard North corridor development. It promotes the development of the downtown area, drawing both the local population and out of town visitor to this area. It is an additional element to the cultural development in the area and contributes to the cultural options for the citizenry.

Sincerely,

Cesar Solorzano,

RECEIVED
JUL 13 2010
VAC-38583
SDR-38563
REVISED

701 Bridger Ave Suite 400 Las Vegas, Nevada 89101 Tel 702.878.0000 Fax 702.878.8436
nfo@wagnarchitects.com

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

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: ***VAC-38583 - APPLICANT: NEON MUSEUM - OWNER: CITY OF LAS VEGAS***

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***JULY 29, 2010*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney at (702) 385-7268***. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM *JULY 28, 2010*.

Robin Yoakum — Signature

7-26-10 — Date

Robin Yoakum — Please Print Name

City of Las Vegas — Company Name

Sincerely,

Steve Gebeke
Planning Supervisor
Case Planning Division

RECEIVED
JUN 2 0 2010

Submitted after final agenda
Date Item 21

City of Las Vegas Agenda Item No.: **75.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

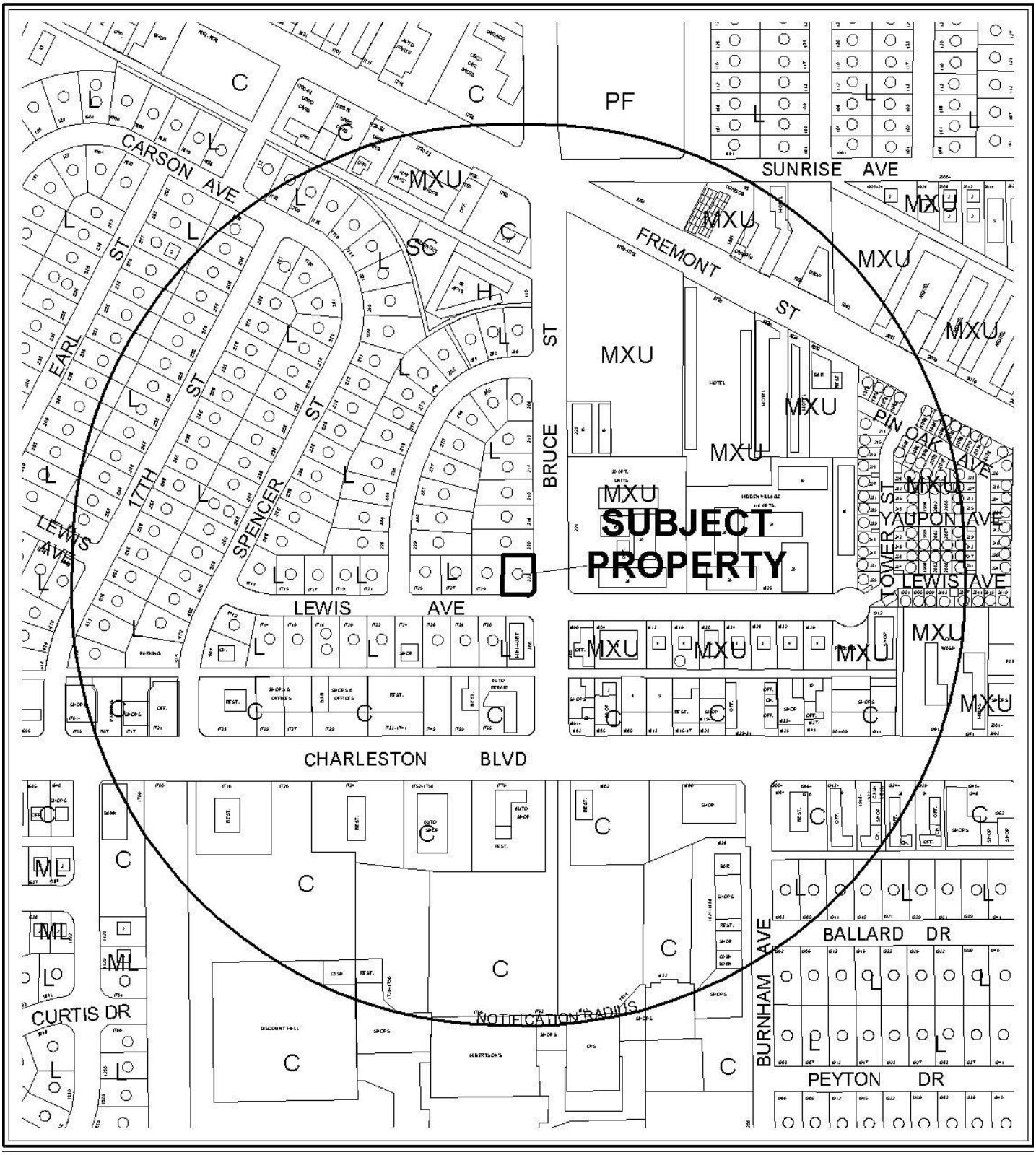
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-37567 – TABLED – RENOTIFICATION - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: JUDITH PENA - Request to Amend a portion of the Southeast Sector Plan of the General Plan FROM: L (LOW DENSITY RESIDENTIAL) TO: O (OFFICE) on 0.16 acres at 222 South Bruce Street (APN 139-35-413-100), Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**3**
City Council Meeting	**2**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report - GPA-37567, ZON-37568, VAR-37570, VAR-37976 and SDR-37569
3. Supporting Documentation
4. Photos - GPA-37567, ZON-37568, VAR-37570, VAR-37976 and SDR-37569
5. Justification Letter - GPA-37567, ZON-37568, VAR-37570, VAR-37976 and SDR-37569
6. Protest Postcard for GPA-37567, ZON-37568, VAR-37570 and VAR-37976
7. Backup referenced from the May 27, 2010 Planning Commission Meeting for GPA-37567, ZON-37568, VAR-37570, VAR-37976 and SDR-37569



0 300 600 Feet

CASE: **GPA-37567**

RADIUS: 1000 FT

GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
L (LOW DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
O (OFFICE)

N



0 300 600 Feet

CASE: **GPA-37567**

RADIUS: 1000 FT

GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
L (LOW DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
O (OFFICE)

N

City of Las Vegas

AGENDA MEMO

CITYCOUNCIL MEETING DATE: SEPTEMBER 1, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: JUDITH PENA

THESE ITEMS WERE TABLED AT THE JULY 7, 2010 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-37567	Staff recommends DENIAL.	
ZON-37568	Staff recommends DENIAL.	GPA-37567
VAR-37570	Staff recommends DENIAL, if approved subject to conditions:	GPA-37567 ZON-37568
VAR-37976	Staff recommends DENIAL, if approved subject to conditions:	GPA-37567 ZON-37568 VAR-37570
SDR-37569	Staff recommends DENIAL, if approved subject to conditions:	GPA-37567 ZON-37568 VAR-37570 VAR-37976

**** CONDITIONS ****

VAR-37570 CONDITIONS

Planning and Development

1. Approval of General Plan Amendment (GPA-37567) and Rezoning (ZON-37568), and approval of and conformance to the Conditions of Approval for Variance (VAR-37976) and Site Development Plan Review (SDR-37569) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a final inspection has been approved. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. 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.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

VAR-37976 CONDITIONS

Planning and Development

1. Approval of General Plan Amendment (GPA-37567) and Rezoning (ZON-37568), and approval of and conformance to the Conditions of Approval for Variance (VAR-37570) and Site Development Plan Review (SDR-37569) shall be required, if approved.

2. This approval shall be void one year from the date of final approval, unless a final inspection has been approved. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. 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.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SDR-37569 CONDITIONS

Planning and Development

1. Approval of General Plan Amendment (GPA-37567) and Rezoning (ZON-37568), and approval of and conformance to the Conditions of Approval for Variances (VAR-37570 and VAR-37976) shall be required, if approved.

2. 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.

3. All development shall be in conformance with the site plan and landscape plan date stamped 07/26/10, and building elevations date stamped 04/20/10, except as amended by conditions herein.

4. A Waiver from 19.12.040(A) is hereby approved, to allow a zero-foot landscape buffer along portions of the east perimeter where 15 feet is required, and a zero-foot landscape buffer along portions of the west perimeter where eight feet is required.

5. An Exception from Title 19.10.010(J) is hereby approved, to allow zero trees and parking lot planter islands where three trees and islands are required.

6. An Exception from Title 19.12.040(B) is hereby approved, to allow eight trees in perimeter buffers where 12 trees are required.

7. 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.

8. These Conditions of Approval shall be affixed to the cover sheet of the plan set submitted for building permit.

9. 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 include irrigation specifications.

10. 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.

11. 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).

12. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

13. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

14. 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.

15. 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.

16. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

17. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site.

18. Relocate the existing "pan" style driveway on Bruce Street to the north in accordance with the approved Site Plan.

19. 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.

** STAFF REPORT **

PROJECT DESCRIPTION

The site consists of an existing 1,890 square-foot single-family residence at 222 South Bruce Street. The applicant proposes to convert this site into a professional office. The front and side yards are paved with asphalt, and a seven-foot tall detached accessory structure is located in the rear yard. The site currently contains minimal landscaping, but several new trees are proposed to be added along the perimeter. Four parking spaces are proposed. Staff recommends denial for several reasons: the proposed commercial land use designation and zoning district required for the conversion are inappropriate and incompatible with surrounding existing land use and zoning designations; the property is not suited for commercial use and the property cannot meet parking or residential adjacency requirements. If denied, the site would remain a single-family residence.

ISSUES

- A General Plan Amendment (GPA-37567) to change the existing land use designation from L (Low Density Residential) to O (Office) on this site is required for approval of the proposed professional office.
- A Rezoning (ZON-37568) to change the existing zoning classification from R-1 (Single Family Residential) to P-R (Professional Office and Parking) on this site is required for approval of the proposed office.
- Variances from Title 19 are needed for approval of the proposed office to allow four parking spaces where seven are required (43% deviation from standards) and to allow a four-foot side yard setback where residential adjacency standards require a five-foot side yard setback (20% deviation).
- Previous Waivers of Title 19 landscape buffer requirements to allow zero-foot buffers along the north and south property lines are no longer needed, as the site and landscape plan have been revised to comply with Title 19.12. The waivers along the west and east perimeters are still required for approval.
- Professional offices are not common in this area, which is primarily residential.
- A patio in the rear yard was previously enclosed without a building permit.
- Driveways from Bruce Street and Lewis Avenue currently serve the site. A revised site and landscape plan indicates removal of the Lewis Avenue access, so that additional landscaping can be provided along the south property line.
- Prior to current ownership of the property there were numerous complaints and code enforcement actions regarding this site. All issues at present have been closed by Code Enforcement.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/01/95	The City Council denied a request to amend (GPA-0058-94) a portion of the Downtown Redevelopment Section of the General Plan from L (Low Density Residential) to SC (Service Commercial) on the subject property. The Planning Commission and staff recommended denial.
03/01/95	The City Council denied a request to Rezone (Z-0160-94) the subject property from R-1 (Single Family Residential) to C-1 (Limited Commercial). The Planning Commission and staff recommended denial.
11/16/00	The Planning Commission accepted the applicant's request to withdraw without prejudice a Special Use Permit (U-0180-00) for the proposed conversion of a 1,890 square-foot residence to a church on the subject property.
05/27/10	The Planning Commission (7-0 vote) recommended denial of companion items GPA-37567, ZON-37568, VAR-37570, VAR-37976 and SDR-37569 concurrently (PC Agenda Items 20-24/ss). Staff also recommended denial.
07/07/10	The City Council voted to TABLE companion items GPA-37567, ZON-37568, VAR-37570, VAR-37976 and SDR-37569 to allow the applicant to meet with staff to resolve issues with the site's design.

Most Recent Change of Ownership	
10/07/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c. 1952	The existing single-family dwelling was constructed.
07/27/98	A building permit was issued for a CLV-design patio cover at 222 South Bruce Avenue. A final inspection was completed on 12/16/98.

Pre-Application Meeting	
12/16/09	A pre-application meeting was held with the applicant, where the following points were discussed: • Requirements for submittal of a General Plan Amendment to change the General Plan from L to O, a Rezoning application to change the zoning from R-1 to P-R, a Site Development Plan Review to convert the house to an office use, and a Variance for parking; • The applicant's representative claimed that the property had been previously used as a church and that the front and side yards were paved; • A landscape plan will need to be submitted;

12/16/09	• A parking analysis would be required on the site plan; • The applicant requested zero-foot landscape buffers on all property lines where 15 feet is required on the east and south property lines and eight feet is required on the north and west property lines. • The justification letter needs to be revised to include the correct size of the lot (0.16 acres) and correct parcel number (139-35-413-100). • Traffic Engineering will not approve the parking layout as currently designed; Title 13 does not allow vehicles to back out of a driveway on a commercial lot.

Neighborhood Meeting	
03/23/10	A neighborhood meeting was held at 5:30 p.m. at the East Las Vegas Community Senior Center Conference Room, located at 250 North Eastern Avenue, Las Vegas. Two representatives of the applicant and one staff member attended. No members of the public attended.

Field Check	
03/15/10	A visit to the subject site was conducted, in which the following items were noted: • The site consists of a single-family dwelling; • The entire front and side yards are paved. The asphalt is cracked or damaged in some areas. There are no parking stripes painted on the asphalt; • There are curb cuts on both Bruce Street and Lewis Avenue; • There is a narrow landscape planter abutting the east side of the dwelling containing several shrubs, a palm and an evergreen tree in good condition.
04/22/10	During a second visit to the subject site, weeds were found growing in the landscape planter internal to the site and also in the existing asphalt located in the front yard.

Details of Application Request	
Site Area	
Net Acres	0.16

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Single Family Residential	L (Low Density Residential)	R-1 (Single Family Residential)
North	Single Family Residential	L (Low Density Residential)	R-1 (Single Family Residential)
South	Pet Shop	L (Low Density Residential)	P-R (Professional Office and Parking)
East	Multi-Family Residential (Apartments)	MXU (Mixed Use)	C-2 (General Commercial)
West	Single Family Residential	L (Low Density Residential)	R-1 (Single Family Residential)

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 (Pedestrian Path – constructed)	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08.050, the following standards apply to the proposed development:

Standard	*Required/Allowed (P-R)*	*Provided*	*Compliance*
Min. Lot Size	N/A	0.16 ac	N/A
Min. Lot Width	60 Feet	73 Feet	Y
Min. Setbacks			
• Front (Lewis Avenue)	20 feet	32 feet	Y
• Side	5 feet	4 feet	N
• Corner Side (Bruce Street)	15 feet	28 feet	Y
• Rear	15 feet	14 feet	Y

Max. Lot Coverage	50%	27%	Y
Max. Building Height	Lesser of 2 Stories/35 Feet	Single story / 9.33 feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Curbside pickup	By Condition
Mech. Equipment	Screened	Not indicated	By Condition

Pursuant to Title 19.08.060, the following Residential Adjacency Standards apply to the proposed development:

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	N/A	4 Feet	N/A
Adjacent development matching setback	5 Feet	4 Feet	N (20% deviation)
Trash Enclosure	50 Feet	Curbside pickup	By condition

Pursuant to Title 19.12, the following landscape standards apply to the proposed development:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	3 Trees	4 Trees	Y
• South	1 Tree / 30 Linear Feet	2 Trees	3 Trees	Y
• East	1 Tree / 20 Linear Feet	3 Trees	1 Trees	N
• West	1 Tree / 20 Linear Feet	4 Trees	0 Trees	N
TOTAL PERIMETER TREES		**12 Trees**	**8 Trees**	**N**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	3 Trees	0 Trees	N

LANDSCAPE BUFFER WIDTHS			
Min. Zone Width • North • South • East • West	 8 Feet 15 Feet 15 Feet 4-8 Feet	 8 Feet 15 Feet 0 Feet 0 Feet	 Y Y N N
Wall Height	6 to 8 Feet Adjacent to Residential	6 Feet	Y

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Office, Other Than Listed	1,890 sf	1:300 sf GFA	7		4		N
TOTAL SPACES REQUIRED			**7**		**4**		N
TOTAL (With Handicapped)			6	1	3	1	N
Percent Deviation			43%				

Waivers		
Requirement	***Request***	***Staff Recommendation***
Title 19.12.040(A): 15-foot landscape buffer on east perimeter	0 feet for a portion	Denial
Title 19.12.040(A): 8-foot landscape buffer on west perimeter	0 feet for a portion	Denial

Exceptions		
Requirement	***Request***	***Staff Recommendation***
Title 19.10.010(J): 3 trees in parking lot planter islands	0 trees	Denial
Title 19.12.040(B): 12 trees in perimeter buffers	8 trees	Denial

ANALYSIS

The subject site is located in a neighborhood north of Charleston Boulevard and west of Bruce Street that dates back to 1942, and was at that time exclusively residential. Over time, the properties along Charleston, a 100-foot wide Primary Arterial, were appropriately converted to uses of a limited commercial nature. With a few exceptions, the parcels north of the properties facing Charleston remain residential properties. The proposed conversion of a residential dwelling to a professional office is out of character with what is still a predominantly residential neighborhood, and therefore it is recommended that the accompanying General Plan Amendment and Rezoning requests be denied. There are no indications at this time that this property would be appropriate to convert to a commercial use.

The building is to be converted from a single-family residence to professional office use. The anticipated business hours will be from 8:00 a.m. to 5:00 p.m. Monday through Friday. The existing front and corner side yards are completely paved with asphalt. Driveways from Bruce Street and Lewis Avenue currently serve the site. The site plan has been revised to remove the driveway from Lewis Avenue and to provide the required 15-foot landscape buffer. The existing driveway from Bruce Street is proposed to be shifted to the north to prevent vehicles from backing out into the right-of-way and to minimize other conflicts when entering and exiting a parking space.

As the site is proposed, only four parking spaces can be accommodated where seven spaces are required, based on the size of the main structure. This circumstance illustrates how this site, which is less than 7,000 square feet in area, is inappropriate for a conversion to a commercial property and justifies the recommendation for denial of the related variance (VAR-37570).

As the site is configured, the side yard is adjacent to existing single-family residential property, which is protected from commercial uses by both a 3:1 setback-to-height slope limitation and a matching setback limitation. The proposed office meets the 3:1 slope requirement, as Title 19 allows buildings to be located at the required setback if they are less than or equal to 15 feet in height. Title 19 also allows the current setbacks to remain after conversion to commercial property, as the existing building was approved with these setbacks and the footprint has not expanded beyond those setbacks. However, Title 19.08.060 also requires the commercial building to be set back at least as far from the common property line as is required for the protected single-family property. In this case, the proposed office is set back approximately four feet where a five-foot setback is required. Again, the deviation from code illustrates the incompatibility of the site for conversion to a commercial use and staff therefore recommends denial of this variance (VAR-37976).

In addition to the parking, the site as proposed cannot accommodate the required amount of landscaping and landscape buffer width, due to the parking and circulation layout and the size of the main structure. The revised site and landscape plan indicate buffers along the north and south property lines that comply with Title 19.12 requirements. However, waivers are still required along the west and east property lines, where the full buffer width cannot be provided. The waivers associated with the landscaping layout are not acceptable and denial is recommended. The additional landscaping proposed by the revised plan will reduce some of the existing asphalt paving in the front and side yards; however, the area south of the building and adjacent to Lewis Street is proposed to remain asphalted, and no landscaping or other amenity is proposed.

The current site contains a seven-foot tall, 120 square-foot detached accessory structure that does not have a building permit associated with it. The plans indicate that this structure will be removed when the main structure becomes an office. Part of the main structure, however, was added when the rear patio was enclosed, and there is no building permit associated with this construction. A condition of approval will require all necessary building permits to be obtained and final inspections to be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

FINDINGS (GPA-37567)

Section 19.18.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The intensity of the proposed O (Office) General Plan designation is not compatible with existing lower-intensity L (Low Density Residential) designations to the north, south and west of the subject property.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The proposed O (Office) designation, if approved, would allow rezoning to a P-R (Professional Office and Parking) or O (Office) zoning district. These districts are not compatible with the existing R-1 (Single Family Residential) zoning districts and single-family residential uses that occupy the surrounding lots.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

Adequate transportation and utility facilities are existing in the area that would accommodate the commercial uses allowed by the proposed O (Office) land use designation.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   One of the stated goals of the Las Vegas Redevelopment Area is "to eliminate and prevent the spread of blight and deterioration and the conservation, rehabilitation and redevelopment of the Redevelopment Area in accord with the Master Plan, the Redevelopment Plan and local codes and ordinances." Amendment of the General Plan to allow commercial uses on this site could potentially increase the spread of blight into an existing single family residential neighborhood, as it may encourage other owners of properties along Bruce Street to convert to commercial uses, thereby inviting additional traffic, noise and criminal activity to this area. Rehabilitation of the property would require numerous variances and waivers from local codes. Allowance of incompatible uses and structures in the Redevelopment Area is not permitted by the Redevelopment Plan (IV.F.8).

FINDINGS (ZON-37568)

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   With approval of the associated General Plan Amendment to O (Office), the proposed rezoning to the P-R (Professional Office and Parking) District will conform to the General Plan for this site.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The proposed office use and other uses allowed by the P-R (Professional Office and Parking) District will not be compatible with existing residential uses in all four directions from the subject site and the residential zoning districts located to the north, south and west of the subject site.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   Although Bruce Street is an 80-foot Secondary Collector, there has been no trend of commercial growth along Bruce Street between Charleston Boulevard and Fremont Street that would indicate the need for rezoning of parcels along that street. There has not been an increase in traffic on Bruce Street. The existing C-2 (General Commercial) properties on the east side of Bruce contain residential uses.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   Access to the site is provided by Bruce Street, an 80-foot right-of-way. Since most traffic to the site will be accessing the property from Bruce Street, these facilities will be adequate to meet the requirements of the proposed P-R (Professional Office and Parking) District.

FINDINGS (VAR-37570)

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070(L) states:

"Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing to convert a single-family residence to an office when the site cannot support the required number of parking spaces for this use. Rehabilitation of the site for residential purposes would allow for conformance with Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (VAR-37976)

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing to convert this site from a residential use to a commercial use when the existing building is closer to protected property than code allows. Rehabilitation of the site for residential purposes would allow conformance with Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (SDR-37569)

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 professional office development is not compatible with adjacent single family residential development. The encroachment of commercial uses in a predominantly residential area is strongly discouraged, and there has been no indication that this site is no longer valuable containing a single-family residential dwelling.

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;**

   As the intended use of the subject property is changing, the proposed development requires a General Plan Amendment to change the existing land use designation from L (Low Density Residential) to O (Office), which is not supported. Policy 2.2.1 of the Las Vegas 2020 Master Plan calls for adequate design, transition or buffering elements to mitigate the effects of redevelopment on lower density residential development. Waivers are needed from perimeter landscape requirements on two sides of the development, an exception from parking lot landscaping requirements is required, and variances for parking and residential adjacency are needed to allow the project to proceed. The waiver requests reduce or eliminate the intended purpose of the required buffers and do not allow for an adequate transition from commercial to low density residential development.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Access to the site is provided by Bruce Street, an 80-foot right-of-way. The existing driveway from Bruce Street is proposed to be shifted to the north to prevent vehicles from backing out into the right-of-way and to minimize other conflicts when entering and exiting a parking space. Traffic to this site is expected to be minimal and should not negatively impact neighborhood traffic.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Building and landscaping materials are to remain as they are at present, with the exception of additional 24-inch box California Pepper trees along the south, north and east perimeter of the property. These materials are acceptable for the 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 elevations and features are compatible with other single-family residential dwellings in the area. No changes are proposed to the exterior, other than paint color, which is proposed to switch to an earthen palette.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The conversion of the existing residence to a professional office will require all necessary permits and inspections in order to protect the public's health, safety and general welfare.

PLANNING COMMISSION ACTION
There was one speaker in opposition at the Planning Commission hearing.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 31

NOTICES MAILED 189 (By Planning)

APPROVALS 3

PROTESTS 4

CONCERNS 1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-37567** APN: 139-35-413-100

Name of Property Owner: JUDITH PEÑA

Name of Applicant: JUDITH PEÑA

Name of Representative: KME ARCHITECTS

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: JUDITH Peña

Subscribed and sworn before me

This 3rd day of MARCH, 2010

ROSSANA B. GOMEZ

Notary Public in and for said County and State

ROSSANA B. GOMEZ
Notary Public, State of Nevada
Appointment No. 09-11658-1
My Appt. Expires Aug. 18, 2013

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Judith Pena

Project Address (Location) 222 South Bruce Street

Project Name Pena Tenant Improvement **Proposed Use** Business

Assessor's Parcel #(s) 139-35-413-100 **Ward #** 3

General Plan: existing 1750 proposed _____ **Zoning:** existing R-1 proposed P-R

Commercial Square Footage _____ **Floor Area Ratio** 1:4

Gross Acres 0.16 **Lots/Units** _____ **Density** _____

Additional Information Structure is Existing. In an effort to create new jobs we are requesting a rezoning of the existing R-1 to P-R

PROPERTY OWNER Judith Pena **Contact** Kelvin Haywood

Address 222 South Bruce Street **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address kelvin@kmearchitects.com

APPLICANT Judith Pena **Contact** Kelvin Haywood

Address 222 South Bruce Street **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address _____

REPRESENTATIVE KME Architects LLC **Contact** Kelvin Haywood

Address 231 West Charleston Blvd **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address kelvin@kmearchitects.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name JUDITH PENA

Subscribed and sworn before me

This 3rd day of March, 20 10.

Rossana B Gomez

Notary Public in and for said County and State

ROSSANA B. GOMEZ
Notary Public, State of Nevada
Appointment No. 09-11658-1
My Appt. Expires Aug. 18, 2013

FOR DEPARTMENT USE ONLY

Case #	GPA-57567
Meeting Date:	4/22/10
Total Fee:	$2,000
Date Received:*	3/4/10
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.

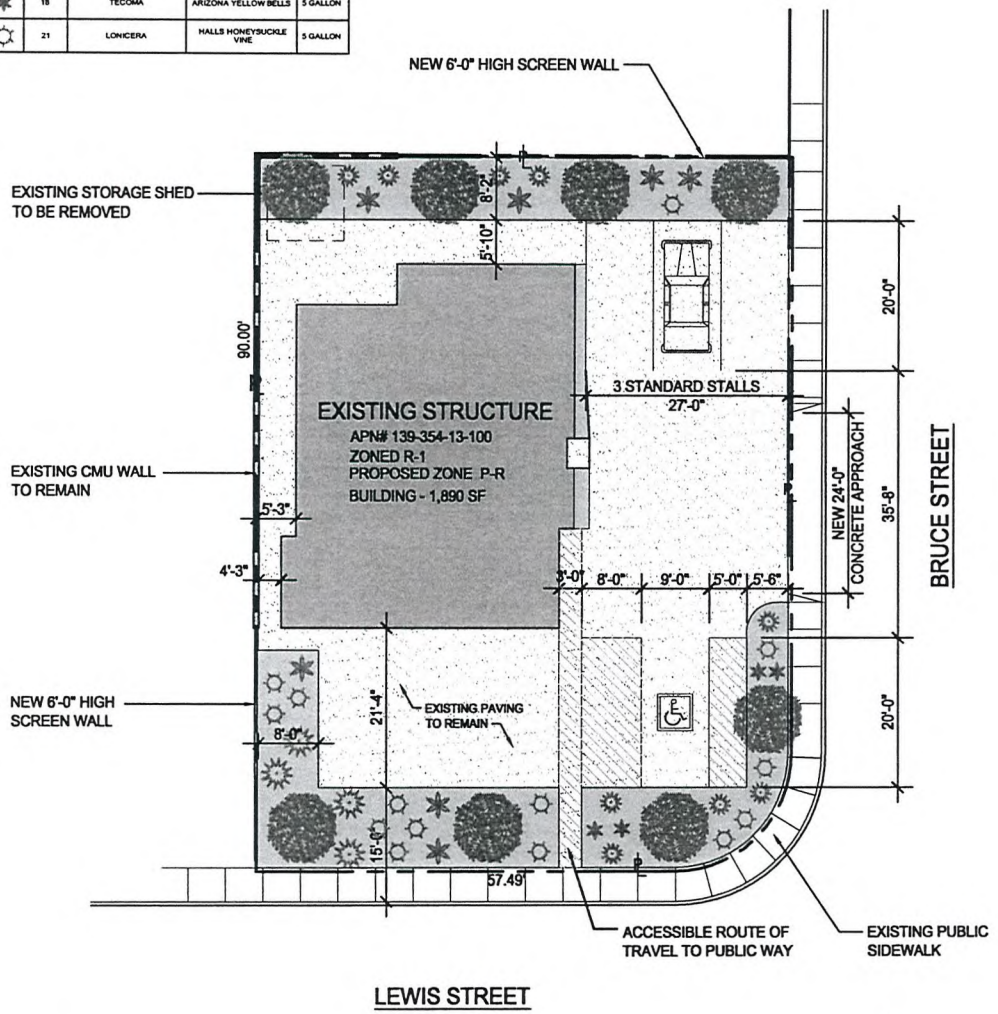
PLANTING LEGEND

TREE

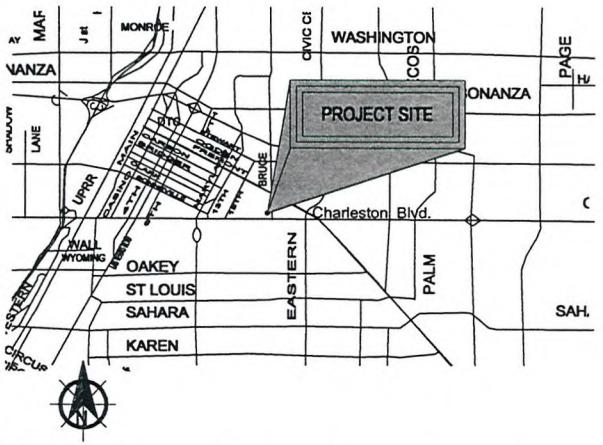
	ITEM	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE
A		8	SCHINUS MOLLE	CALIFORNIA PEPPER	24" BOX

SHRUBS

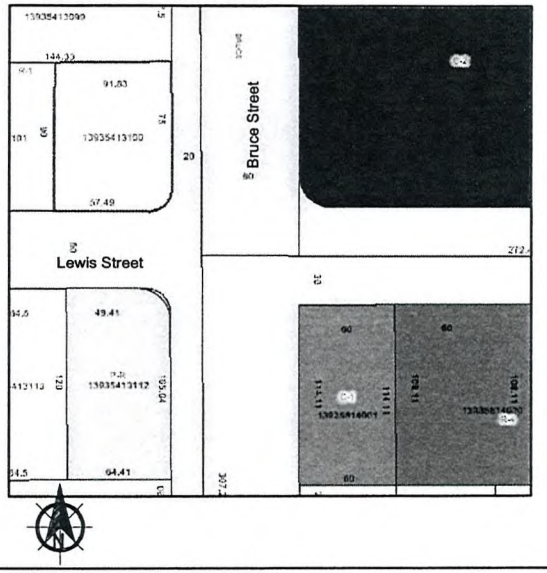
	ITEM	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE
1		19	MUHLENGERGIA RIGENS	DEER GRASS	5 GALLON
2		18	TECOMA	ARIZONA YELLOW BELLS	5 GALLON
3		21	LONICERA	HALLS HONEYSUCKLE VINE	5 GALLON



1 AS1.00 SITE / LANDSCAPE PLAN
SCALE:1/16"=1'-0"



Location Map



Zoning Map

PARKING CALCULATION
PER TITLE 19.04 & (TABLE 19.10)

OCCUPANCY CLASSIFICATION: B - BUSINESS

EXISTING BUILDING (ADDRESS)	CALCULATION RATIO	SQUARE FOOTAGE	PARKING REQUIRED
222 SOUTH BRUCE STREET	1/300	1,890 S.F.	7

TOTAL ONSITE PARKING SPACES PROVIDED: 4
TOTAL PARKING SPACES PROVIDED: 4

HANDICAP PARKING SPACES REQUIRED: 1
HANDICAP PARKING SPACES PROVIDED: 1

SITE PLAN NOTES

1. ALL SLOPES IN THE DIRECTION OF TRAVEL SHALL NOT EXCEED 5%, WITH CROSS SLOPES TO NOT EXCEED 2%.
2. ACCESSIBLE PARKING SPACES, ACCESS AISLES, AND PASSENGER LOADING ZONES SHALL HAVE SURFACE SLOPES NOT STEEPER THAN 2% IN ALL DIRECTIONS.

GPA-37567 ZON-37568
VAR-37570 VAR-37976
SDR-37569 REVISED

RECEIVED
JUL 26 2010

kme architects
231 west charleston boulevard
suite one fourty
las vegas, NV 89102
office: 702.868.2088
fax: 702.868.2089
web: www.kmearchitects.com

© KME Architects LLC, 2008

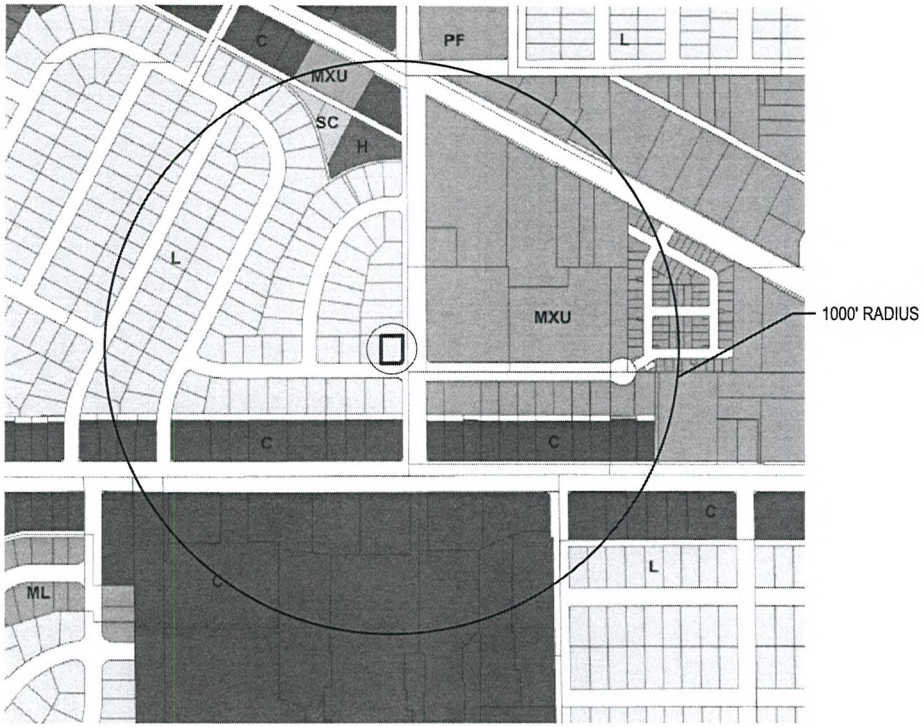
PROJECT: PENA DEVELOPMENT
222 S. BRUCE STREET
LAS VEGAS, NV 89101

SHEET TITLE: VICINITY MAP, REFERENCE SITE PLAN,LANDSCAPE, INDEX AND ANALYSIS

REVISIONS	DATE

DRAWN: KDH
DATE: 07-21-2010
JOB NO: 2009-033
SCALE: AS INDICATED

SHEET AS1.00



1 AG1.00 GPA LOCATION MAP
SCALE:1:200

kme architects
231 west charleston boulevard
suite one fourty
las Vegas, NV 89102
office: 702.888.2066
fax: 702.888.2069
web: www.kmearchitects.com

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PROJECT:
PENA DEVELOPMENT
222 S. BRUCE STREET
LAS VEGAS, NV 89101

SHEET TITLE:
GPA LOCATION MAP

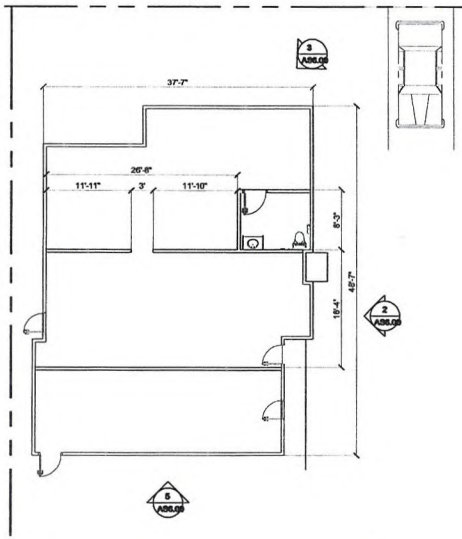
REVISIONS	DATE

DRAWN: KDH
DATE: 04-19-2010
JOB NO: 2009-033
SCALE: AS INDICATED

SHEET
AG1.00

RECEIVED
MAY 11 2010

GPA-37567



1 AS6.00 **FLOOR PLAN** SCALE:1/16"=1'-0"



2 AS1.00 **EAST ELEVATION** SCALE: NTS



4 AS1.00 **PARTIAL WEST ELEVATION** SCALE: NTS

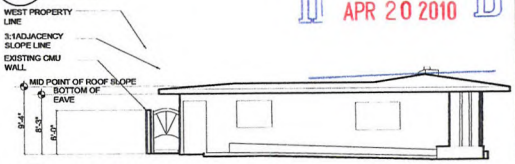


SHED HEIGHT 7'-4"

3 AS1.00 **PARTIAL NORTH ELEVATION** SCALE: NTS



5 AS1.00 **SOUTH ELEVATION** SCALE: NTS



6 AS6.00 **ELEVATION** SCALE:1/16"=1'-0"

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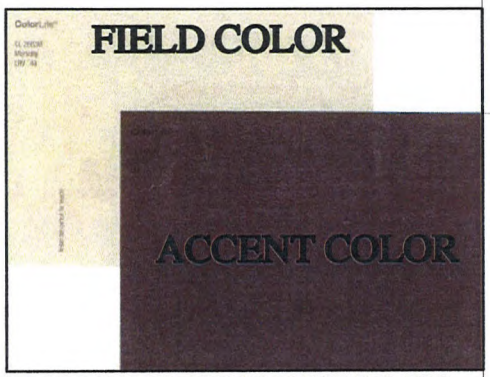

PROPOSED EXTERIOR PAINT COLORS

kme ARCHITECTS
231 west charleston boulevard
suite one fourty
las Vegas, NV 89102
office: 702.888.2088
fax: 702.888.2089
web: www.kmearchitects.com

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PROJECT: **PENA DEVELOPMENT**
222 S. BRUCE STREET
LAS VEGAS, NV 89101

SHEET TITLE: SITE PLAN AND SITE ELEVATIONS

REVISIONS	DATE

DRAWN: KDH
DATE: 04-19-2010
JOB NO: 2009-033
SCALE: AS INDICATED

SHEET AS6.00

GPA-37567 ZON-37568
VAR-37570 VAR-37976
SDR-37569 REVISED



GPA-37567, ZON-37568, VAR-37570, VAR-37976 & SDR-37569 – APPLICANT/OWNER: JUDITH PENA
222 SOUTH BRUCE STREET

03/18/10



GPA-37567, ZON-37568, VAR-37570, VAR-37976 & SDR-37569 – APPLICANT/OWNER: JUDITH PENA
222 SOUTH BRUCE STREET

03/18/10



GPA-37567, ZON-37568, VAR-37570, VAR-37976 & SDR-37569 – APPLICANT/OWNER: JUDITH PENA
222 SOUTH BRUCE STREET

03/18/10

kme ARCHITECTS

March 22, 2010

Planning and Development Department
731 South 4th Street
Las Vegas Nevada 89101

Attn: Planning & Development Department

Re: Pena Office Conversion, GPA-37567 (APN 139-35-413-100)

Justification Letter

Kelvin Haywood
President

Melvin Green
Principal

Emanuele Arguelles
Principal

Dear Planning Department,

KME Architects, LLC, on behalf of our client Judith Pena, is pleased to submit this request to rezone the existing property (APN # 139.35.413.100) from its current use of *Single Family Residence District (R-1)* to *Professional Offices and Parking (P-R)*. We additionally request a 0'-0" feet waiver for Landscape on the South and East side of the property where 15'-0" is required and a waiver for all landscape requirements due to the lot constraints. Making the site smaller would create an undue hardship on the applicant due to the existing conditions.

Mrs. Pena, a long time residence of Las Vegas, intends to improve the existing 1,890 SF home into a small tax business and/or an attorney's office. These offices will have normal office hours of 8am – 5pm Monday through Friday. Secondly, there will be no excessive amount of paper or other material that would cause the site to need a larger trash receptacle. The owner is in the process of obtaining a letter from Republic Service that will state normal residential service will continue for this address. Lastly, the majority of the clients will be by appointment so as not to cause any additional need for parking along the street. The previous use for this existing house was a church / place of worship and the parking lot was previously paved to provide for parking spaces.

The surrounding properties are General Commercial District (C-2) on the NE side, Limited Commercial District (C-1)/Apartment Residence District (R-4) at the SE Corner, and Professional Offices and Parking (P-R) on the SW Corner. The rezoning of parcel 139.35.413.100 will fit in with the existing zoning layout without causing any additional stress or traffic to the neighborhood. Lastly we request a waiver of Landscape conditions as the site is .16 acres (6,969sf) which is approximately 73% lot coverage.

If you have any questions or comments regarding this matter, please feel free to contact our office.

Sincerely Yours,

Kelvin Haywood
President

GPA-37567 ZON-37568
VAR-37570 SDR-37569

RECEIVED
MAR 24 2010

231 west charleston boulevard suite one forty, las vegas Nevada 89102 □ office. 702.888.2088 | fax. 702.888.2089 □ website: www.kmearchitects.com

kme ARCHITECTS

July 26, 2010

Planning and Development Department
731 South 4th Street
Las Vegas Nevada 89101

Attn: Planning & Development Department

Justification Letter

Kelvin Haywood
President

Melvin Green
Principal

Emanuele Arguelles
Principal

Dear Planning Department,

KME Architects, LLC, on behalf of our client Judith Pena, we request a variance for the existing set back requirements where 5'-0" is required. A portion of the existing building is 4'-3" from the existing property line as shown in the attached drawing.

We also request a variance for the parking and landscape requirements. The proposed plan shows 4 on-site parking spaces in which 7 are required by code. The function of the proposed attorney or accountant's office which this building will be used for only requires 4 spaces. We are anticipating that any additional parking can be utilized by street parking provided on Lewis Street.

We are requesting a rezone the existing property (APN # 139.35.413.100) from its current use of *Single Family Residence District (R-1)* to *Professional Offices and Parking (P-R).*

If you have any questions or comments regarding this matter, please feel free to contact our office.

Sincerely Yours,

Emanuele Arguelles
Principal

RECEIVED
JUL 26 2010
GPA-37567 ZON-37568
VAR-37570 VAR-37976
SDR-37569 REVISED

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

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JUN 24 2010
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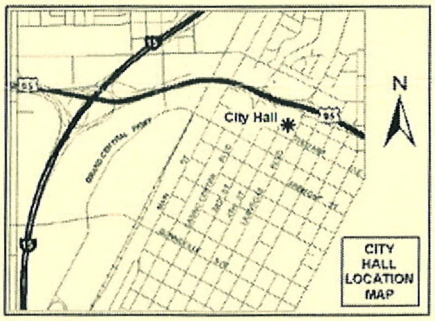
Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37567, ZON-37568, VAR-37570 & VAR-37976
City Council Meeting of 7/7/2010

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CITY CLERK
2010 JUL -1 A 11:53

HENDERSON HARRIETT L & RITA L
2034 COVINGTON AVE
SIMI VALLEY CA 93065-5605

Submitted after final agenda APN#13935413104

Date 7/1/10 Item 85-88

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

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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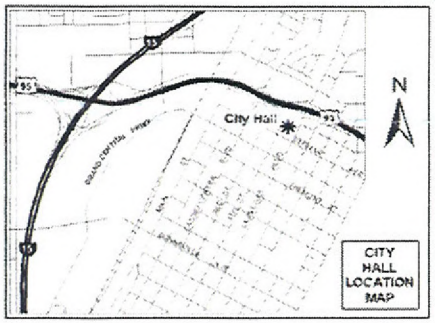

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37567 & ZON-37568
Planning Commission Meeting of 4/22/2010

Case: GPA-37567

13935413122
GUZMAN RAFAELA
P O BOX 19601
JEAN NV 89019-9601

APR 14 2010

Submitted after final agenda
Date 4/14/10
Item 21-22
P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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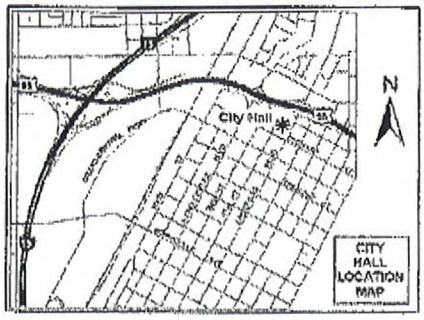

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37567 & ZON-37568

Planning Commission Meeting of 4/22/2010

Case: GPA-37567

13935413104
HENDERSON HARRIETT L & RITA L
2034 COVINGTON AVE
SIMI VALLEY CA 93065-5605

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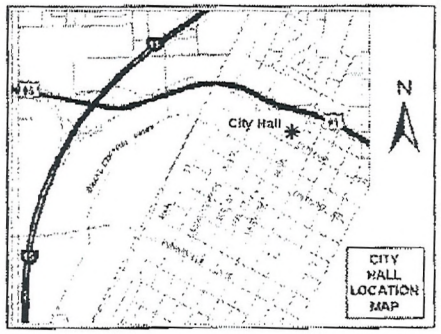
APR 16 2010

Submitted after final agenda
Date 4/16/10 Item 21-22 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37567 & ZON-37568

Planning Commission Meeting of 4/22/2010

Don Cole 496-2612

Case: GPA-37567

13935413130
COLE DON
248 SPENCER ST #1
LAS VEGAS NV 89101-5268

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APR 11 2010

A 4/22

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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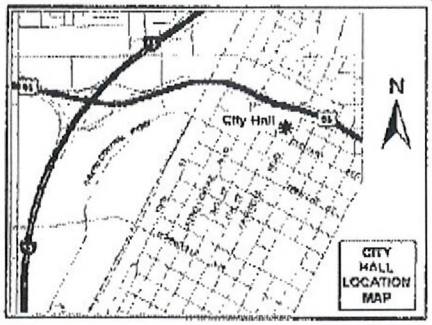

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37567 & ZON-37568

Planning Commission Meeting of 4/22/2010

Case: GPA-37567

13935413138
LASTCO L L C
%S & L WEINSTOCK
10139 BONHAM CT
LAS VEGAS NV 89148-7606

Submitted after final agenda
Date 4/16/10 Item 21.22 A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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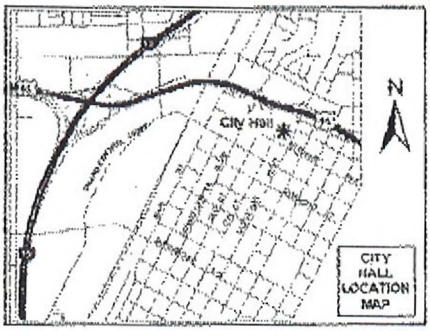
Official Notice of Public Hearing



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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-37567 & ZON-37568
Planning Commission Meeting of 4/22/2010

Case: GPA-37567
13935803013
WESTERFIELD-WOODBURY L L C
1930 VILLAGE CENTER CTR #3-938
LAS VEGAS NV 89134-6299

RECEIVED
APR 16 2010

Submitted after final agenda
Date 4/16/10 Item 21-22 A

Boulder Dam Homesite Addition Association & Residential Park Inc

1909 East Mesquite Avenue Las Vegas, Nevada 89101-3309
Donald Fondriasopolous / President

RECEIVED
MAR 19 2010

Att: Kelvin Haywood:

Re: property ar 222 Bruce where applications filed incl; SDR-37569 - GPA-37567

It is our understanding this property was an illegal conversion to a duplex for residential purposes which caused excessive occupancy and behavioral patterns, neighborhood disturbances, illegal activities and eventually a 2008 property foreclosure.

The current applications indicate an effort to upgrade the property for professional purposes only and thereby improving the neighborhood . It is our understanding that the request for a reduction in parking spaces from six to four spaces allows the developer/applicant to perform a lesser amount of landscaping. It would appear that these renovations would greatly improve this property from it's present condition. We would ask and encourage the applicant to select a suitable exterior paint job that blends in with the existing neighborhood surroundings and not look like a property in downtown Havana, Cuba or Tijuana, Mexico.

At this time we see no further involvement or attendance required by this organization in regards to this property mentioned or it's applicants.

Sincerely,
Donald Fondriasopolous/President-Resident Agent.
dedward@ttlv.net

cc/ Robert Levrant - City Planning & Neighborhood Services
Robert Taylor - Block Captain 1701 E Cedar Avenue
Carlo Poliak - U.S.Senator Candidate

GPA-37567
ZON-37568
VAR-37570
SDR-37569

City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

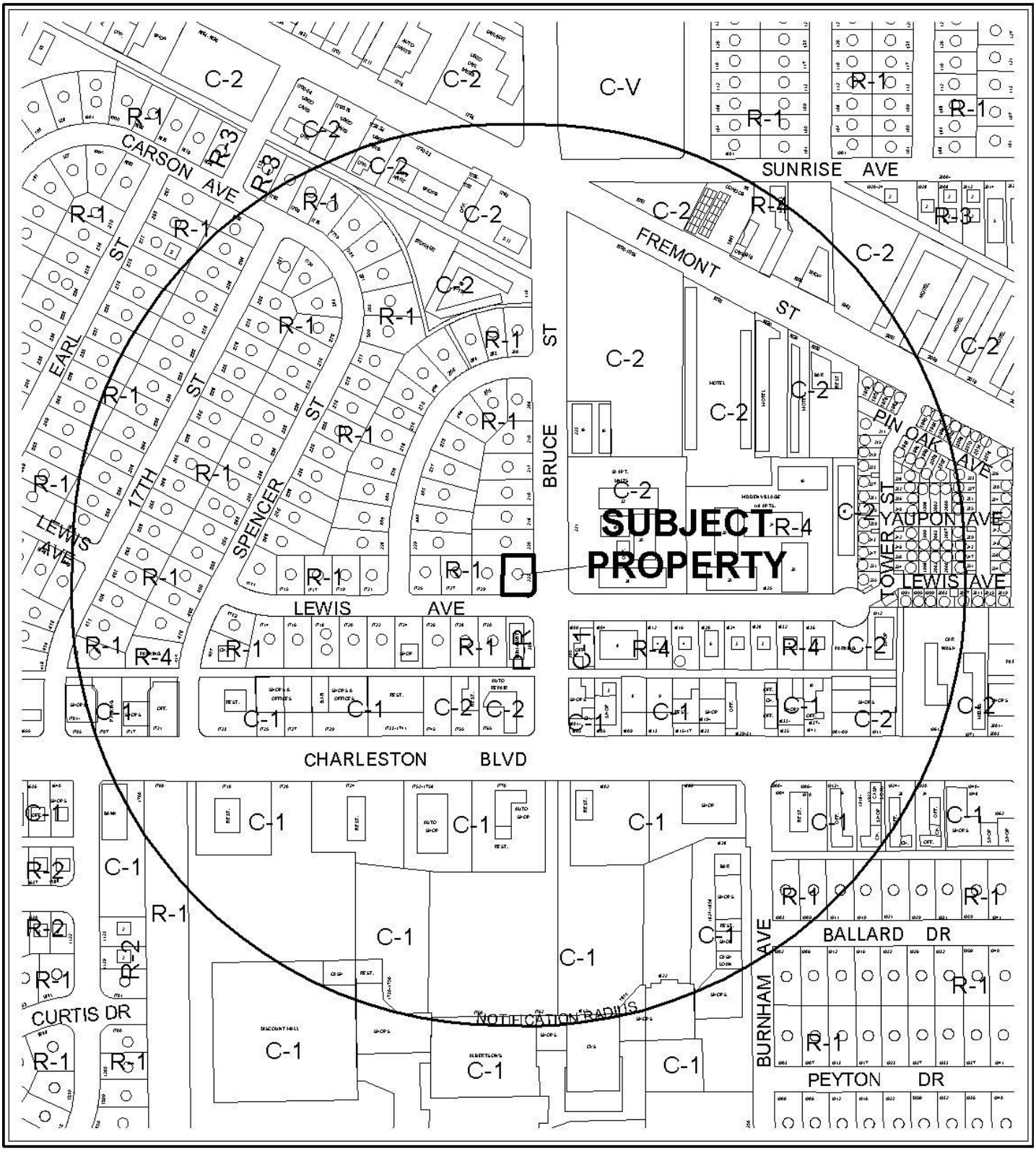
SUBJECT:
ZON-37568 – TABLED – RENOTIFICATION - REZONING RELATED TO GPA-37567 - PUBLIC HEARING - APPLICANT/OWNER: JUDITH PENA - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.16 acres at 222 South Bruce Street (APN 139-35-413-100), Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**3**
City Council Meeting	**2**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps - ZON-37568, VAR-37570, VAR-37976 and SDR-37569
3. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



CASE: **ZON-37568;VAR-37570;VAR-37976 AND SDR-37569**

0 300 600 Feet

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:
P-R (PROFESSIONAL OFFICE AND PARKING)

N



CASE: **ZON-37568;VAR-37570;VAR-37976 AND SDR-37569**

0 300 600 Feet

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:
P-R (PROFESSIONAL OFFICE AND PARKING)

N

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-37568** APN: 139-35-413-100

Name of Property Owner: JUDITH PENA

Name of Applicant: JUDITH PENA

Name of Representative: KME ARCHITECTS

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: JUDITH PENA

Subscribed and sworn before me

This 3rd day of MARCH, 20 10

ROSSANA B. GOMEZ

Notary Public in and for said County and State

ROSSANA B. GOMEZ
Notary Public, State of Nevada
Appointment No. 09-11658-1
My Appt. Expires Aug. 18, 2013

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Judith Pena

Project Address (Location) 222 South Bruce Street

Project Name Pena Tenant Improvement **Proposed Use** Business

Assessor's Parcel #(s) 139-35-413-100 **Ward #** 3

General Plan: existing 1750 proposed _____ **Zoning:** existing R-1 proposed P-R

Commercial Square Footage _____ **Floor Area Ratio** 1:4

Gross Acres 0.16 **Lots/Units** _____ **Density** _____

Additional Information Structure is Existing. In an effort to create new jobs we are requesting a rezoning of the existing R-1 to P-R

PROPERTY OWNER Judith Pena **Contact** Kelvin Haywood

Address 222 South Bruce Street **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address kelvin@kmearchitects.com

APPLICANT Judith Pena **Contact** Kelvin Haywood

Address 222 South Bruce Street **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address _____

REPRESENTATIVE KME Architects LLC **Contact** Kelvin Haywood

Address 231 West Charleston Blvd **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address kelvin@kmearchitects.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name JUDITH PENA

Subscribed and sworn before me

This 3rd day of MARCH, 20 10.

ROSSANA B GOMEZ

Notary Public in and for said County and State

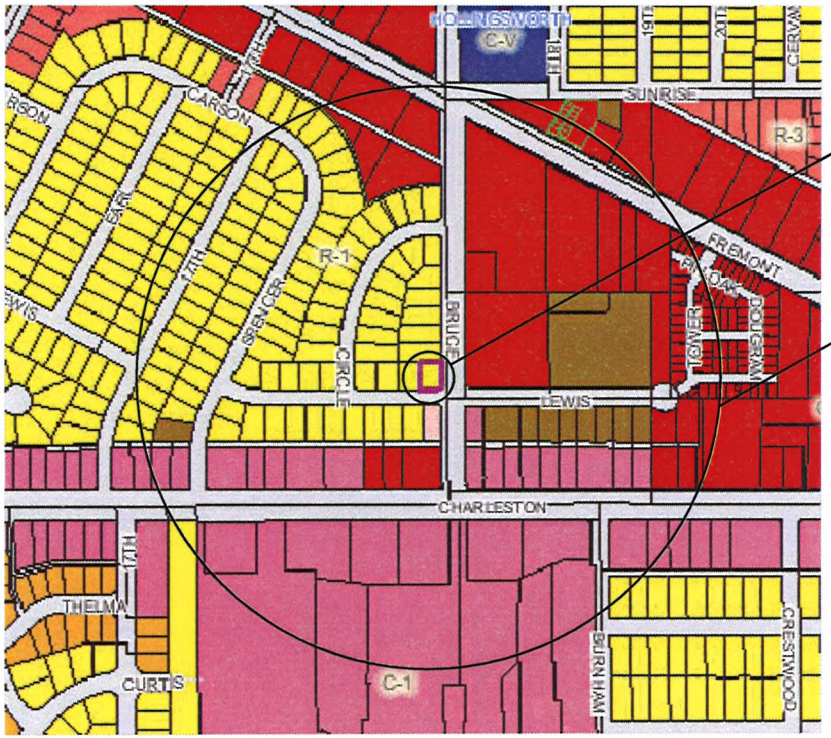
ROSSANA B. GOMEZ
Notary Public, State of Nevada
Appointment No. 09-11658-1
My Appt. Expires Aug. 18, 2013

FOR DEPARTMENT USE ONLY

Case #	ZON-37569
Meeting Date:	4/22/10
Total Fee:	$1200.00
Date Received:*	3/4/10
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.

Revised 10/27/08



APN # 139-35-413-100
CURRENTLY ZONED FOR R-1
PROPOSED ZONE P-R

1000' RADIUS

1 LOCATION MAP
AZ1.00 SCALE:1:200

N

RECEIVED
MAR 04 2010

ZON-37568
04/22/10 PC

kme ARCHITECTS
231 west charleston boulevard
suite one fourty
las Vegas, NV 89102
office: 702.888.2088
fax: 702.888.2099
web: www.kmearchitects.com

© KME Architects LLC. 2009

PROJECT:
PENA DEVELOPMENT
222 S. BRUCE STREET
LAS VEGAS, NV 89101

SHEET TITLE:
LOCATION MAP

REVISIONS	DATE

DRAWN: KDH
DATE: 02-23-2010
JOB NO: 2009-033
SCALE: AS INDICATED

SHEET
AZ1.00

City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-37570 – TABLED – RENOTIFICATION - VARIANCE RELATED TO GPA-37567 AND ZON-37568 - PUBLIC HEARING - APPLICANT/OWNER: JUDITH PENA - Request for a Variance TO ALLOW FOUR PARKING SPACES WHERE SEVEN SPACES ARE REQUIRED on 0.16 acres at 222 South Bruce Street (APN 139-35-413-100), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking)], Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**3**
City Council Meeting	**2**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-37570** APN: 139-35-413-100

Name of Property Owner: JUDITH PENA

Name of Applicant: JUDITH PENA

Name of Representative: KME ARCHITECTS

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: JUDITH PENA.

Subscribed and sworn before me

This 3rd day of MARCH, 2010

ROSSANA B. GOMEZ

Notary Public in and for said County and State

ROSSANA B. GOMEZ
Notary Public, State of Nevada
Appointment No. 09-11658-1
My Appt. Expires Aug. 18, 2013

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Judith Pena

Project Address (Location) 222 South Bruce Street

Project Name Pena Tenant Improvement **Proposed Use** Business

Assessor's Parcel #(s) 139-35-413-100 **Ward #** 3

General Plan: existing 1750 proposed ____ **Zoning:** existing R-1 proposed P-R

Commercial Square Footage ____ **Floor Area Ratio** 1:4

Gross Acres 0.16 **Lots/Units** ____ **Density** ____

Additional Information Structure is Existing. In an effort to create new jobs we are requesting a rezoning of the existing R-1 to P-R

PROPERTY OWNER Judith Pena **Contact** Kelvin Haywood

Address 222 South Bruce Street **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address kelvin@kmearchitects.com

APPLICANT Judith Pena **Contact** Kelvin Haywood

Address 222 South Bruce Street **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address ____

REPRESENTATIVE KME Architects LLC **Contact** Kelvin Haywood

Address 231 West Charleston Blvd **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address kelvin@kmearchitects.com

Property Owner Signature* ____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name JUDITH PENA

Subscribed and sworn before me

This 3rd day of March, 20 10.

Rossana B Gomez

Notary Public in and for said County and State

ROSSANA B. GOMEZ
Notary Public, State of Nevada
Appointment No. 09-11658-1
My Appt. Expires Aug. 18, 2013

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	VAR-37570
Meeting Date:	4/22/10
Total Fee:	830.00
Date Received:*	3/4/10
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.

f:\depot\Application Packet\Application Form.pdf

City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

VAR-37976 – TABLED – RENOTIFICATION - VARIANCE RELATED TO GPA-37567, ZON-37568 AND VAR-37570 - PUBLIC HEARING - APPLICANT/OWNER: JUDITH PENA - Request for a Variance TO ALLOW A FOUR-FOOT SETBACK FROM THE WEST PROPERTY LINE WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A FIVE-FOOT SETBACK on 0.16 acres at 222 South Bruce Street (APN 139-35-413-100), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking)], Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**3**
City Council Meeting	**2**	**City Council Meeting**	**0**

RECOMMENDATION:

The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-37976 APN: 139 35 413 100

Name of Property Owner: Judith Pena

Name of Applicant: Judith Pena

Name of Representative: KME Architects

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: _____

RECEIVED
APR 14 2010

Signature of Property Owner: _____

Print Name: JUDITH PENA

Subscribed and sworn before me

This 14th day of April, 2010

ROSSANA B GOMEZ

Notary Public in and for said County and State

ROSSANA B. GOMEZ
Notary Public, State of Nevada
Appointment No. 09-11658-1
My Appt. Expires Aug. 18, 2013

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Residential Adjacent Setback

Project Address (Location) 222 South Bruce Street

Project Name Pena Rezoning **Proposed Use** Business

Assessor's Parcel #(s) 139-35-413-100 **Ward #** 3

General Plan: existing _____ proposed _____ **Zoning:** existing R-1 proposed P-R

Commercial Square Footage 1890 **Floor Area Ratio** 1:4

Gross Acres .16 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Judith Pena **Contact** Kelvin haywood

Address 222 S. Bruce **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** NV **Zip** 89102

E-mail Address kelvin@kmearchitects.com

APPLICANT Judith Pena **Contact** Kelvin Haywood

Address 222 South Bruce **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** NV **Zip** 89102

E-mail Address kelvin@kmearchitects.com

REPRESENTATIVE KME Architects **Contact** Kelvin Haywood

Address 231 W Charleston , Suite 140 **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** NV **Zip** 89102

E-mail Address kelvin@kmearchitects.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name JUDITH PENA

Subscribed and sworn before me

This 14th day of April, 20 10.

ROSSANA B GOMEZ

Notary Public in and for said County and State

ROSSANA B. GOMEZ
Notary Public, State of Nevada
Appointment No. 09-11658-1
My Apt. Expires Aug. 18, 2013

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	VAR-37976
Meeting Date:	5/27/10
Total Fee:	$830
Date Received:*	4/14/10
Received By:	Romero

RECEIVED
APR 14 2010

*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.

f:\depot\Application Packet\Application Form.pdf

City of Las Vegas Agenda Item No.: **79.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SDR-37569 – TABLED – RENOTIFICATION - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-37567, ZON-37568, VAR-37570 AND VAR-37976 - PUBLIC HEARING - APPLICANT/OWNER: JUDITH PENA - Request for a Site Development Plan Review FOR THE CONVERSION OF AN EXISTING 1,890 SQUARE-FOOT RESIDENCE TO AN OFFICE AND WAIVERS OF PERIMETER LANDSCAPE STANDARDS TO ALLOW ZERO-FOOT BUFFERS ALONG THE SOUTH AND EAST PERIMETERS WHERE 15 FEET IS REQUIRED AND ZERO-FOOT BUFFERS ALONG THE NORTH AND WEST PERIMETERS WHERE EIGHT FEET IS REQUIRED on 0.16 acres at 222 South Bruce Street (APN 139-35-413-100), R-1 (Single Family Residential) Zone [PROPOSED: P-R (Professional Office and Parking)], Ward 3 (Reese). **NOTE: THE WAIVERS TO ALLOW A ZERO-FOOT BUFFER ALONG THE SOUTH PERIMETER WHERE 15 FEET IS REQUIRED AND A ZERO-FOOT BUFFER ALONG THE NORTH PERIMETER WHERE EIGHT FEET IS REQUIRED ARE NO LONGER NEEDED** The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**3**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:

The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Supporting Documentation
3. Protest Postcard
4. Backup referenced from the May 27, 2010 Planning Commission Meeting for SDR-37569

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-37569** APN: 139-35-413-100

Name of Property Owner: Judith Pena

Name of Applicant: Judith Pena

Name of Representative: KME Architects

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: JUDITH PENA

Subscribed and sworn before me

This 23 day of February, 2010

Rossana Gomez

Notary Public in and for said County and State

ROSSANA B. GOMEZ
Notary Public, State of Nevada
Appointment No. 09-11658-1
My Appt. Expires Aug. 18, 2013

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Judith Pena

Project Address (Location) 222 South Bruce Street

Project Name Pena Tenant Improvement **Proposed Use** Business

Assessor's Parcel #(s) 139-35-413-100 **Ward #** 3

General Plan: existing 1750 proposed _____ **Zoning:** existing R-1 proposed P-R

Commercial Square Footage _____ **Floor Area Ratio** 1:4

Gross Acres 0.16 **Lots/Units** _____ **Density** _____

Additional Information Structure is Existing. In an effort to create new jobs we are requesting a rezoning of the existing R-1 to P-R

PROPERTY OWNER Judith Pena **Contact** Kelvin Haywood

Address 222 South Bruce Street **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address kelvin@kmearchitects.com

APPLICANT Judith Pena **Contact** Kelvin Haywood

Address 222 South Bruce Street **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address _____

REPRESENTATIVE KME Architects LLC **Contact** Kelvin Haywood

Address 231 West Charleston Blvd **Phone:** (702) 888-2088 **Fax:** (702) 888-2089

City Las Vegas **State** Nevada **Zip** 89102

E-mail Address kelvin@kmearchitects.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name JUDITH PENA

Subscribed and sworn before me

This 23 day of February, 2010.

Rossana Gomez

Notary Public in and for said County and State

ROSSANA B. GOMEZ
Notary Public, State of Nevada
Appointment No. 09-11658-1
My Appt. Expires Aug. 18, 2013

FOR DEPARTMENT USE ONLY

Case #	SDR 37569
Meeting Date:	4/22/10
Total Fee:	$1030
Date Received:*	3/4/10
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.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

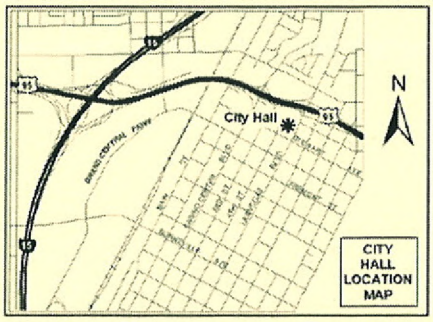
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUN 24 2010
MAILED FROM ZIP CODE 89101

RECEIVED
CITY CLERK
2010 JUL -1 A 11:53

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37569
City Council Meeting of 7/7/2010

HENDERSON HARRIETT L & RITA L
2034 COVINGTON AVE
SIMI VALLEY CA 93065-5605

APN#13935413104

Submitted after final agenda
Date 7/1/10 Item 89

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

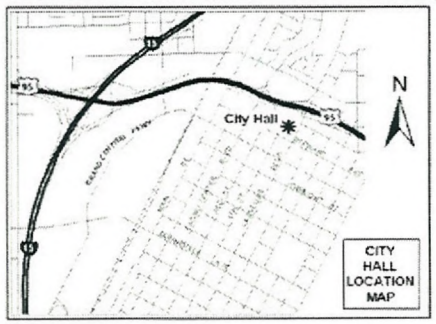
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

RECEIVED
JUN 01 2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAY 14 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



I oppose this Request Because this area line hard working people like me. And our taxes will be more we has to pay business taxes ok. Tell them put their Business where they live. To see if they like it

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37569

Planning Commission Meeting of 5/27/2010

Case: SDR-37569

13935413122
GUZMAN RAFAELA
P O BOX 19601
JEAN NV 89019-9601

this area will Be a business area not residential area is not going to Be one Business is going to Be a lot.

CAVDS11 89019

Submitted after meeting
Date 6/1/2010 Item 24

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SUP-37017 – TABLED - RENOTIFICATION - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CALVIN PETERSON - OWNER: KIMTARI FORTSON, ET AL – Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR AN AUTO REPAIR GARAGE, MINOR, WITH SERVICE BAY DOORS FACING THE PUBLIC RIGHT-OF-WAY on .44 acres at 1501 West Carey Avenue (APN 139-21-102-004), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). The Planning Commission (6-0 vote) and Staff recommend DENIAL.

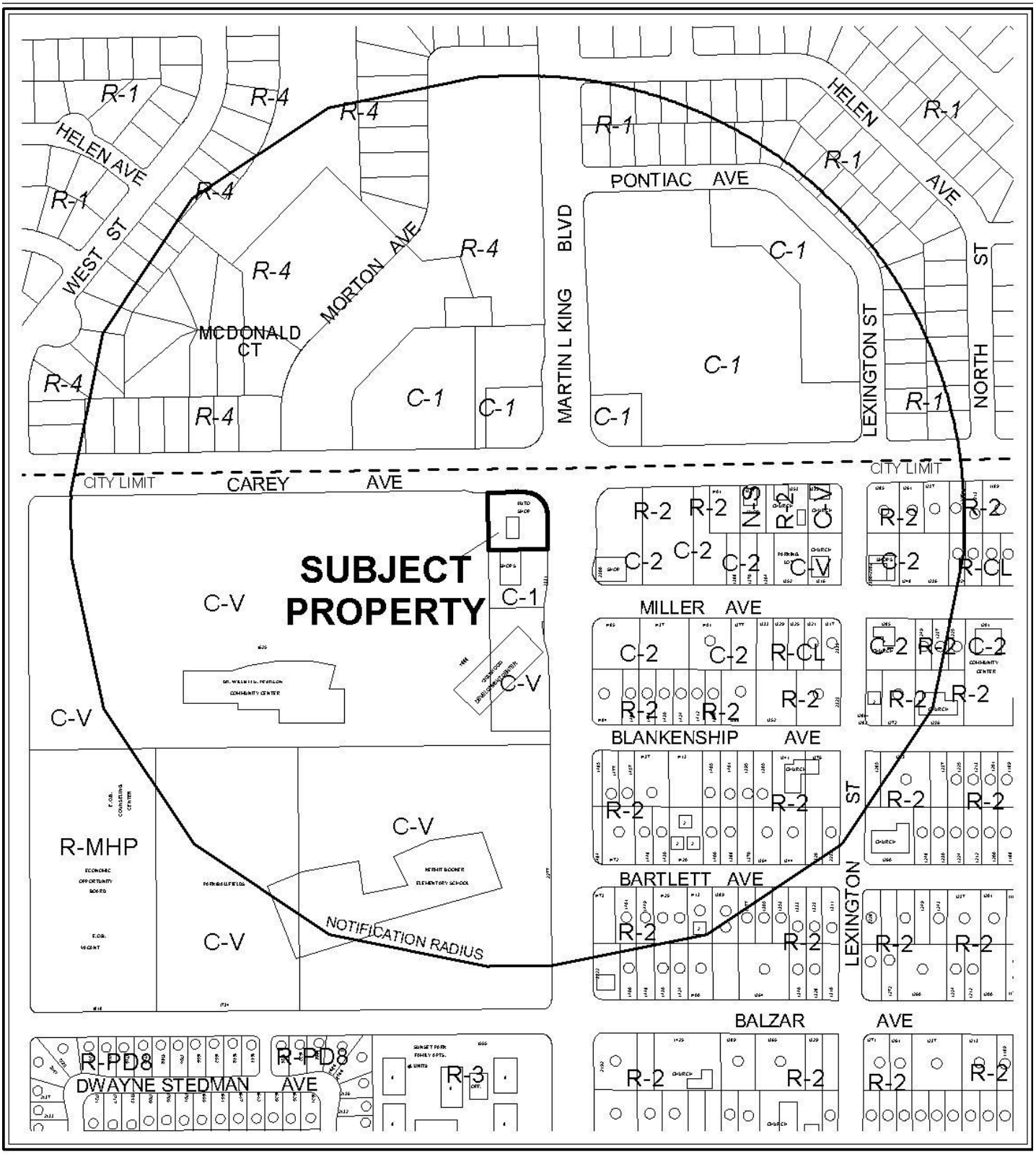
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

The Planning Commission (6-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Appeal Letter Filed by Calvin Peterson
6. Justification Letter



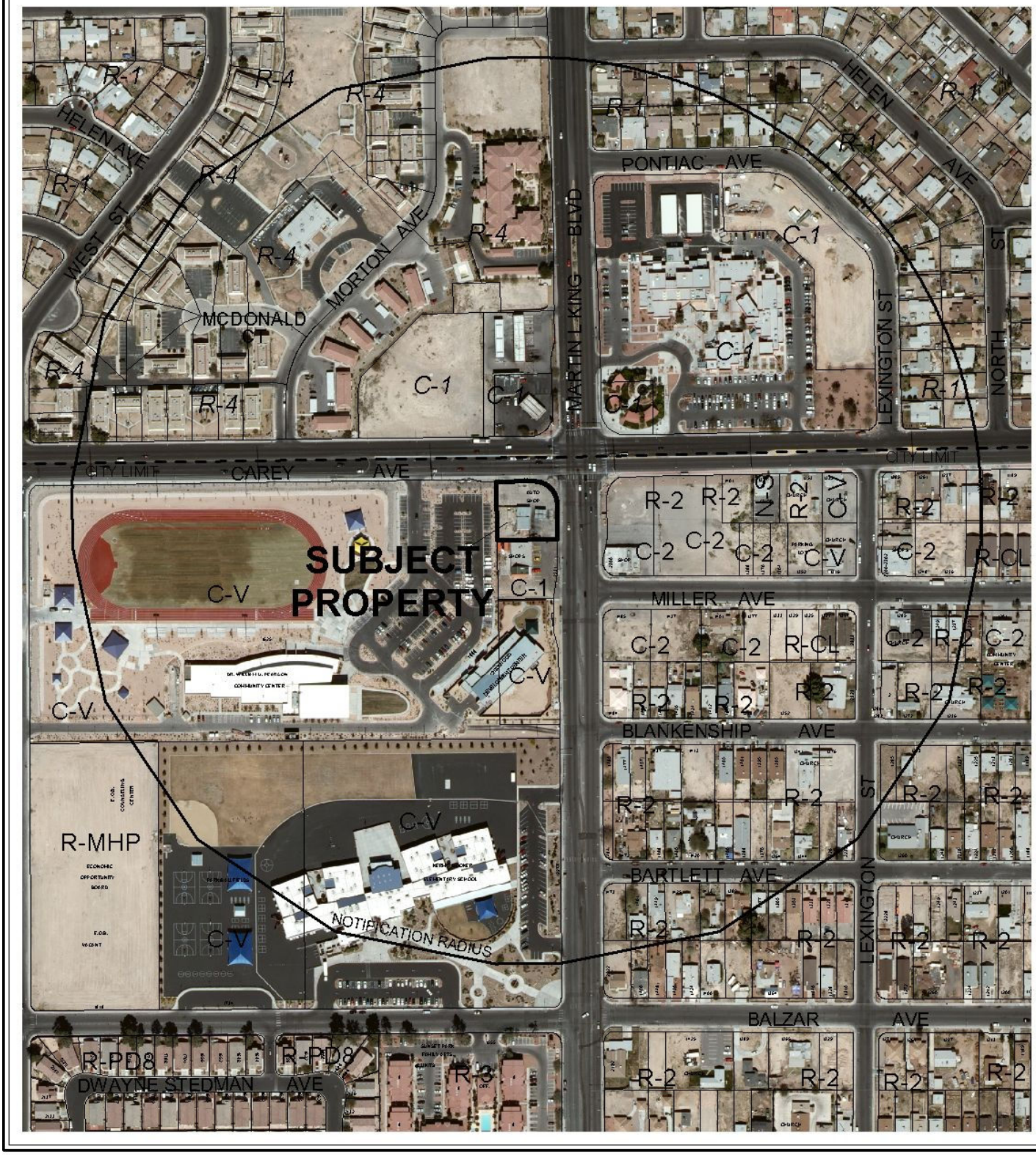
0 300 600 Feet

CASE: **SUP-37017**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

CASE: **SUP-37017**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: CALVIN PETERSON - OWNER: KIMTARI FORTSON, ET AL

THIS ITEM WAS TABLED AT THE MARCH 17, 2010 CITY COUNCIL MEETING.

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-37017	Staff recommends DENIAL, if approved subject to conditions:	None

**** CONDITIONS ****

SUP-37017 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for an Auto Repair Garage, Minor use.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. The existing chain link fence shall be repaired within 30 days of approval, and maintained in good condition thereafter.

Public Works

4. Contact the City Engineer's Office at 229-6272 to coordinate the development of this project with the Martin L King Boulevard widening project and any other public improvement projects adjacent to this site.

AO

Staff Report Page One
September 1, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for an Auto Repair Garage, Minor to be located at 1501 West Carey Avenue. Currently, the site consists of an existing garage facility of 1,392 square feet with two service bays facing the public right-of-way. Previously, the site was occupied by a nonconforming Auto Garage, Major, which went out of business as of 03/18/08. The nonconforming status subsequently expired and a new Special Use Permit is required. Staff is recommending denial of the request because of the use of chain link fencing, which is aesthetically incompatible with surrounding development, and because the use cannot meet minimum Special Use Permit requirement #2 in Title 19.04.10. If denied, the proposed use will not be permitted at this proposed location.

ISSUES

- The existing garage facility has service bays facing the public right-of-way and has an existing chain link fence that is used to secure the rear and side of the garage facility.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
04/25/07	A deed was recorded for change of ownership.
02/11/10	The Planning Commission (6-0 vote) and Staff recommend DENIAL (PC Agenda Item #6/ao).
03/17/10	The City Council voted to TABLED this item at the request of the applicant.
Related Building Permits/Business Licenses	
01/01/51	A business license (G03-01050) was issued for a Garage-Major Auto at 2399 North Martin L. King Boulevard. The license was marked out of business on 03/18/08.
c. 1966	The existing Auto Garage was constructed.

Pre-Application Meeting	
12/02/09	A pre-application meeting was held to discuss the application submittal requirements for an Auto Repair Garage, Minor use. Topics included: • A discussion regarding the proximity to North Las Vegas, resulting in the Special Use Permit request being denied a Project of Regional Significance. • The on-site parking requirement, which requires five spaces, plus one space for each 200 square feet of gross floor area. • A waiver would have to be requested because of minimum Special Use Permit requirement #2 which states: "Openings to the service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties."

AO

Neighborhood Meeting	
A neighborhood meeting is not required for this application, nor was one held.	
Field Check	
01/07/10	Staff conducted a site visit and observed the following: • An existing vacant garage facility was on the property with abandoned trucks located at the rear of the property. • An existing chain link fence is used for screening the east and south portion of the property. • The widening construction project for Martin Luther King Boulevard was being done along the perimeter of the property on the Martin Luther King Boulevard side.

Details of Application Request	
Site Area	
Gross Acres	.44

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Auto Repair Garage	MXU (Mixed Use - Downtown Land Use)	C-1 (Limited Commercial)
North	Convenience Store	City of North Las Vegas	City of North Las Vegas
South	Vacant building	MXU (Mixed Use - Downtown Land Use)	C-1 (Limited Commercial)
East	Undeveloped	MXU (Mixed Use - Downtown Land Use)	R-2 (Medium Low Density Residential) / C-2 (General Commercial)
West	Community Center	PF (Public Facility)	C-V (Civic)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
West Las Vegas Plan	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O Airport Overlay District (105 Feet)	X		Y
Las Vegas Redevelopment Plan (Downtown Redevelopment Area)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance	X		Y

AO

DEVELOPMENT STANDARDS

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Width	100 Feet	145 Feet	Y
Min. Setbacks • Front • Side • Corner • Rear	 20 Feet 10 Feet 15 Feet 20 Feet	 72 Feet 48 Feet 66 Feet 24 Feet	Y
Max. Lot Coverage	50%	11%	Y
Max. Building Height	N/A	15 Feet	Y

Per Title 19.08.

Parking Requirement – Use the other table							
	Gross Floor Area or Number of Units	***Base Parking Requirement***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Auto Repair Garage, Minor	1,392 SF	5 spaces plus 1:200 SF	11	1	11	1	Y
TOTAL	**1,392 SF**		**12**		**12**		**Y**
Loading Spaces		**1**			**1**		**Y**

Waivers		
Requirement	**Request**	**Staff Recommendation**
Per Title 19.04.010 Auto Repair Garage, Minor condition #2 "openings to the service bays shall not face public right-of-way."	To allow the openings of the existing service bays to face public right-of-way.	Denial

ANALYSIS

According to Title 19, an "Auto Repair Garage, Minor" is defined as "a facility for the performance of minor repair and service of vehicles of 10,000 pounds gross vehicle weight or less." The subject site is independently parceled and has ample space for on-site parking. Located on the west side of the building and on the south of the building is a chain link fence used for security. Chain link fencing is not a permitted fencing material except as temporary construction fencing or unless approved as part of an overall site review, per Title 19.12.075 (H). However, the applicant wishes to keep the existing fencing and distribute the onsite parking perpendicular to the west wall of the site and perpendicular to the north property line. The existing chain link fence is in poor condition, and is not compatible with surrounding development. If approved, a condition has been added to require that the fence be repaired and maintained.

The hours of operation for the facility will be from 8:00 a.m. from 6:00 p.m., Monday through Saturday. The subject site was previously occupied by a nonconforming Auto Repair Garage, Major use. This garage ceased operation 03/18/08, and the nonconforming status expired one year later; therefore, a new Special Use Permit for the proposed use is required. The proposed use does not comply with the requirements of Title 19 because it does not meet minimum Special Use Permit requirements and chain link fencing is not a permitted fencing material. The use cannot therefore be conducted in a manner that is compatible with existing and surrounding land uses; therefore, staff recommends denial of this request.

FINDINGS

The following findings must be made for a Special Use Permit:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

   The proposed Auto Repair Garage, Minor use cannot be conducted in a manner that is harmonious and compatible with the existing surrounding commercial uses because of the use of chain link fencing.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site has ample space on-site for parking that makes it physically suitable for the proposed Auto Repair Garage, Minor use.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   Access to the site is via Carey Avenue and Martin Luther King Boulevard. Both are designated as 100-foot Primary Arterials by the Master Plan of Streets and Highways. These thoroughfares are capable of accommodating the traffic flow created by the site and the use.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   If approved, the proposed use on this site will be subject to periodic inspection by regulatory agencies for business licensing and environmental health, and it will therefore not compromise the public health, safety and welfare, or the overall objectives of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Auto Repair Garage Minor cannot meet minimum Special Use Permit requirement #2 for the use in Title 19.04.10 stating that opening a service bays should not face the public right-of-way.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 10

NOTICES MAILED 118 (By Planning)

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-37017** APN: 139-21-102-004

Name of Property Owner: KimTari R. Fortson

Name of Applicant: Calvin Peterson

Name of Representative: Calvin Peterson

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: KimTari R. Fortson

Subscribed and sworn before me

This 21st day of December, 2009

Anne M. DeVaney

Notary Public in and for said County and State

NOTARY PUBLIC
County of Clark-State of Nevada
ANNE M. DeVANEY
No. 01-69638-1
My Appointment Expires July 8, 2013

RECEIVED

DEC 22 2009

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-37017 APN: 139-21-102-004

Name of Property Owner: Tonya A. Fortson

Name of Applicant: Calvin Peterson

Name of Representative: Calvin Peterson

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: Tonya A. Fortson

Print Name: Tonya A. Fortson

Subscribed and sworn before me

This 21st day of December, 2009

Anne M. DeVaney

Notary Public in and for said County and State

NOTARY PUBLIC
County of Clark-State of Nevada
ANNE M. DeVANEY
No. 01-69638-1
My Appointment Expires July 8, 2013

RECEIVED
DEC 22 2009

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-37017 APN: 139-21-102-004

Name of Property Owner: KimTari, Tonya, Robbilyn Fortson

Name of Applicant: Calvin Peterson

Name of Representative: Calvin Peterson

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: Robbilyn P. Fort

Print Name: Robbilyn P. Fortson

Subscribed and sworn before me

This 7th day of December, 2009

Aleta Williams-Lewis

Notary Public in and for said County and State

ALETA WILLIAMS-LEWIS
Notary Public, State of Nevada
Appointment No. 97-3596-1
My Appt. Expires Jul 1, 2013

RECEIVED
DEC 22 2009

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit

Project Address (Location) 1501 W. Carey

Project Name Pete's Auto Services **Proposed Use** C1

Assessor's Parcel #(s) 139-21-102-004 **Ward #** 5

General Plan: existing _____ proposed _____ **Zoning:** existing C1 proposed _____

Commercial Square Footage 3242 **Floor Area Ratio** _____

Gross Acres 0.44 **Lots/Units** 0 **Density** _____

Additional Information _____

PROPERTY OWNER KimTari R. Fortson **Contact** ~~(702)~~ _____

Address 729 Miller Avenue **Phone:** 524-6715 **Fax:** _____

City North Las Vegas **State** Nevada **Zip** 89030

E-mail Address _____

APPLICANT Calvin Peterson **Contact** _____

Address 316 Purple Passion Ave **Phone:** 375-8012 **Fax:** 987-5892

City N Las Vegas **State** NV **Zip** 89032

E-mail Address Cepeterson@cox.net

REPRESENTATIVE Calvin Peterson **Contact** _____

Address 316 Purple Passion Ave **Phone:** 375-8012 **Fax:** 987-5892

City N. Las Vegas **State** NV **Zip** 89032

E-mail Address Cepeterson@cox.net

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name KimTari R. Fortson

Subscribed and sworn before me

This 21st day of December, 2009.

Anne M. DeVaney

Notary Public in and for said County and State

NOTARY PUBLIC
County of Clark-State of Nevada
ANNE M. DeVANEY
No. 01-69638-1
My Appointment Expires July 8, 2013

FOR DEPARTMENT USE ONLY

Case #	SUP-37017
Meeting Date:	2/11/2010
Total Fee:	1030 00
Date Received:*	12/22/09
Received By:	MREX

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable provisions of the Zoning Ordinance.

Revised 10/27/08

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PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit

Project Address (Location) 1501 W. Carey

Project Name Pete's Auto Services **Proposed Use** C1

Assessor's Parcel #(s) 139-21-102-004 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing C1 proposed _____

Commercial Square Footage 3241 **Floor Area Ratio** _____

Gross Acres .044 **Lots/Units** 0 **Density** _____

Additional Information _____

PROPERTY OWNER Tonya A. Fortson **Contact** _____

Address 2011 Gold Hill Avenue **Phone:** 7026487939 **Fax:** _____

City Las Vegas, **State** NV **Zip** 89106

E-mail Address _____

APPLICANT Calvin Peterson **Contact** _____

Address 316 Purple Passion Ave **Phone:** 375-8012 **Fax:** 987-5892

City N. Las Vegas **State** NV **Zip** 89032

E-mail Address cepeterson@cox.net

REPRESENTATIVE Calvin Peterson **Contact** _____

Address 316 Purple Passion Ave **Phone:** 375-8012 **Fax:** 987-5892

City N. Las Vegas **State** NV **Zip** 89032

E-mail Address cepeterson@cox.net

Property Owner Signature* Tonya A. Fortson

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Tonya A. Fortson

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Notary Public in and for said County and State

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County of Clark-State of Nevada
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Revised 10/27/08

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PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit

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Project Name Pete's Auto Services **Proposed Use** C1

Assessor's Parcel #(s) 139-21-102-004 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing C1 proposed _____

Commercial Square Footage 3242 **Floor Area Ratio** _____

Gross Acres 0.44 **Lots/Units** 0 **Density** _____

Additional Information _____

PROPERTY OWNER KimTari, Tonya, Robbilyn Fortson **Contact** Robbi

Address 2011 Goldhill Avenue **Phone:** 646-7655 **Fax:** _____

City Las Vegas **State** NV **Zip** 89106

E-mail Address robbilynfortson@aol.com

APPLICANT Calvin Peterson **Contact** _____

Address 316 Purple Passion Ave **Phone:** 375-8012 **Fax:** 987-5892

City N. Las Vegas, **State** Nv. **Zip** 89032

E-mail Address Cepeterson@cox.net

REPRESENTATIVE Calvin Peterson **Contact** _____

Address 316 Purple Passion Ave **Phone:** 375-8012 **Fax:** 987-5892

City N. Las Vegas **State** Nv. **Zip** 89032

E-mail Address Cepeterson@cox.net

Property Owner Signature* Robbilyn P. Fortson

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Robbilyn P. Fortson

Subscribed and sworn before me

This 7th day of December, 2009.

Aleta Williams-Lewis

Notary Public in and for said County and State

ALETA WILLIAMS-LEWIS
Notary Public, State of Nevada
Appointment No. 97-3596-1
My Appt. Expires Jul 1, 2013

FOR DEPARTMENT USE ONLY

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Revised 10/27/08

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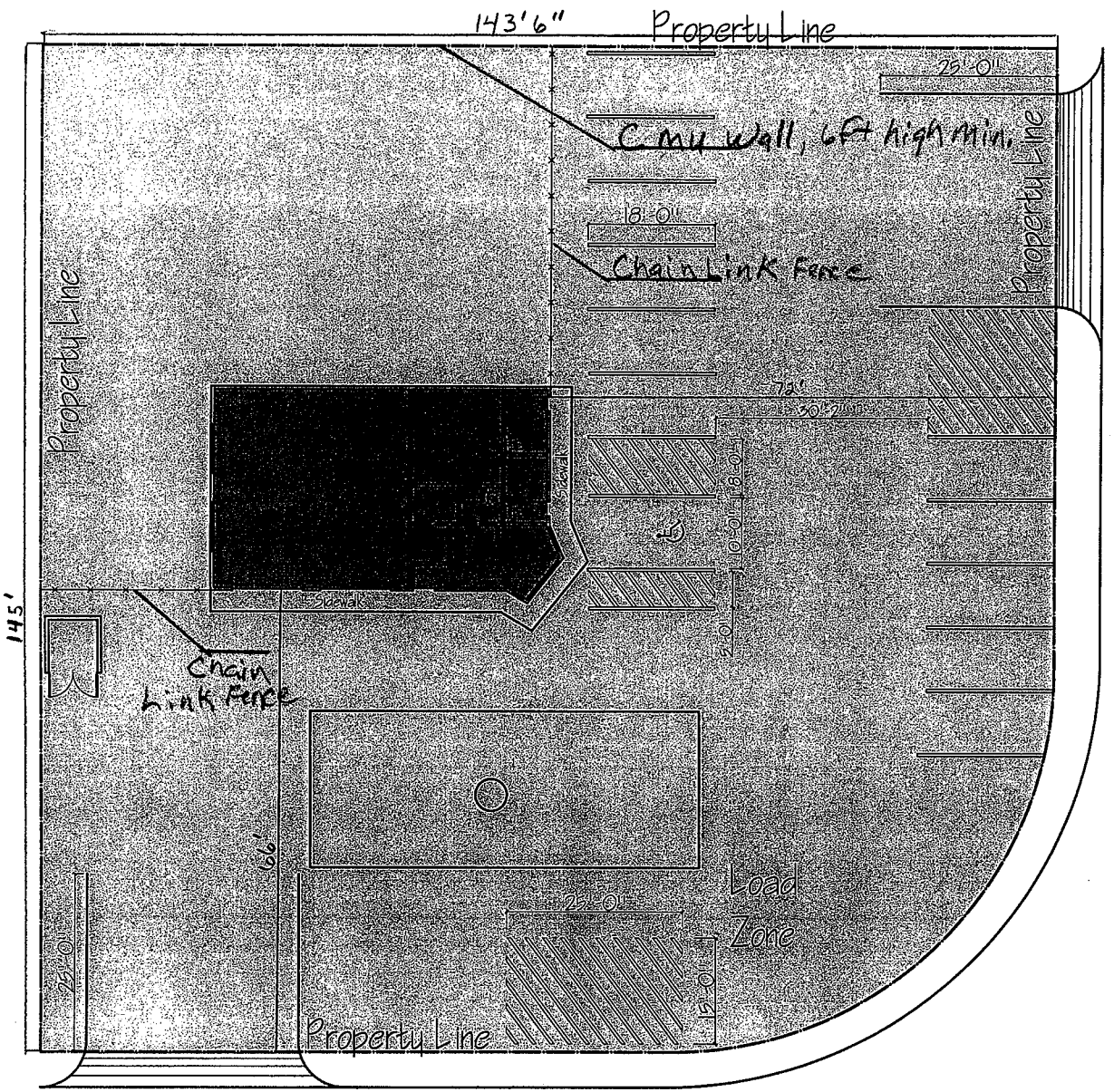


PARKING ANALYSIS

TOTAL AREA=548 sf
(548 / 200) = 2.74 = 3

TOTAL PARKINGS REQUIRED = 5+3
HANDICAP PARKINGS = 1 (MINIMUM)

11 REGULAR PARKINGS PROVIDED
1 HANDICAP PARKINGS PROVIDED

FIVE SPACES PLUS ONE SPACE FOR EACH 200 SF OF GROSS FLOOR AREA

③ Site Plan
SCALE: N.T.S.

RECEIVED
JAN 22 2010

Owner:

Address: 1501 W. CAREY AVE., LAS VEGAS, NV 89115

Drawing Title: SITE PLAN REVISION

Sheet No. A-03

Rev.	Date	Appr.	Issues & Rev.

Drawn: FRANCISCO IBARRA

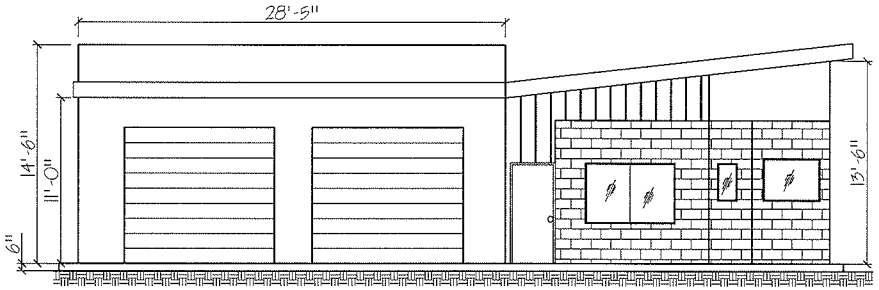
Tel: (702) 351-5185

Phase: CDS Date: 11.06.2009

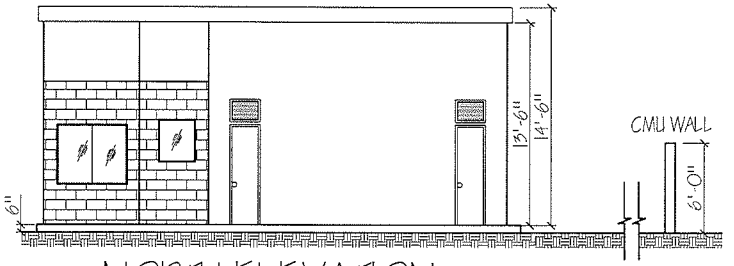
Scale: EACH SHEET

Project:

SUP-37017
REVISED
02/11/10 PC

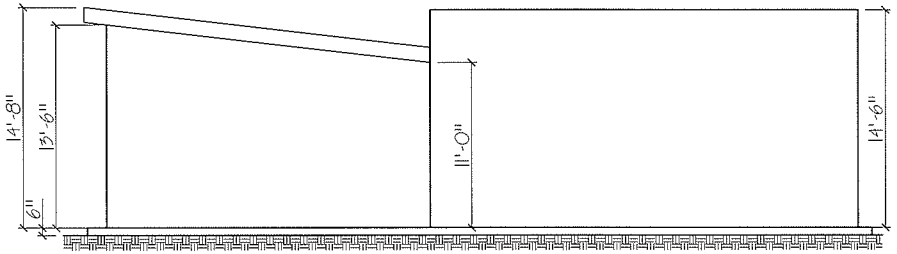


EAST ELEVATION

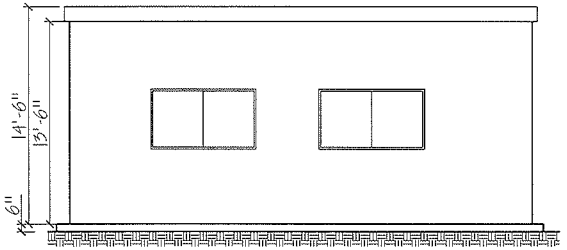


NORTH ELEVATION

FINISHES:
- ASPHALT ROOF
- WALLS COLOR WHITE & BEIGE BEIGE.
- BRICK VENEER COLORED IN BEIGE.



WEST ELEVATION



NORTH ELEVATION

4 Elevations
SCALE: 0'-1/8" = 1'-0"

SUP-37017
02/11/10 PC

Rev.	Date	Appr.	Issues & Rev.

Sheet No. A-04

Owner:

Address: 1501 W. CAREY AVE., LAS VEGAS, NV 89115

Drawing Title: ELEVATIONS

Drawn: FRANCISCO IBARRA

Tel: (702) 351-5185

Phase: CDS

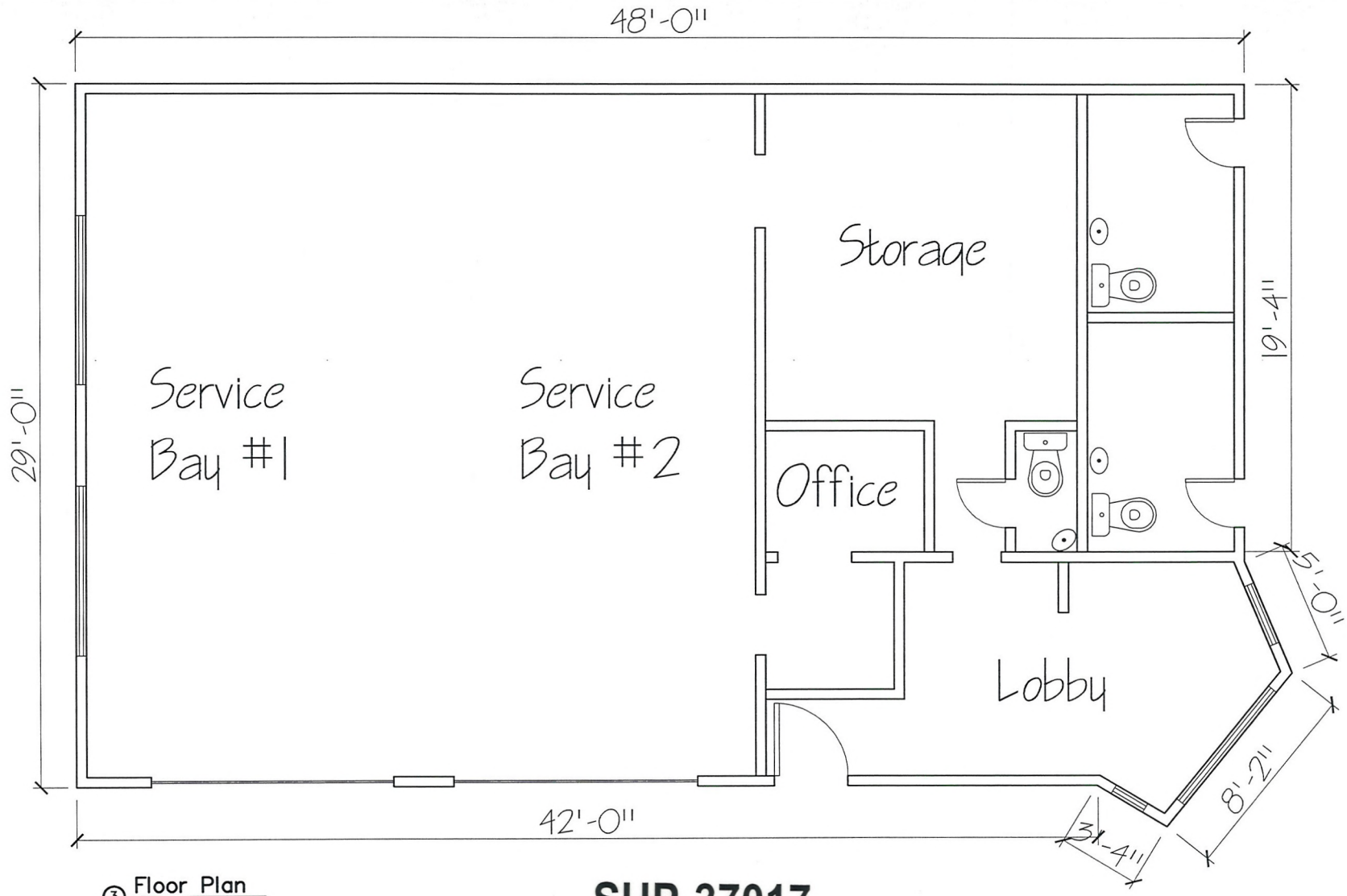
Date: 11.06.2009

Scale: EACH SHEET

Project:

RECEIVED

DEC 22 2009



③ Floor Plan
SCALE: 0'-1/4" = 1'-0"

SUP-37017
02/11/10 PC

RECEIVED
DEC 22 2009

Rev.	Date	Appr.	Issues & Rev.

Sheet No. A-02

Owner:

Address: 1501 W. CAREY AVE.,, LAS VEGAS, NV 89115

Drawing Title: FLOOR PLAN

Drawn: FRANCISCO IBARRA

Tel: (702) 351-5185

Phase: CDS Date: 11.06.2009

Scale: EACH SHEET

Project:



SUP-37017 - APPLICANT: CALVIN PETERSON - OWNER: KIMTARI FORTSON, ET AL
1501 WEST CAREY AVENUE

08/17/10



SUP-37017 - APPLICANT: CALVIN PETERSON - OWNER: KIMTARI FORTSON, ET AL
1501 WEST CAREY AVENUE

08/17/10



SUP-37017 - APPLICANT: CALVIN PETERSON - OWNER: KIMTARI FORTSON, ET AL
1501 WEST CAREY AVENUE

08/17/10



SUP-37017 - APPLICANT: CALVIN PETERSON - OWNER: KIMTARI FORTSON, ET AL
1501 WEST CAREY AVENUE

08/17/10



SUP-37017 - APPLICANT: CALVIN PETERSON - OWNER: KIMTARI FORTSON, ET AL
1501 WEST CAREY AVENUE

08/17/10



SUP-37017 - APPLICANT: CALVIN PETERSON - OWNER: KIMTARI FORTSON, ET AL
1501 WEST CAREY AVENUE

08/17/10





SUP-37017
02/11/10 PC





SUP-37017
02/11/10 PC





SUP-37017
02/11/10 PC





SUP-37017
02/11/10 PC


2399
SUP-37017
02/11/10 PC

CITY CLERK

2010 FEB 17 P 3:54

Ms. Vicky Skilbred
City Clerk, City of Las Vegas
400 East Stewart Ave.
Las Vegas, Nv. 89101

Re: Appeal of the Planning Commission denial of SUP-37017 at the February 11, 2010 Planning Commission Meeting.

Dear Ms. Skilbred:

On behalf of KimTari, Tonya & RobbiLyn Fortson, the owners of the property and Calvin Peterson the applicant, we are respectfully requesting an appeal of the Planning Commission's decision to deny SUP-37017 for an Auto Repair Garage, Minor. The property is located at 1501 W. Carey Ave.

We request that the application be heard on the City Council meeting of March 17, 2010 to allow us time to prepare for all issues to be addressed.

Respectfully,

Calvin Peterson
Applicant

JUSTIFICATION LETTER

Las Vegas, Friday, January 22, 2010

To whom it may concern:

- I would like to apply for a Special Use Permit for an Auto Repair Garage Minor in a C-1 Zone (Limited Commercial District) as permitted under the City of Las Vegas "**Auto Repair Garage, Minor :** A facility for the performance of minor repairs and services are limited to electronic tune-ups, brake repairs(including drum turning), air conditioning repairs, generators and starter repairs, tire repairs, front end alignments, smog testing, lubrication, selling/installing minor parts and accessories and other similar activities."
- The Auto Repair Shop will have four to five employees.
- I plan to open six days a week from 8 a.m. to 6 p.m. Monday to Saturday.
- The shop was licensed before as a gas station with auto repair.
- After the Special Use Permit is approved and the City of Las Vegas issues us a license I will apply for a Garage License with the Nevada DMV.
- The shop area is 538 sq ft and a total building area of 1392 sq ft for the entire building, and we have 11 regular parking spaces plus 1 (one) van accessible handicap and is already set up as a Auto Repair Facility with two bays but we need to apply to waive the requirement that states " Openings to the service bays shall not face public right-of way and shall be designed to minimize the visual intrusion into adjourning properties" because the bays at this building face Martin Luther King Blvd and I will also keep the fence with its cover on the property and the fence door will remain open during business hours.
- The length in time for which the permit is sought is indefinite since I plan to stay in this type of business for as long as I am permitted.
- I also believe that by allowing us to work under a Special Use Permit at this busy and neglected location on Carey Ave. and Martin Luther King Blvd. we could be providing services for many citizens and their minor auto and tire needs who now have to drive all the way to Las Vegas Blvd and Lake Mead or even further down to find a competitive price and good products.
- I hope my permit is approved so I can start my business as soon as possible.

X Calvin Peterson

Calvin Peterson
Owner

SUP-37017
REVISED
02/11/10 PC

RECEIVED
JAN 22 2010

City of Las Vegas Agenda Item No.: **81.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SUP-38137 – ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: FUTURA ENVIA, INC. - OWNER: THRIFTY PAYLESS, INC. - Request for a Special Use Permit FOR A FINANCIAL INSTITUTION, SPECIFIED WITH WAIVERS TO ALLOW A 60-FOOT DISTANCE SEPARATION FROM A RESIDENTIAL USE WHERE 200 FEET IS REQUIRED; AN 820-FOOT DISTANCE SEPARATION FROM A FINANCIAL INSTITUTION, SPECIFIED WHERE 1,000 FEET IS REQUIRED AND TO ALLOW 900 SQUARE FEET OF FLOOR AREA WHERE 1,500 SQUARE FEET IS REQUIRED at 3882 West Sahara Avenue (APN 162-06-813-005), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

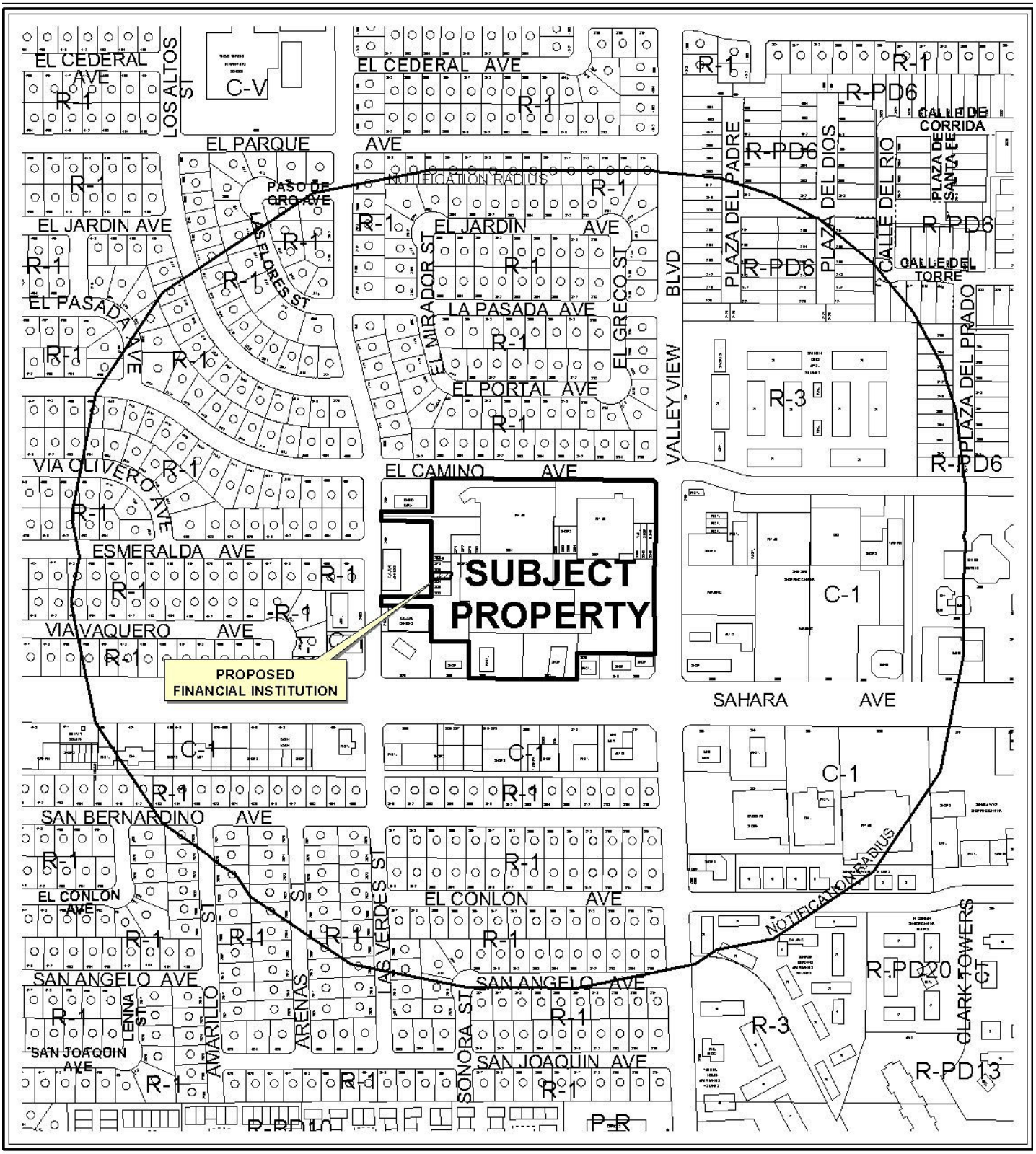
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**8**	**Planning Commission Mtg.**	**1**
City Council Meeting	**5**	**City Council Meeting**	**2**

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards and Protest/Support Letters
7. Submitted at the July 21, 2010 City Council Meeting – Letter by Juanita Clark
8. Backup referenced from the June 24, 2010 Planning Commission Meeting for SUP-38137



0 400 800 Feet

CASE: **SUP-38137**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



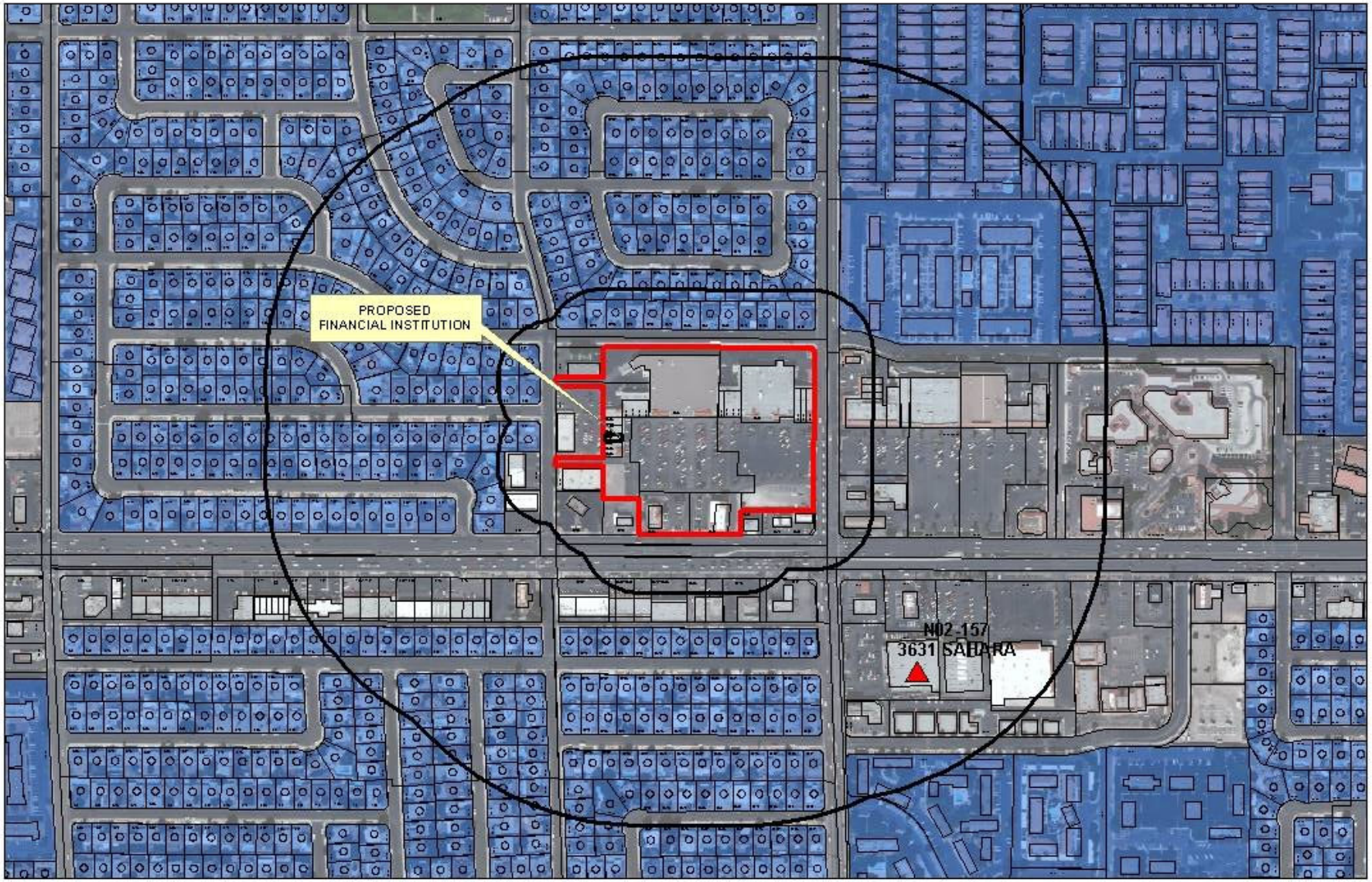
0 400 800 Feet

CASE: **SUP-38137**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-38137

Financial Business Locations

- Financial Institution, Specified
- Pawnshops
- Automobile Title Loan

- Subject Property
- Residential Property
- 200ft & 1000ft Buffer

0 256 550 1,100 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: FUTURA, INC. - OWNER: THRIFTY PAYLESS, INC.

THIS ITEM WAS HELD IN ABEYANCE FROM THE AUGUST 18, 2010 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-38137	Staff recommends DENIAL, if approved subject to conditions:	

**** CONDITIONS ****

SUP-38137 CONDITIONS

Planning and Development

1. The use shall be limited to check cashing. There shall be no loans.

2. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Financial Institution, Specified use.

3. This approval shall be void two years from the date of final approval, unless a business license has been issued to conduct the activity. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

RG

Staff Report Page One
September 1, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit to allow a Financial Institution, Specified within an existing Wire Service located at 3882 West Sahara Avenue. There are requests for waivers to allow a 60-foot distance separation from a residential use where 200 feet is required, an 820-foot distance separation from another Financial Institution, Specified where 1,000 feet is required and to allow 900 square feet for the dedicated use where 1,500 square feet minimum floor area is required. Staff is recommending denial of this application because the proposed use cannot be conducted in a manner that is harmonious and compatible with existing surrounding land uses, as is evidenced by the requested waivers of distance separation and minimum floor area requirements. If this request is denied, the Financial Institution, Specified cannot be permitted on this site.

ISSUES

- A waiver is required to allow the proposed use to be located within 60 feet of a residential zoned use where 200 feet required.
- A waiver is required to allow the proposed use to be located within 820 feet of another Financial Institution, Specified where 1,000 feet is required.
- A waiver is required to allow 900 square feet for the use where 1,500 square feet is the minimum floor area required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/18/91	The City Council approved the request for reclassification of property (Z-0101-91) located at 3830 West Sahara Avenue, from C-C (Neighborhood Commercial Center), to C-1 (Limited Commercial). The Planning Commission and staff recommended approval of this request.
10/14/93	The Planning Commission approved a Plot Plan Review [Z-0101-91(1)] regarding the proposed reconfiguration of a portion of an existing retail shopping center on property located on the northwest corner of Sahara Avenue and Valley View Boulevard. Staff recommended approval of this request.
07/21/10	The City Council voted to hold this item in abeyance to the August 18, 2010 City Council meeting at the request of the applicant.

Most Recent Change of Ownership	
02/27/96	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
07/02/92	A building permit (#92151376) was issued for a new shell building at 3876 West Sahara Avenue. The project was completed on 04/20/93.
04/15/05	A business license (W10-00076) was issued for a Wire Service at 3882 West Sahara Avenue. This license has moved to this location on 08/25/06.
10/19/06	A building permit (#06006547) was issued for a Non-Work Certificate of Occupancy at 3882 West Sahara Avenue. The project was completed on 11/06/06.

Pre-Application Meeting	
02/23/10	A pre-application meeting with applicant was held where elements of submitting a Special Use Permit for a Financial Institution, Specified were discussed. The topics included: • The submittal of application materials, meeting dates, and deadlines were discussed. • The justification letter needs to be revised indicating the correct jurisdiction from Clark County to City of Las Vegas and Zoning Ordinance from Title 30 to Title 19. • The hours of operation needs to be indicated on the justification letter indicating that the use will not extend beyond the hours of 8:00 a.m. to 11:00 p.m. Otherwise, a waiver is required to extend the required hours of operation requirements. • A waiver is required to allow 900 square feet for the use where 1,500 square feet is the minimum floor area required. • A waiver is required to allow the proposed use to be located within 60 feet of a residential zoned use where 200 feet required. • A waiver is required to allow the proposed use to be located within 820 feet of another Financial Institution, Specified where 1,000 feet is required. • The parking requirement for Financial Institution, Specified is one space for each 250 square feet of Gross Floor Area.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
05/20/10	Staff conducted a field check and noted the hours of operation is posted at the storefront window are from 9:00 a.m. to 8:00 p.m. The posted hours of operation meets the minimum Special Use Permit requirements for the proposed use.

Details of Application Request	
Site Area	
Net Acres	1.32

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Commercial Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Single Family Residence	SC (Service Commercial)	C-1 (Limited Commercial)
South	Commercial Center	SC (Service Commercial)	C-1 (Limited Commercial)
East	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
West	Office	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			
A-O (Airport Overlay) District	X		Y
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

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Shopping Center	105,864 SF	1/250	424		420		
TOTAL SPACES REQUIRED			424		420		
TOTAL (With Handicapped)			415	9	410	10	N

Waivers		
Requirement	***Request***	***Staff Recommendation***
1,500 square feet minimum of the building or portion thereof that is dedicated for the use.	900 square feet is the existing area of the suite.	Denial
200 feet from residential zoned use.	60 feet.	Denial
1,000 feet from any other Financial Institution, Specified.	820 feet.	Denial

ANALYSIS

The proposed Financial Institution, Specified will allow a business that provides check cashing services such as a principal service deferred, a paycheck advance service, and any business primarily providing cash loans, installment loans or cash advances. The proposed use will be located within a 105,864 square-foot Shopping Center and the parking requirement is one space per 250 square feet of gross floor area; therefore, 424 parking spaces are required. Currently, the provided parking for the Shopping Center is 420 spaces and it is a parking-impaired development, pursuant to Title 19.10.010. The proposed use will not increase the area of the suite or result in a change of use that requires an increase in the number of required parking spaces.

The minimum Special Use Permit requirements for the proposed Financial Institution, Specified use are a 200-foot distance separation from residential use, a 1,000-foot distance separation from any other Financial Institutions, Specified and a 1,500 square-foot minimum floor area for of the use. The applicant has requested waivers to allow a 60-foot distance separation from a residential use, an 820-foot distance separation from another Financial Institution, Specified and to allow 900 square feet of floor area for the proposed use. Staff is recommending denial of this application because the proposed use cannot be conducted in a manner that is compatible with the surrounding land uses, as is evidenced by the requested waivers of distance separation and minimum floor area requirements.

FINDINGS (SUP-38137)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

The proposed use cannot be conducted in a manner that is harmonious and compatible with the uses in the existing site and with the commercial uses on adjacent properties due to the waivers of the distance separation from residentially zoned property and from another Financial Institution, Specified.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is not physically suitable for the type and intensity of the proposed use. The suite where the proposed Financial Institution, Specified to be located is only 900 square feet. The minimum Special Use Permit requirement for the building or portion thereof that is dedicated to the use shall have a minimum size of 1,500 square feet.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Site access is provided from Sahara Avenue, a 100-foot Primary Arterial and Valley View Boulevard, an 80-foot Secondary Collector as designated in the Master Plan of Streets and Highways. These streets are of sufficient size to accommodate the needs of the proposed Financial Institution, Specified use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of the proposed Special Use Permit will not compromise the public health, safety and general welfare, as the use will be subject to regular inspections for business licensing.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The use does not meet all of the applicable conditions per Title 19.04, due to the request of waivers of distance separation for the proposed Financial Institution, Specified to allow the use within 60 feet of residentially zoned property, 820 feet from another Financial Institution, Specified and to allow 900 square feet minimum for the proposed use, where 1,500 square feet minimum is required.

PLANNING COMMISSION ACTION

The Planning Commission added condition #1 to which the applicant agreed.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 27

NOTICES MAILED 431 (By City Clerk)

APPROVALS 2

PROTESTS 12

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-38137 APN: 162-06813005

Name of Property Owner: Thrifty Payless, INC.

Name of Applicant: FUTURA, INC.

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: By: _____

Print Name: J. Lawrence Gelman
Vice President

Subscribed and sworn before me

This 14th day of April, 2010

_____

Notary Public in and for said County and State

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Melissa H. Twardzik, Notary Public
East Pennsboro Twp., Cumberland County
My Commission Expires July 14, 2010
Member, Pennsylvania Association of Notaries

RECEIVED
APR 28 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: FUTURA, INC

Project Address (Location) 3882 WEST SAHARA AVE

Project Name FUTURA ENVIA **Proposed Use** CHECK CASHING

Assessor's Parcel #(s) 162-06813005 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER THRIFTY PAYLESS, INC. **Contact** I. LAWRENCE GELMAN

Address P. O. Box 3165 **Phone:** 717-975-5717 **Fax:** 717-975-5952

City HARRISBURG **State** PA **Zip** 17105

E-mail Address _____

APPLICANT FUTURA ENVIA **Contact** MRS. ROSAURA OIRTEGA

Address 3882 WEST SAHARA AVE **Phone:** (971) 235-4884 **Fax:** (503) 693-4600

City LAS VEGAS **State** NV **Zip** 89102

E-mail Address rortega@futuraenvia.com

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* By: _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name I. Lawrence Gelman
Vice President

Subscribed and sworn before me

This 14th day of April, 20 10.

_____

Notary Public in and for said County and State

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Melissa H. Twardzik, Notary Public
East Pennsboro Twp., Cumberland County
My Commission Expires July 14, 2010
Member, Pennsylvania Association of Notaries

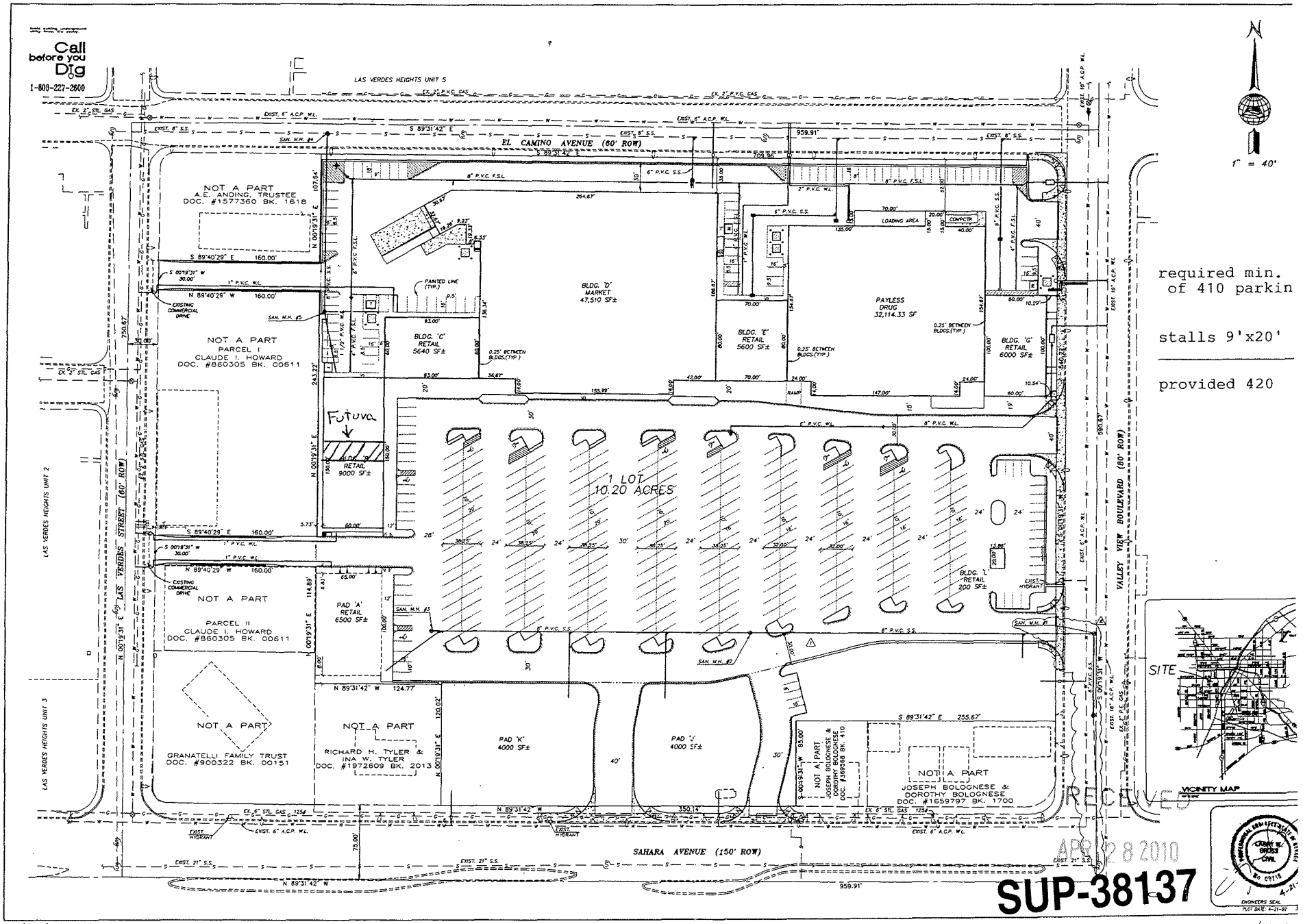
FOR DEPARTMENT USE ONLY

Case #	SUP-38137
Meeting Date:	6/24/10
Total Fee:	1030.00
Date Received:*	4/28
Received By:	MREX

*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



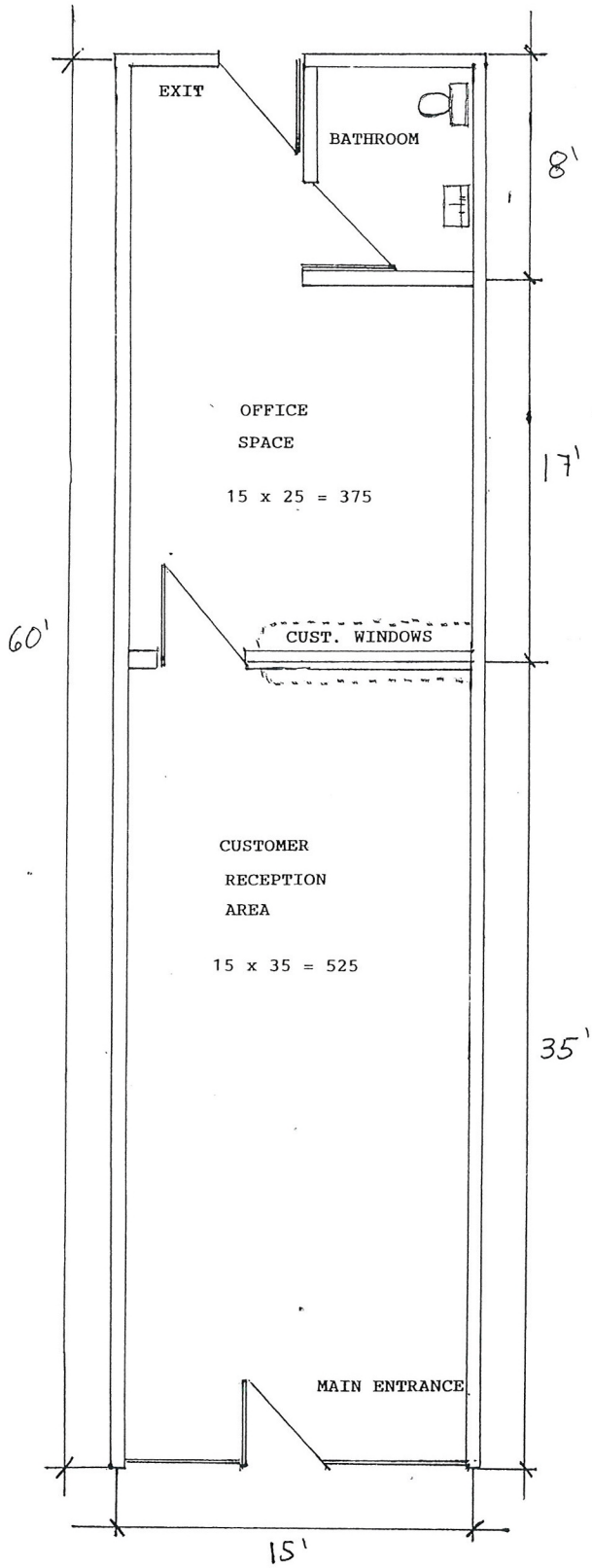
required min. of 410 parkin

stalls 9'x20'

provided 420

23337

4-2-10



FUTURA ENVIA

3882 W. SAHARA AVE.

LAS VEGAS, NV 89102

RECEIVED

APR 28 2010

SUP-38137



SUP-38137 – APPLICANT: FUTURA ENVIA, INC. - OWNER: THRIFTY PAYLESS, INC.
3882 WEST SAHARA AVENUE

05/20/10



SUP-38137 – APPLICANT: FUTURA ENVIA, INC. - OWNER: THRIFTY PAYLESS, INC.
3882 WEST SAHARA AVENUE

05/20/10

Futura, Inc.
331 S.E. 10th Ave.
Hillsboro, OR 97123
tel: 1-888-744-1616
503-693-1616
fax: 1-877-977-4600
503-693-4600

FUTURA

April 6, 2010

JUSTIFICATION LETTER

City of Las Vegas
Case Planning
Planning & Development Department
731 S 4th St.
Las Vegas, NV 89101

RE: Branch Location – **Futura Envia**
3882 W. Sahara
Las Vegas, NV 89102

Dear Planning Commission:

As President of Futura Envia, with Corporate Office located at 331 SE 10th Ave., Hillsboro, Oregon 97123, I am writing this JUSTIFICATION LETTER, to express our business reasons for the application of this **Special Use Permit for Check Cashing** at the above mentioned property. **Futura is currently licensed by the Department of Financial Institutions as a Money Transmitter, and Check Casher** and is licensed by the City of Reno and Sparks as an Authorized Check Casher. Futura is also an Authorized Delegate of Money Gram, for which we offer through them the sale of money orders and bill payment services. Our customers constantly walk into our business with their payroll checks expecting to cash and use the funds to pay bills, purchase money orders to pay for their rent and even wire money to their families abroad.

Our current **neighbors "Food 4 Less"**, constantly send their customers to our office to try to cash their payroll checks in order to purchase produce. Since this is not possible, customers have to go elsewhere for their shopping, affecting all businesses in this shopping area. We strongly believe that being able to provide this check cashing service to our customers will help us create a more stable and profitable environment for all the businesses in this shopping area because it will help us maintain our local customers. Our company is dedicated to providing the best service to our customers and plans to cash **only payroll checks** (no third party, personal or out of state checks).

RECEIVED
MAY 19 2010

Su dinero en buenas manos...

SUP-38137
REVISED

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

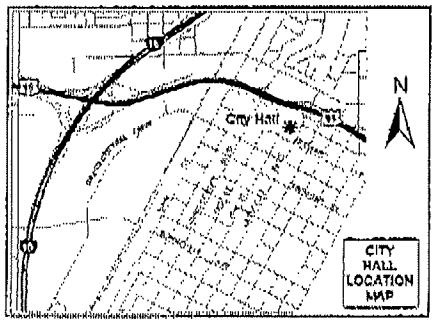
382-4803

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUL 08 2010
MAILED FROM ZIPCODE 89101

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38137

City Council Meeting of 7/21/2010

FOYT ELIZABETH ANN
2216 PLAZA DEL PRADO
LAS VEGAS NV 89102-3914

APN#16205412006

RECEIVED
CITY CLERK
2010 JUL 12 P 12:40

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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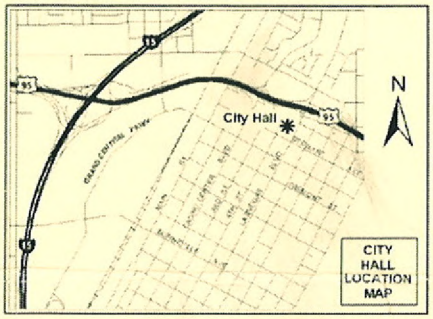
JUL 08 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



XX LAS VEGAS NV 890 07-09-10

2010 JUL 15 A 11:01

RECEIVED
CITY CLERK

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

Tragic if you allow an outlet for substandard loans within 60 feet of a residence. Do we really need another pay day loan outlet — no!

SUP-38137
City Council Meeting of 7/21/2010

MITCHELL LOUIS A & NORMA B
3434 WILD BUCK RUN
TEMPLE TX 76502-5488

APN#16205411003

Submitted after final agenda

Date 7/15/10 Item 98

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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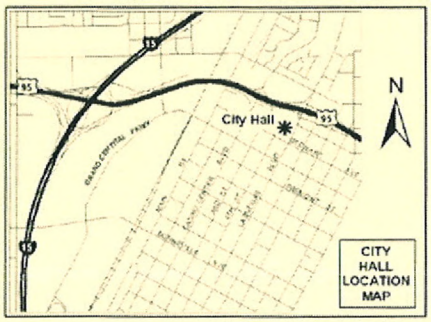
JUL 08 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38137
City Council Meeting of 7/21/2010

RECEIVED
2010 JUL 19 A 11:21
CITY CLERK

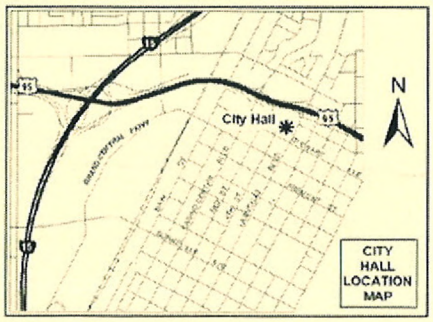
BADILLO-CORDOBA CELESTINO E
3805 EL JARDIN AVE
LAS VEGAS NV 89102-3891

APN#16206712055

Submitted after meeting
Date 7/19/10 Item 98

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38137

City Council Meeting of 7/21/2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.41⁴
0004279218 JUL 08 2010
MAILED FROM ZIPCODE 89101

2010 JUL 20 P 1:08

RECEIVED
CITY CLERK

MCMANUS JAMIE
2113 PLAZA DEL DIOS
LAS VEGAS NV 89102-8985

APN#16205314052

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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$ 00.41⁴
JUL 08 2010
MAILED FROM ZIP CODE 89101

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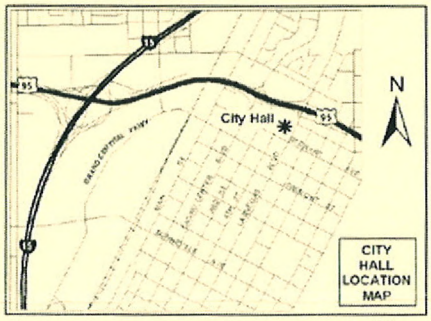
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38137
City Council Meeting of 7/21/2010

RECEIVED
CITY CLERK
2010 JUL 16 P 1:22

CASTRICONE FAMILY TRUST
CASTRICONE RICHARD & GLORIA TRS
4017 EL CAMINO AVE
LAS VEGAS NV 89102-3601

APN#16206810106

to: LOIS TARKANIA
FAX: 385-7268

August 8, 2010

FUTURA

Futura, Inc.
331 S.E. 10th Ave
Hillsboro, OR 97123
tel: 1-888-744-1616
503-693-1616
fax: 1-877-977-4600
503-693-4600

Elizabeth Ann Foyt
2116 Plaza Del Prado
Las Vegas, NV 89102-3914

Protest

Re: SUP-38137

Dear Residents:

As President of Futura Envia, with Corporate Office located at 331 SE 10th Ave. Hillsboro, OR.97123, I am writing to you to clarify the services we currently offer at our location listed above.

1) Money orders & bill pay, money wiring service through our Moneygram provider.
2) Money wiring internationally through our Uniteller provider.

The extra service that we are applying for to offer our customers is "CHECK CASHING OF PAYROLL CHECKS ONLY". This is an extra service that our customers have been requesting in order to cash their payroll checks to purchase money orders to pay for rent and bills and or wire money to their families abroad. Futura WILL NOT cash personal, third party or government checks and DOES NOT PROVIDE "Payday Advances or Loan Services" of any kind.

We strongly believe this service would also benefit this shopping center because it would allow our customers to find all services in one place and be able to do their shopping here instead of traveling elsewhere.

I would also like to mention that the Planning Department approved our petition with a clarification in writing that we will NOT conduct PAYDAY LOAN SERVICES OF ANY KIND, strictly cash payroll checks only. Now it is up to you and the City Council to approve this service.

I am respectfully asking that you please reconsider your approval on this petition and contact your local Councilwoman Lois Tarkanian (Ward 1) to approve our request for "Check Cashing Service".

You may do so by signing this letter and return via fax to the number listed. Your assistance and approval on this matter is truly appreciated.

Sincerely,

Rosaura Ortega
President

Please contact your Council Representative either by phone (702) 229-6405 or Fax (702) 385-7268.

I support this request ____

I oppose this request X

RECEIVED
CITY CLERK
2010 AUG 17 P 2:57

Lois — I am totally AGAINST having this business in my neighborhood. VOTE NO!
Elizabeth Foyt

Submitted after final agenda
Date 8/17/10 Item 92

RECEIVED
CITY CLERK

FUTURA

2010 AUG 13 P 3:48

August 8, 2010

Futura, Inc.
331 S.E. 10th Ave.
Hillsboro, OR 97123
tel: 1-888-744-1616
503-693-1616
fax: 1-877-977-4600
503-693-4600

Charleston Neighborhood Preservation
June Ingram, President

Fax: 702-877-2438

Re: SUP-38137

Support

Dear Residents:

As President of Futura Envia, with Corporate Office located at 331 SE 10th Ave. Hillsboro, OR.97123, I am writing to you to clarify the services we currently offer at our location listed above.

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Sincerely,

Rosaura Ortega
President

Please contact your Council Representative either by phone (702) 229-6405 or Fax (702) 385-7268.

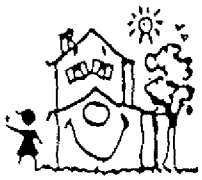
I support this request X June Ingram Board

I oppose this request_____

RECEIVED
AUG 12 2010

www.futuraenvia.com

Submitted after final agenda
Date 8/16/2010 Item #92



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 Whaan-Jean Withers-Others

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

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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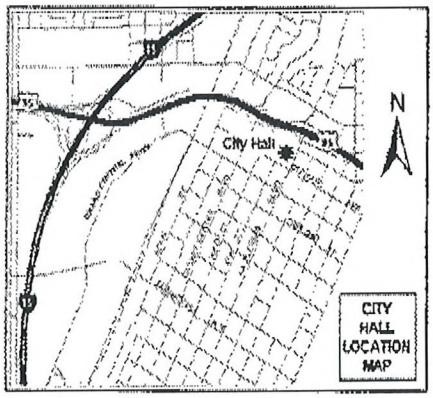
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38137
Planning Commission Meeting of 6/24/2010

Case: SUP-38137
16206810001
DOWNS DOROTHY C
2221 LOS ALTOS ST
LAS VEGAS NV 89102-3775

RECEIVED
JUN 15 2010

28P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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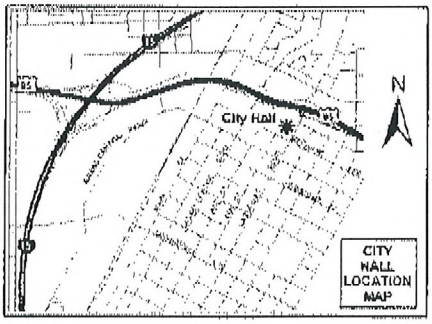

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38137

Planning Commission Meeting of 6/24/2010

RECEIVED
JUN 14 2010

385-7268

Case: SUP-38137

16205412006
FOYT ELIZABETH ANN
2216 PLAZA DEL PRADO
LAS VEGAS NV 89102-3914

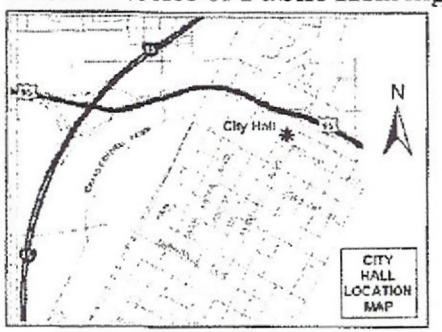
28P

06/13/2010 22:09 7022581933 ELIZABETH EOY PAGE 01/01

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38137

Planning Commission Meeting of 6/24/2010

Case: SUP-38137

16207514033
OLIVERIO BIAGIO & JOSEPHINE
32 TIMBER RIDGWAY
CALGARY AB T3R 1B9
CANADA 00000-0000

RECEIVED
JUN 23 2010

Submitted after final agenda
Date 6/23/10 Item 28

23 Jun 10 08:54a

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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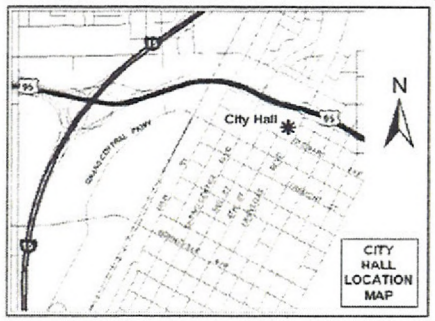

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38137

Planning Commission Meeting of 6/24/2010

RECEIVED
10 JUN 21 PM 4:16
PLANNING & DEVELOPMENT

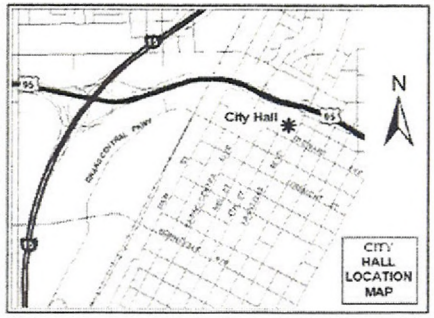
Case: SUP-38137

16206711106
DELGADO JOSE G & MARTHA N
3709 EL PARQUE AVE
LAS VEGAS NV 89102-3806

Submitted after final agenda
Date
Item 28

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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SUP-38137

Planning Commission Meeting of 6/24/2010

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MAILED FROM ZIP CODE 89101

XX LAS VEGAS NV 890 06-12-10

RECEIVED
JUN 18 2010

Case: SUP-38137
16205411003
MITCHELL LOUIS A & NORMA B
3434 WILD BUCK RUN
TEMPLE TX 76502-5488

DAVDS11 76502

Submitted after final agenda
Date
Item 28

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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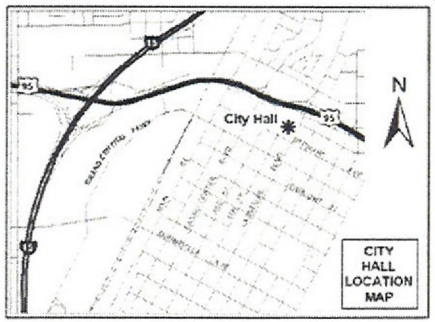

Maybe "A FINANCIAL INST." WILL END UP WORSE THAN WHAT'S THERE NOW. NO

RECEIVED
JUN 17 2010

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SUP-38137
Planning Commission Meeting of 6/24/2010

Case: SUP-38137
16206810011
SAYCICH JOHN M & LILLIAN FAM TR
2116 LOS ALTOS ST
LAS VEGAS NV 89102-3772

Submitted after final agenda
Date
Item 28P

CHARLESTON NEIGHBORHOOD
PRESERVATION

"Doing things today that will improve tomorrow"

Phone/Fax: 702-877-2438

DATE: June 21, 2010
TO: CLV PLANNING COMMISSIONERS!
FROM: Charleston Neighborhood Preservation
RE: Selected items from June 24, 2010 CLV Planning Commission Agenda

We understand that all LV Planning Commission actions may set a precedent for any and all actions within our City of Las Vegas, Nevada boundaries, therefore imposing a direct impact upon ALL wards.

#24. SUP-38194 related to VAR-38 – We ask that NO be the vote on this SUP because of the THREE waivers:
1) the 340 ft. distance from a residential zone where residents are assured of a 400 ft. distance,
2) the 638 ft. variance from code in the distance required from an existing massage establishment, AND
3) the 20 ft. variance requested from the required distance of 80 ft from access to the site!
We know these measurements were not arbitrarily established for the protection of residents as well as the business person and ask that we respect them.

#28. SUP-38137 – NO is the vote we request for this business in this location because of the permanent effect such waivers have throughout the city. Does money override code and ordinances? Can a homebuyer trust such?
1)The 140 ft. waiver in separation distance from residential use is good governing?
2)the 180 ft. waiver from a Financial Institution surely is a detriment to the established business, AND
3) the 600 ft variance in the required square feet of floor area will forever, within our city boundaries, encourage even smaller, 'hole in the wall' Financial Institutions.

With both #24 and #28, the door is open for 4 plus waivers which certainly is lowering the standards of the "WORLD CLASS" image mentioned as a quality for our city.

Appreciating your challenging position,

June Ingram, President and BOARD

June
C N P

RECEIVED
10 JUN 22 AM 8:22
PLANNING AND DEVELOPMENT

Submitted after final agenda
Date Item 28

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
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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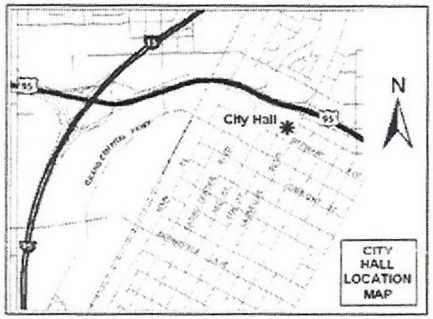

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38137
Planning Commission Meeting of 6/24/2010

RECEIVED
JUN 17 2010

Case: SUP-38137

16205410005
LYONS EILEEN J
2120 PLAZA DEL DIOS
LAS VEGAS NV 89102-3973

Submitted after final agenda
Date
Item 28 A

City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

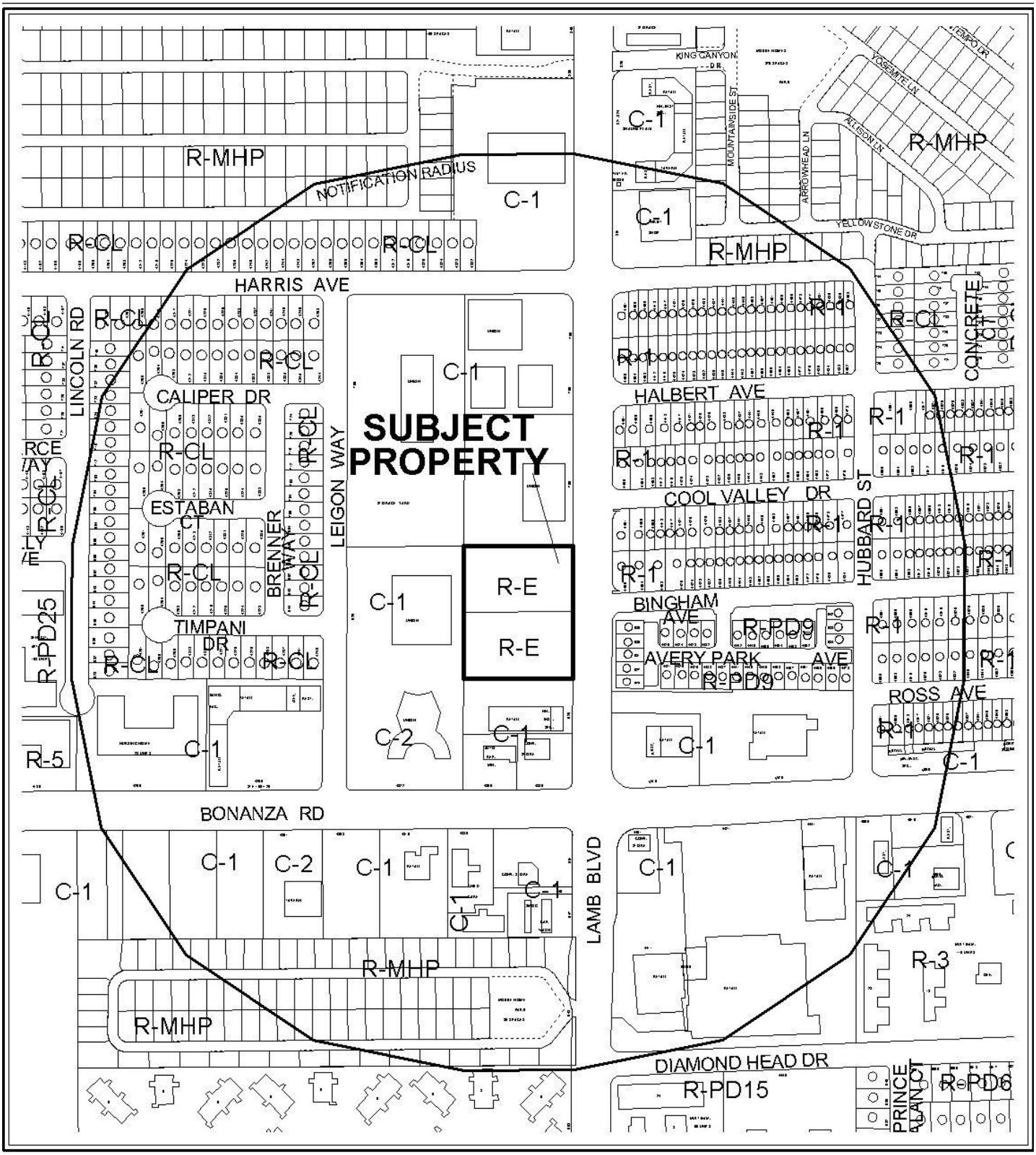
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-38618 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: TEAMSTERS LOCAL UNION 631 - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: C-1 (LIMITED COMMERCIAL) on 2.14 acres adjacent to the west side of Lamb Boulevard, approximately 285 feet north of Bonanza Road (APNs 140-30-803-006 and 007), Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the July 29, 2010 Planning Commission Meeting Item ZON-38618



0 300 600 Feet

CASE: **ZON-38618**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

CASE: **ZON-38618**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: TEAMSTERS LOCAL UNION 631

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ZON-38618	Staff recommends APPROVAL.	

SS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site consists of two undeveloped parcels totaling 2.14 acres on the west side of Lamb Boulevard, approximately 285 feet north of Bonanza Road. The two parcels are currently zoned R-E (Residence Estates) and are bound by commercial properties to the north, south and west. The applicant is requesting a Rezoning from R-E (Residence Estates) to C-1 (Limited Commercial) on these parcels that will be in conformance with the existing General Plan designation of SC (Service Commercial) and allow for similar commercial uses on the site. Because the proposed C-1 (Limited Commercial) zoning district conforms to the existing SC (Service Commercial) General Plan designation for the site and the commercial uses that would be allowed on the site as a result of rezoning are appropriate for the area, staff recommends approval. If denied, the site will remain zoned R-E (Residence Estates), the zoning designation will remain inconsistent with the existing land use designation and no commercial uses may exist on the property except for those allowed by Title 19.

ISSUES

- The current General Plan is SC (Service Commercial). Rezoning to C-1 (Limited Commercial) will allow for conformance with the General Plan.
- This segment of Lamb Boulevard is in a high traffic area and is more appropriate for commercial uses than residential uses.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/11/05	Code Enforcement processed a case (#35241) concerning litter, overgrown weeds, trash and debris on APN 140-30-803-007. The case was resolved by Code Enforcement on 10/25/05.
11/07/06	Code Enforcement processed a case (#47781) concerning graffiti on APN 140-30-803-007. The case was resolved by Code Enforcement on 11/13/06.
11/13/06	Code Enforcement processed a case (#47889) concerning graffiti on the rear wall on APN 140-30-803-006. The case was resolved by Code Enforcement on 11/27/06.
11/20/06	Code Enforcement processed a case (#48091) concerning graffiti on a block wall in the vacant lot adjacent to 700 North Lamb Boulevard. The case was resolved by Code Enforcement on 11/27/06.
04/10/09	Code Enforcement processed a case (#76646) concerning dumping of trash and debris, homeless camps and signs stored at the rear of APN 140-30-803-007. The case was resolved by Code Enforcement on 05/02/09.
07/29/10	The Planning Commission voted (7-0) to recommend APPROVAL (PC Agenda Item #15/ss).

Most Recent Change of Ownership	
07/17/97	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
03/19/97	A building permit (#97005516) was issued for an office building and meeting hall at 700 North Lamb Boulevard, north of the subject site. A final inspection was completed 12/09/97.

Pre-Application Meeting
A pre-application meeting was not held for this item. However, staff reviewed the applicant's request prior to submittal and authorized the submittal.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
06/24/10	A field check was conducted on the subject site, with the following items noted: • The site is undeveloped. • There are some construction materials and heavy machinery located in the northwest portion of the site, as well as some debris. • There is a non-commercial on-premise pylon sign located on the subject site facing Lamb Boulevard that contains graffiti.

Details of Application Request	
Site Area	
Net Acres	2.14

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	SC (Service Commercial)	R-E (Residence Estates)
North	Office	SC (Service Commercial)	C-1 (Limited Commercial)
South	General Retail	SC (Service Commercial)	C-1 (Limited Commercial)

East	Single Family Dwelling, Detached	MLA (Medium-Low Attached Density Residential)	R-PD9 (Residential Planned Development – 9 Units per Acre)
	Single Family Dwelling, Detached	ML (Medium-Low Density Residential)	R-1 (Single Family Residential)
West	Trade School	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

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following development standards apply to the subject site:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	N/A	46,609 SF	N/A
Min. Lot Width	100 Feet	165 Feet	Y
Min. Setbacks:			
• Front	20 Feet	N/A	N/A
• Side	10 Feet	N/A	N/A
• Rear	20 Feet	N/A	N/A
Max. Lot Coverage	50%	N/A	N/A
Max. Building Height	No maximum	N/A	N/A

Existing Zoning	***Permitted Density***	***Units Allowed***
R-E (Residence Estates)	2.18 du/ac	4
Proposed Zoning	***Permitted Density***	***Units Allowed***
C-1 (Limited Commercial)	N/A	N/A
General Plan	***Permitted Density***	***Units Allowed***
SC (Service Commercial)	N/A	N/A

ANALYSIS

If approved, this request would rezone the subject site from R-E (Residence Estates) to C-1 (Limited Commercial). The proposed rezoning would conform to the existing SC (Service Commercial) General Plan land use designation on this lot. Rezoning of this lot is appropriate, as this segment of Lamb Boulevard, an arterial street, is no longer suitable for continuation of low density residential uses due to increased traffic volumes. In addition, all other lots on this block have been zoned for commercial uses since 2000; therefore, the proposed zoning would be compatible with surrounding zoning districts and land uses. Staff therefore recommends approval.

FINDINGS (ZON-38618)

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed Rezoning to C-1 (Limited Commercial) will bring the subject properties into conformance with the Southeast Sector Plan of the General Plan, which currently designates the properties SC (Service Commercial).

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The uses allowed in the proposed C-1 (Limited Commercial) District are appropriate for this area, which is developed with predominantly retail and office commercial uses also zoned C-1 (Limited Commercial), especially on the west side of Lamb Boulevard.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   The undeveloped subject parcels are sandwiched between developed commercial properties, and rezoning would allow for commercial development of the site consistent with the neighboring parcels.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   Lamb Boulevard, a 100-foot Primary Arterial street, provides access to the properties. This street provides adequate capacity to meet the needs of development on the subject parcels.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

NOTICES MAILED 1,010 (By City Clerk)

APPROVALS 2

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-38618** APN: 140-30-803-006 and 007

Name of Property Owner: Teamsters Local Union 631

Name of Applicant: Teamsters Local Union 631

Name of Representative: Aptus Architecture

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: John Phillipenas

Print Name: John Phillipenas

Subscribed and sworn before me

This 24th day of June, 2010

Marlene A Garcia

Notary Public in and for said County and State

MARLENE A GARCIA
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 04-90952-1
MY APPT. EXPIRES SEPTEMBER 19, 2012

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Rezoning R-E (Residence Estates) to C-1 (Limited Commercial)

Project Address (Location) w/s Lamb Boulevard north of Bonanza Road

Project Name Teamsters Local Union 631 Training Center **Proposed Use** Trade School

Assessor's Parcel #(s) 140-30-803-006 and 007 **Ward #** 3

General Plan: existing SC proposed SC **Zoning:** existing R-E proposed C-1

Commercial Square Footage 45,000 s.f. **Floor Area Ratio** 0.48

Gross Acres 2.14 **Lots/Units** n/a **Density** n/a

Additional Information

PROPERTY OWNER Teamsters Local Union 631 **Contact** Steve LoPresti

Address 700 N. Lamb Boulevard **Phone:** (702) 430-5033 **Fax:** (702) 437-7283

City Las Vegas **State** NV **Zip** 89110

E-mail Address stevel@teamsters631.com

APPLICANT Teamsters Local Union 631 **Contact** Steve LoPresti

Address 700 N. Lamb Boulevard **Phone:** (702) 430-5033 **Fax:** (702) 437-7283

City Las Vegas **State** NV **Zip** 89110

E-mail Address stevel@teamsters631.com

REPRESENTATIVE Aptus Architecture **Contact** Gary Leobold

Address 1200 S. 4th Street, Suite 206 **Phone:** (702) 985-4885 **Fax:** (888) 867-6909

City Las Vegas **State** NV **Zip** 89104

E-mail Address gary@aptusgroup.com

Property Owner Signature* John Phillipenas

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name John Phillipenas

Subscribed and sworn before me

This 24 day of June, 2010.

Marlene A Garcia

Notary Public in and for said County and State

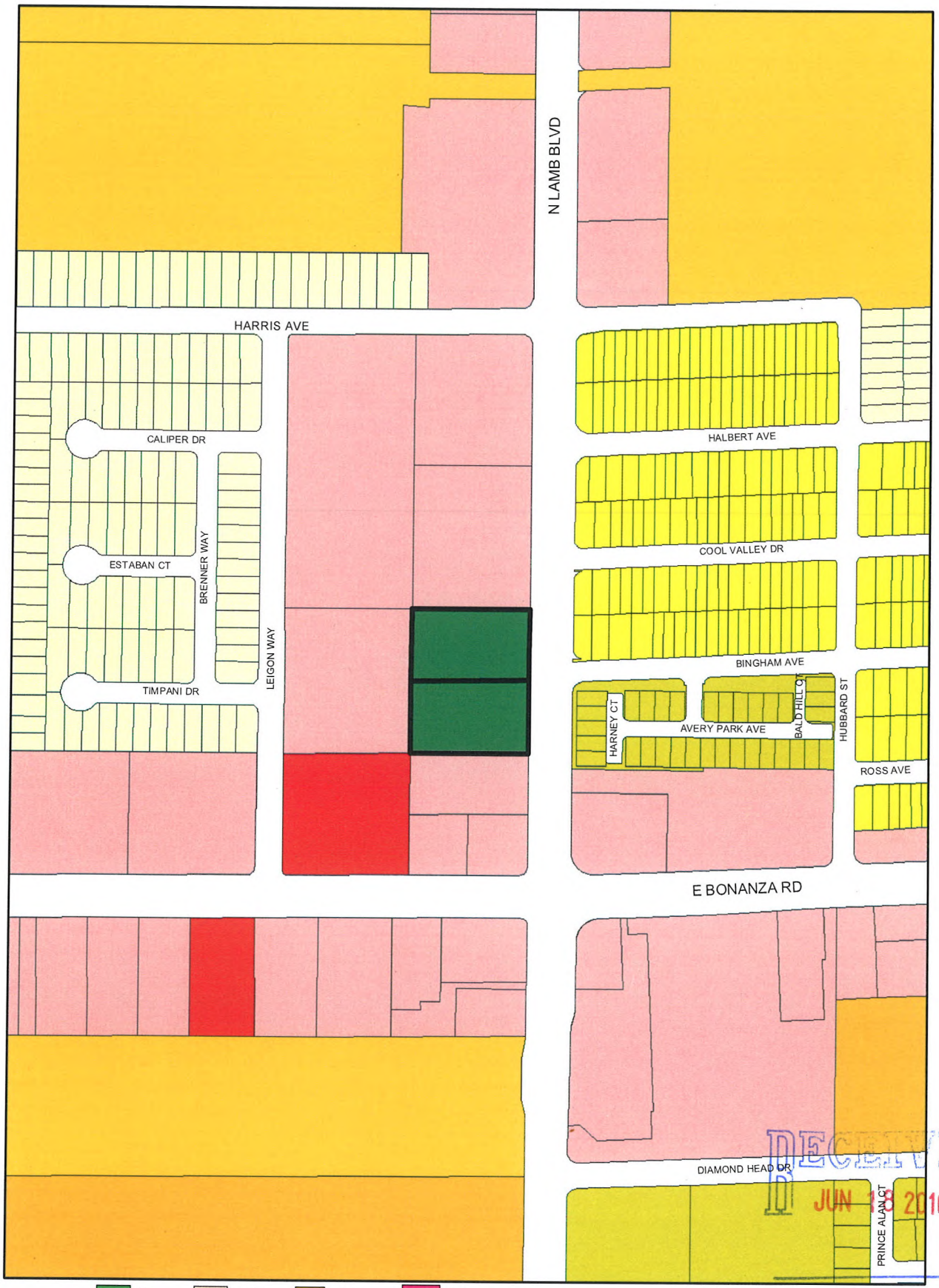
MARLENE A GARCIA
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 04-90952-1
MY APPT. EXPIRES SEPTEMBER 19, 2012

FOR DEPARTMENT USE ONLY

Case #	ZON-38618
Meeting Date:	7/29/10
Total Fee:	$1200.00
Date Received:*	7/1/10
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.

REZONING Parcel: 140-30-803-006 and 140-30-803-007



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JUN 18 2010

ZONING

U	R-MH	R-MHP	PD		
R-A	R-CL	P-R	T-D		
R-E	R-2	N-S	TC		
R-D	R-3	O	C-2		
R-PD	R-4	C-D	C-M		
R-1	R-5	C-1	M		
C-V					
C-PB					
P-C					

ZON-38618
REVISED

From R-E TO C-1

Data Current as of: June 18 2010

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



ZON-38618 – APPLICANT/OWNER: TEAMSTERS LOCAL UNION 631
WEST SIDE OF LAMB BOULEVARD, NORTH OF BONANZA ROAD

06/24/10



ZON-38618 – APPLICANT/OWNER: TEAMSTERS LOCAL UNION 631
WEST SIDE OF LAMB BOULEVARD, NORTH OF BONANZA ROAD

06/24/10



ZON-38618 – APPLICANT/OWNER: TEAMSTERS LOCAL UNION 631
WEST SIDE OF LAMB BOULEVARD, NORTH OF BONANZA ROAD

06/24/10



ZON-38618 – APPLICANT/OWNER: TEAMSTERS LOCAL UNION 631
WEST SIDE OF LAMB BOULEVARD, NORTH OF BONANZA ROAD

06/24/10

APTUS Architecture

June 18, 2010

City of Las Vegas
Planning and Development Department
731 S. 4th Street
Las Vegas, Nevada
89101

RE: APN: 140-30-803-006 and 007
Rezoning Application

Dear Staff:

Our client, Teamsters Union Local 631, owns two contiguous properties immediately to the south of their business offices located at 700 N. Lamb Boulevard. These undeveloped properties are currently unaddressed and are legally described as APN 140-30-803-006 and 007.

The 2.14-acre subject site is currently designated as Service Commercial in the City's General Plan. We wish to apply for a conforming rezoning from R-E (Residence Estates) to C-1 (Limited Commercial). We respectfully request that this rezoning application be considered by Planning Commission on July 29 and by City Council on September 1.

Approval of this rezoning will enable the owners to seek approval of a Site Development Plan Review for a training center on the subject site. This facility would enable the Union to train employees of the companies that employ union workers in the assembly and disassembly of convention center displays and signage. Such a project would be considered as a Trade School per Title 19. This use is a Permitted Use in the C-1 District, and as such would be consistent with the General Plan and with Title 19.

This project will be funded in part by a HUD Economic Development Initiative Grant, and will enable the Union to provide a more effective and efficient training service to its members than is currently provided in leased accommodations across the City. It is a logical and compatible addition to this immediate area, which features a number of labor union offices, such as the Plumbers and Pipefitters, the IBEW and the teamsters, as well as the individual training centers for these unions.

Thank you for your assistance and cooperation in making this quality project a reality.

Respectfully submitted,

Gary Leobold, AICP
Aptus Architecture

Attachments

RECEIVED
JUN 18 2010
City of Las Vegas

ZON-38618

1200 South 4th Street, Suite 206, Las Vegas, Nevada 89104 P 702.839.1200 F 702.839.1213 www.aptusarchitecture.com

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

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: ***ZON-38618 - APPLICANT/OWNER: TEAMSTERS LOCAL UNION 631***

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***JULY 29, 2010*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney at (702) 385-7268***. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM *JULY 28, 2010*.

SLPT — July 23, 2010

Signature — Date

Steve LoPresti

Please Print Name

Teamsters Local 631

Company Name

Sincerely,

RECEIVED
JUN 26 2010

Steve Gebeke
Planning Supervisor
Case Planning Division

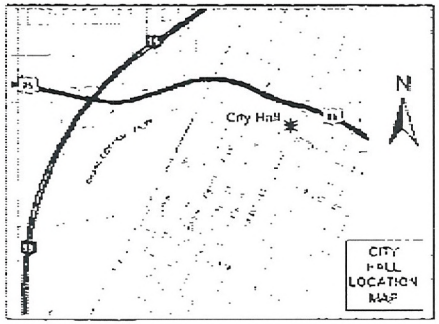
Submitted after final agenda
Date Item 15

Jul 20 10 01:28p Diana 7026337302 p.1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-38618

Planning Commission Meeting of 7/29/2010

Case: ZON-38618

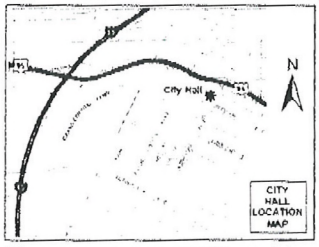
14030812012
MORALES DIANA DEL BOSQUE
4245 HARRIS AVE
LAS VEGAS NV 89110-2228

RECEIVED
JUN 20 2010

154

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-38618
Planning Commission Meeting of 7/29/2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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MAILED FROM ZIP CODE 89101

RECEIVED
JUN 19 2010

ZON-38618 Occupant
The Highlands Mobile Home Park
830 Lamb Boulevard, Space 148
Las Vegas, Nevada 89110

15A

City of Las Vegas Agenda Item No.: **83.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

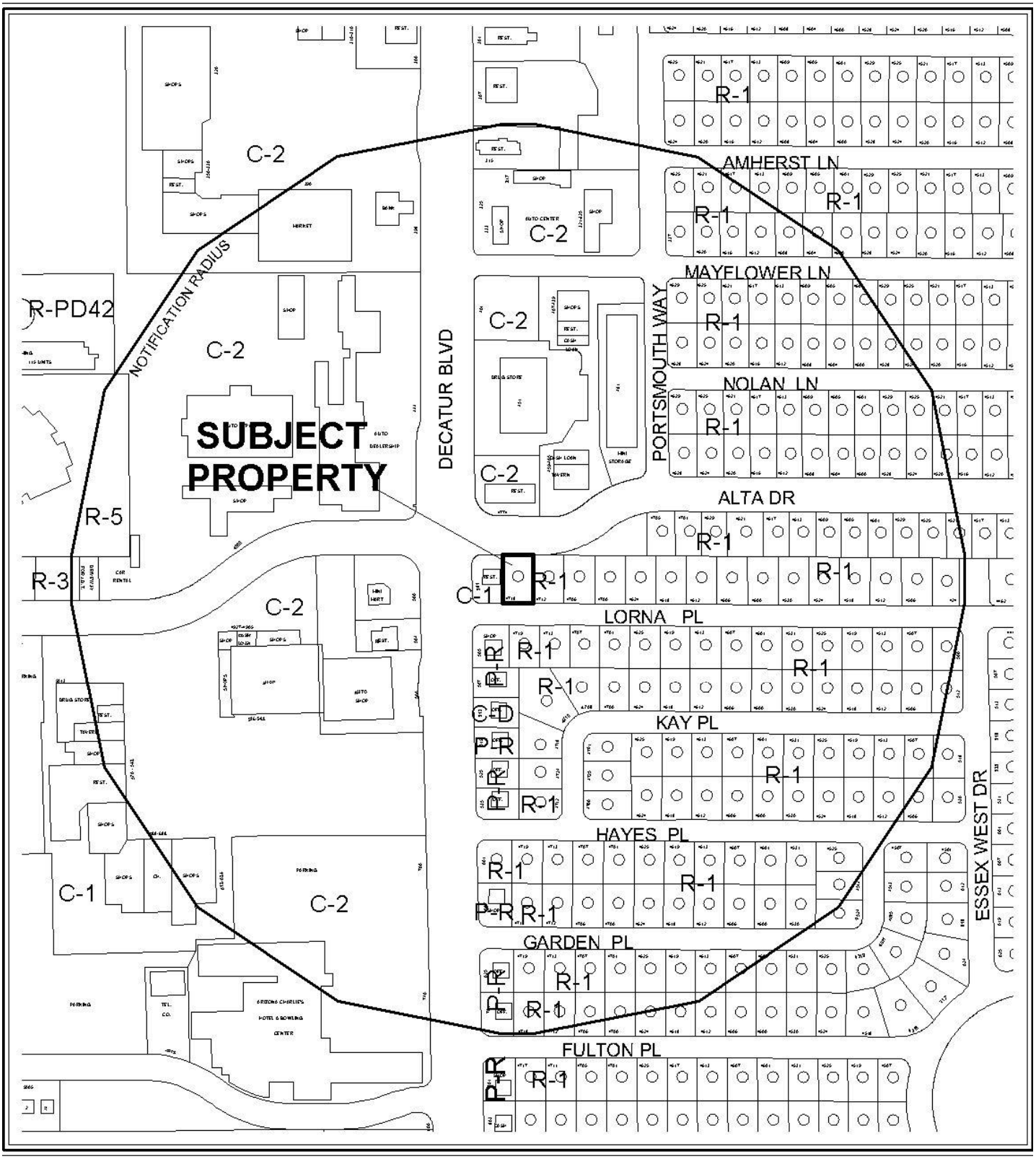
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-38328 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: KOHAVA AND AZRIKAM COHEN - Request for a Variance TO ALLOW A FOUR-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED FOR AN EXISTING ENCLOSED ATTACHED CARPORT on 0.18 acres at 4718 Lorna Place (APN 139-31-310-002), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends 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 July 29, 2010 Planning Commission Meeting Item VAR-38328



0 300 600 Feet

CASE: **VAR-38328**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N



CASE: **VAR-38328**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

0 300 600 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: KOHAVA AND AZRIKAM COHEN

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-38328	Staff recommends DENIAL, if approved subject to conditions:	NA

** CONDITIONS **

VAR-38328 CONDITIONS

Planning and Development

1. This approval shall be void two years from the date of final approval, unless a final inspection has been approved. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. 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.

3. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

YK/MH

Staff Report Page One
September 1, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This application is a request for a Variance to allow an existing enclosed carport to have a four-foot side yard setback where five feet is required for a single-family residence at 4718 Lorna Place. There is no new roof line with this request as the applicant has enclosed the previously existing carport. Staff recommends denial as this a self-imposed hardship. If denied, the applicant will be required to return the carport to its original permitted condition.

ISSUES

- The side yard setback Variance request equals a 20% deviation from standard code setback of 5 feet.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/27/10	Code Enforcement Case #85788 was opened for inoperable vehicles on the front yard along with Trash and Debris. This case remains open.
07/23/10	Code Enforcement Case #85788 was closed with notes indicating that the owner was in compliance and passed inspection.
07/29/10	The Planning Commission voted (6-1/gf) to recommend APPROVAL (PC Agenda Item #30/mh/yk).

Most Recent Change of Ownership	
10/20/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
05/04/10	A Building Permit (#162302) was issued for a Storage Shed. This permit has not been finalized.
05/19/10	A Building Permit (#163403) was issued for a sewer tie in. This permit has not been finalized.
06/30/10	A Building Permit (#166465) was issued for a new waste drain and sewer tie in. This permit has not been finalized.

Pre-Application Meeting	
05/13/10	A pre-application meeting was held with CLV staff to discuss the applicant's interest in pursuing a Variance from the Title 19.08.040 Residential Development Standards: • The applicant stated there was a previous carport on the subject site later was enclosed. • The applicant asked the previous owner to construct the existing wall before leaving. • The wall is composed of 5/8 sheathing w/ cement concrete on the outside. Applicant thinks wall is fire rated. • The applicant is not sure when previous owner built wall or if permits were obtained. • The existing eave projects out 1'-6" all the way around the existing structure. • The roofline of the existing residence remains unchanged. The previous owner enclosed the carport with out permits; the applicant added the garage door later. • The applicant was advised to discuss construction and permits with Building and Safety.

Neighborhood Meeting
A neighborhood meeting is not required for this type of request nor was one held.

Field Check	
06/29/10	Staff met with the applicant onsite and reviewed the request. It was determined that the roof line has maintained its original condition and that the carport was partially enclosed at the rear with an attached accessory storage unit.
08/17/10	There were no vehicles parked in the dirt, but there were 4 vans/SUV's parked in front of the property with a shopping cart on the ground on the southwest corner of the property.

Details of Application Request	
Site Area	
Net Acres	0.18

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
North	Restaurant with drive through	SC (Service Commercial)	C-2 (General Commercial)
South	Single Family, Detached/Office	L (Low Density Residential)/ O(Office)	R-1 (Single Family Residential)/ P-R (Professional Office & Parking
East	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
West	Restaurant with drive through	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	NA
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District – 175'	X		Y
Trails		X	NA
Rural Preservation Overlay District		X	NA
Las Vegas Redevelopment Plan Area		X	NA
Development Impact Notification Assessment		X	NA
Project of Regional Significance		X	NA

DEVELOPMENT STANDARDS

Pursuant to Title 19.08.040, the following standards apply for the R-1 (Single Family Residential) Zoning District

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	6,500 SF	7,998 SF	Y
Min. Lot Width	65 Feet	72 Feet	Y
Min. Setbacks			
• Front	20 Feet	30 Feet	Y
• Side	5 Feet	4 Feet	N (20% deviation)
• Rear	15 Feet	60 Feet	Y
Max. Lot Coverage	50%	18%	Y
Max. Building Height	2 stories or 35 Feet	14 Feet	Y

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Single Family, Detached	1 Unit	2 Spaces Per Unit	2	0	2	0	Y
TOTAL SPACES REQUIRED			2		2		Y

ANALYSIS

The applicant enclosed the entire carport and installed a garage door without the proper building permits. When an inspection was completed, it was noted that the applicant would need to file a request for a Variance, as the west wall was only 4 feet from the west property line. There was no new foundation or roof line built. The violation is the result of an extension of the existing wall on the carport. Although the applicant claims the enclosure was done to mitigate the noise generated from the commercial property adjacent to the west, this is not a legal justification pursuant to Title 19.18.070 for approval of a Variance request; therefore, staff recommends denial.

FINDINGS (VAR-38328)

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature.

Additionally, Title 19.18.070(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by encroaching 1 foot into the established five-foot side yard setback. The alternative of returning the carport to its original condition would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 20

NOTICES MAILED 204 (By City Clerk)

APPROVALS 3

PROTESTS 0

YK/MH

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-38328** APN: _____

Name of Property Owner: KOHAVA COHEN

Name of Applicant: KOHAVA COHEN

Name of Representative: 4718 LORNA PL. LAS VEGAS NV. 89107

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: _____

RECEIVED
MAY 21 2010

Signature of Property Owner: Kohava Cohen

Print Name: KOHAVA COHEN

Subscribed and sworn before me

This 19th day of May, 20 10

Notary Public in and for said County and State

MICHELE LOWE
Notary Public, State of Nevada
Appointment No. 10-1262-1
My Appt. Expires Aug 27, 2013

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Kohava Cohen / Azrikam Cohen

Project Address (Location) 4718 Lorna Place, 89107

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) ~~139-31-310-002~~ 139-31-310003 **Ward #** 1

General Plan: existing _____ proposed x **Zoning:** existing x proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** 1 **Density** _____

Additional Information _____

PROPERTY OWNER Kohava Cohen / Azrikam Cohen **Contact** 702-433-3400

Address 4718 Lorna Place, 89107 **Phone:** 702-433-3400 **Fax:** _____

City Las Vegas **State** NV **Zip** 89107

E-mail Address aziacc@gmail.com

APPLICANT Kohava Cohen / Azrikam Cohen **Contact** 702-433-3400

Address 4718 Lorna Place **Phone:** 702-433-3400 **Fax:** _____

City Las Vegas **State** NV **Zip** 89107

E-mail Address _____

REPRESENTATIVE Azrikam Cohen **Contact** 702-433-3400

Address 4718 Lorna Place **Phone:** 702-433-3400 **Fax:** _____

City Las Vegas **State** NV **Zip** 89107

E-mail Address aziacc@gmail.com

Property Owner Signature* Kohava Cohen

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Kohava Cohen

Subscribed and sworn before me

This 26th day of April, 20 10.

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
ALEXANDROS CORNEJO
My Appointment Expires
No: 06-105861-1 May 19, 2010

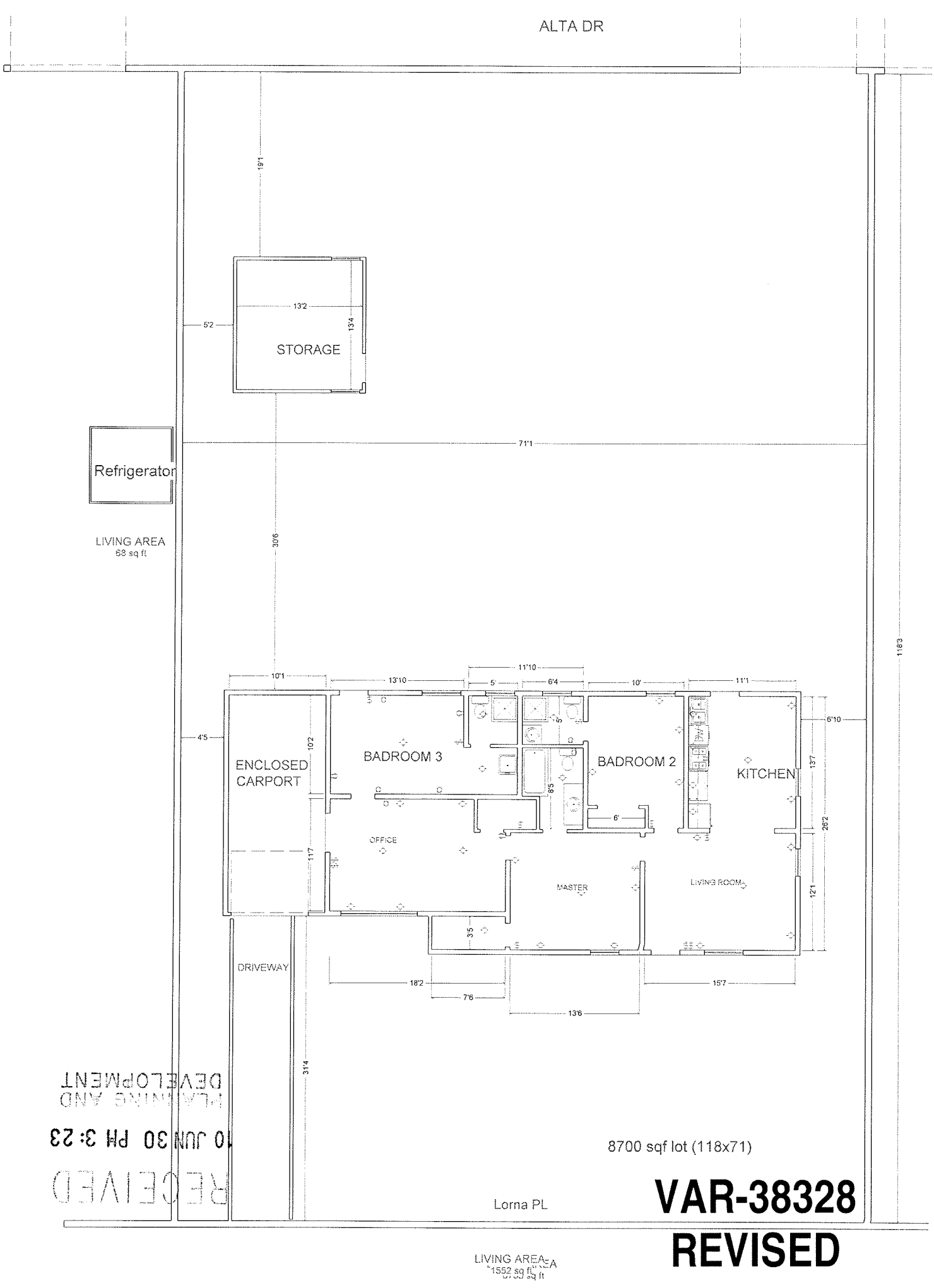
Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	VAR-38328
Meeting Date:	7-29-10
Total Fee:	830.00
Date Received:*	5-21-10
Received By:	FS

*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.

f:\depot\Application Packet\Application Form.pdf



PLANNING AND DEVELOPMENT
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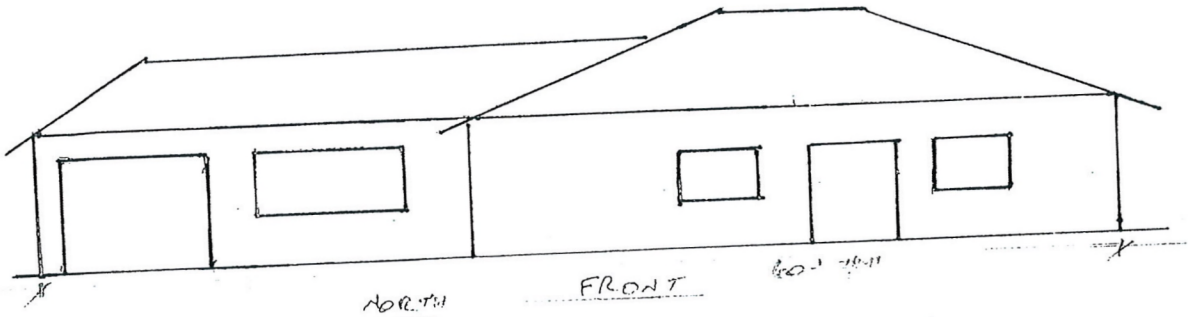
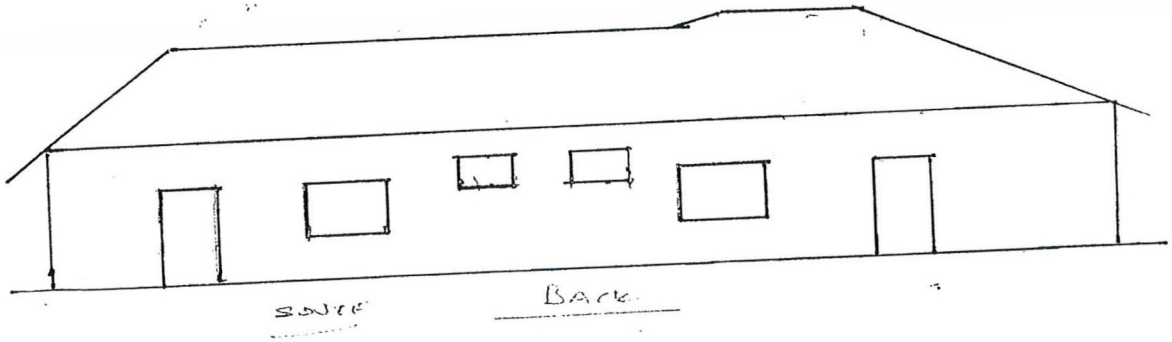
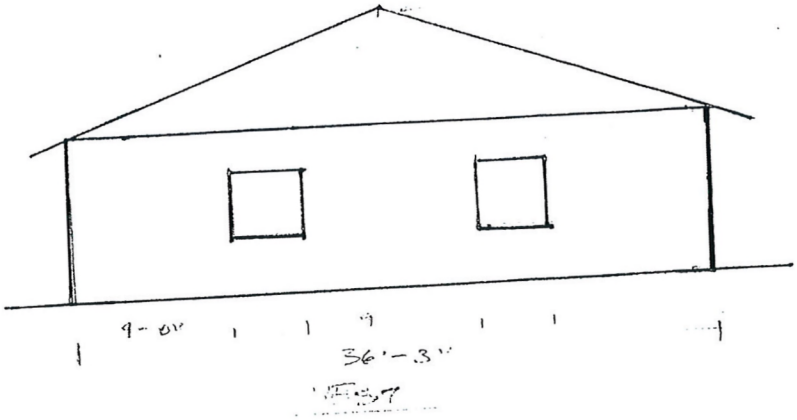
VAR-38328

REVISED







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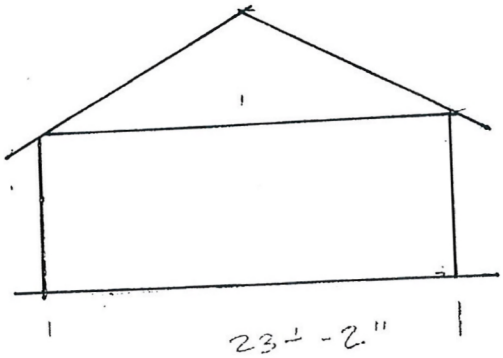

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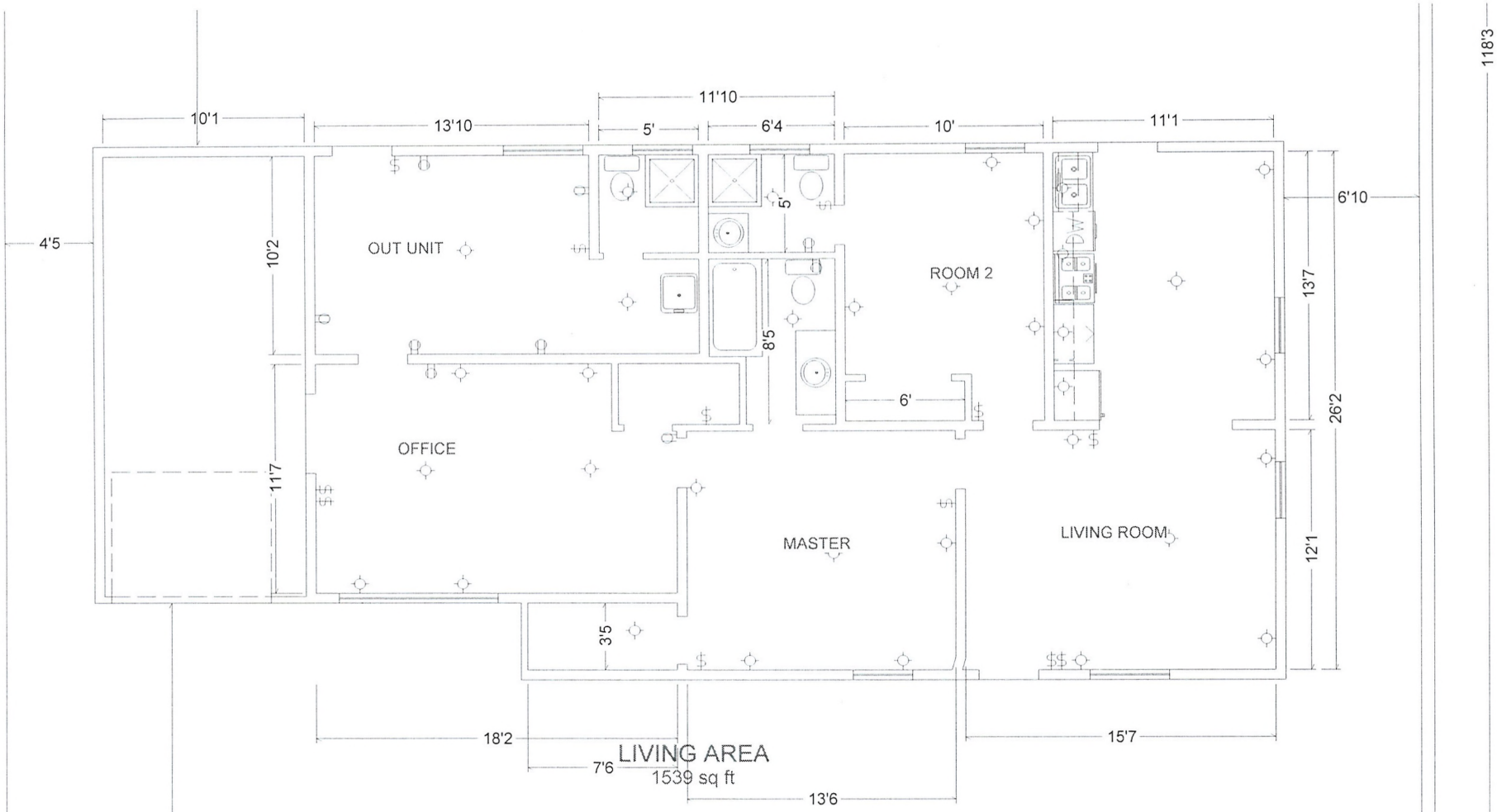
MAY 21 2010
City of Las Vegas
VAR-38328



RECEIVED
MAY 21 2010
City of Las Vegas

8700 sqf lot (118x71)

Lorna PL

VAR-38328



VAR-38328 - APPLICANT/OWNER: KOHAVA AND AZRIKAM COHEN
4718 LORNA PLACE

08/17/10



VAR-38328 - APPLICANT/OWNER: KOHAVA AND AZRIKAM COHEN
4718 LORNA PLACE

08/17/10



VAR-38328 - APPLICANT/OWNER: KOHAVA AND AZRIKAM COHEN
4718 LORNA PLACE

08/17/10

To whome it may Consern

we enclosed half of Existing carport to have a gage and the same time blocking the noice coming 24 ours from the rest of and atached to our house.

the roof exsisting the concrete floor Exsisting, we regesting a variese to atow 4 foot side setback.

Thank You
Kohava Cohen

RECEIVED
MAY 21 2010

VAR-38328

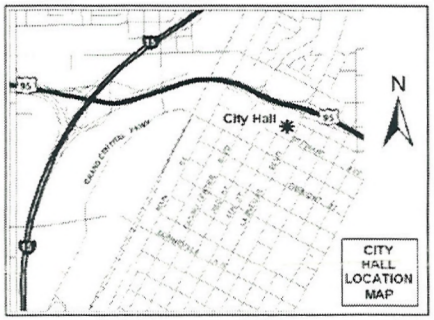
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUL 16 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
JUN 21 2010

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38328
Planning Commission Meeting of 7/29/2010

Case: VAR-38328
13931310075
KILLIAN DENNIS G
601 S DECATUR BLVD
LAS VEGAS NV 89107-3912

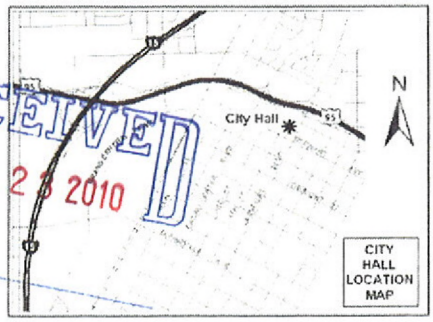
30A

City
Plann
Deve
731 S
Las V

REMY CABALLERO
8926 FORT CRESTWOOD DR.
LAS VEGAS, NV 89129

Return Service Requested

Official Notice of Public Hearing



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appropriate box below and return this card in an envelope wi
Planning & Development Department at the address listed
side of this card to (702) 385-7268. If you would like to con
Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your cor

VAR-38328

Planning Commission Meeting of 7/29/2010

Submitted after final agenda

Date Item 30 A

P.1/1

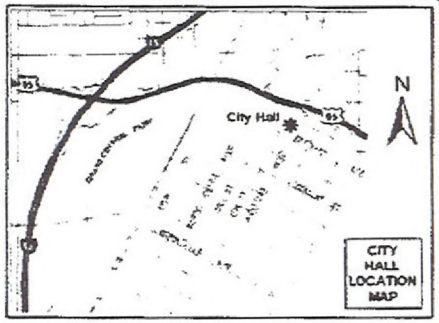
TO:3857268

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUL 16 2010
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38328
Planning Commission Meeting of 7/29/2010

Case VAR-38328
13931310015
GOODMAN MARY F
4506 LORNA PL
LAS VEGAS NV 89107-4107

JUL-21-2010 10:09P FROM:

Submitted after final agenda
Date
Item 30 A

RECEIVED
JUN 22 2010

City of Las Vegas Agenda Item No.: **84.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

VAR-38582 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: ANN AND NED BUSCH - Request for a Variance TO ALLOW TWO ACCESSORY STRUCTURES (CLASS II) (PRIVATE HORSE STABLE AND HAY BARN) FOR A TOTAL OF 7,983 SQUARE-FEET WHERE 1,308 SQUARE FEET IS THE MAXIMUM FLOOR AREA ALLOWED on 2.48 acres approximately 200 feet east of Campbell Drive and approximately 700 feet north of Charleston Boulevard (APNs 139-32-405-008, 009, 011, and 012), R-E (Residence Estates) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

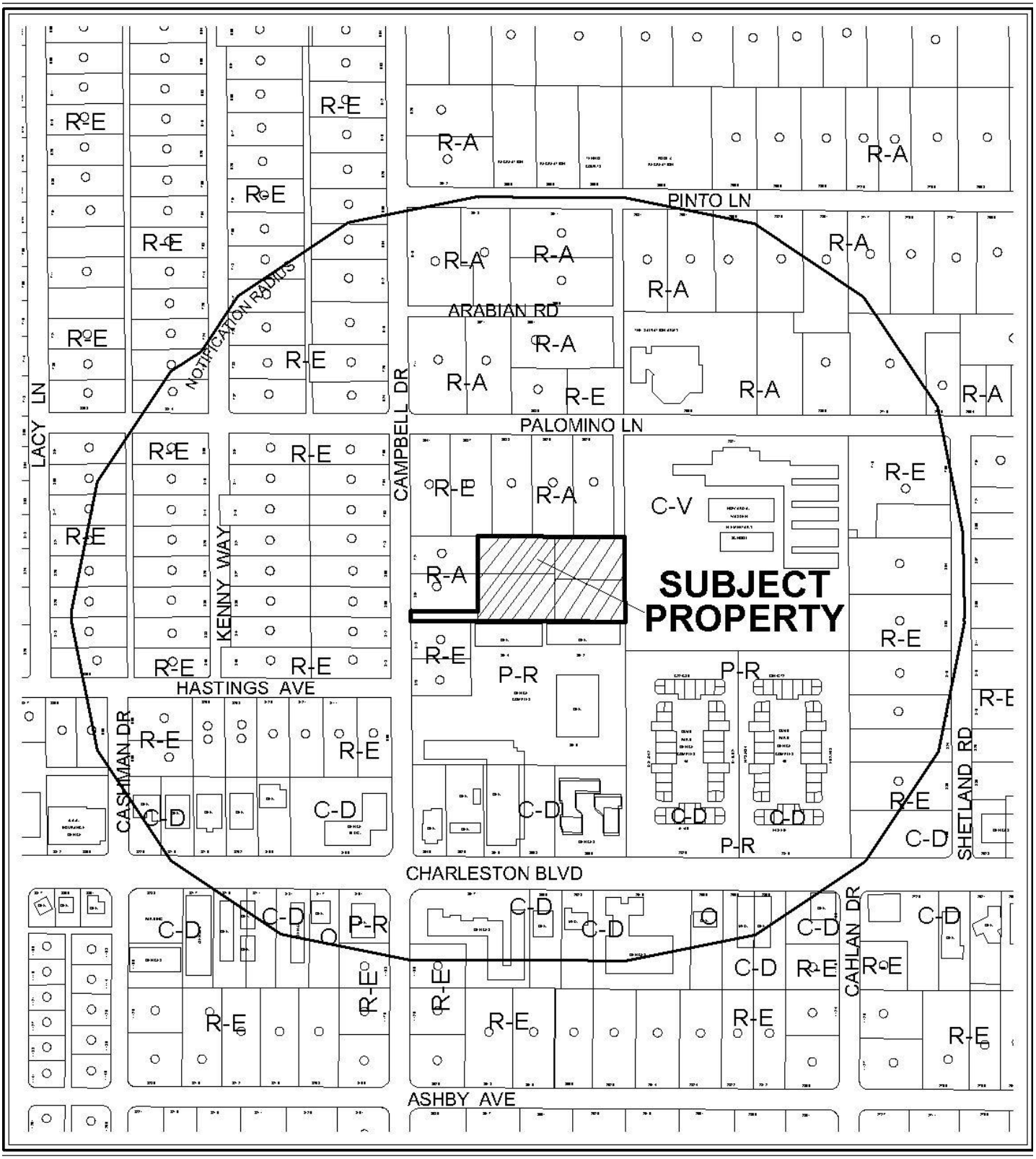
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**9**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps - VAR-38582 and SUP-38573
2. Conditions and Staff Report - VAR-38582 and SUP-38573
3. Supporting Documentation
4. Photos - VAR-38582 and SUP-38573
5. Justification Letter - VAR-38582 and SUP-38573
6. Backup referenced from the July 29, 2010 Planning Commission Meeting Items VAR-38582 and SUP-38573



CASE: **VAR-38582 AND SUP-38573**

0 400 800 Feet

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N



0 400 800 Feet

CASE: **VAR-38582 AND SUP-38573**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: ANN AND NED BUSCH

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-38582	Staff recommends APPROVAL, subject to conditions:	SUP-38573
SUP-38573	Staff recommends APPROVAL, subject to conditions:	VAR-38582

** CONDITIONS **

VAR-38582 CONDITIONS

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-38573) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for new construction. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. 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.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. The primary residence shall be completed prior to the completion of the accessory structures.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SUP-38573 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Horse Corral or Stable (Private) use.

2. Approval of and conformance to the Conditions of Approval for Variance (VAR-38582) shall be required.

3. This approval shall be void two years from the date of final approval unless a building permit has been issued for the new construction. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits.

5. 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.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

8. Meet with the Collection System Planning Section of the Department of Public Works to determine an appropriate location to connect to public sewer for this site, prior to the issuance of any permits.

9. 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 or the submittal of any construction drawings, 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.

Staff Report Page One
September 1, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

These applications emanate from the applicant's proposal for a 6,783 square foot enclosed Horse Corral or Stable (Private) and 1,200 square foot hay barn. Because the gross floor area of both proposed structures exceeds 50% of the proposed primary structure's footprint, the applicant is required to submit for a Variance to allow a combined total of 7,983 square-foot accessory structures (Class II) where 1,308 square feet is the maximum floor area allowed for such structures. A Special Use Permit is also required as the proposed stable and barn do not meet the all Conditional Use Regulations as listed in Title 19.04 for the Horse Corral or Stable (Private) use. Staff finds that the proposed accessory structures are in context in use and scope with the overall proposed single family development. If both applications are denied, the applicant would need to resubmit plans showing accessory structures that ere, cumulatively, less or equal to 50% of the primary structure.

The subject site covers four undeveloped parcels assembled at the end of a paved cul-de-sac on 2.48 acres, approximately 200 feet east of Campbell Drive and approximately 700 feet north of Charleston Boulevard.

ISSUES

- This request for a Horse Corral or Stable (Private) use requires a Special Use Permit as it does not meet the conditional requirements for the R-E (Residence Estates) zoning district.
- As the proposal is based upon a private horse stable and barn that exceed the maximum allowable size listed in Title 19.08.040 for accessory structures, a Variance is also required.
- The proposed stable is restricted to private use only and may not operate as a commercial stable.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/15/95	The City Council approved a request for rezoning (Z-0166-94) on property located east of Campbell Drive, north of Charleston Boulevard, from the C-D (Designed Commercial) and R-A (Ranch Acres) zoning districts to the C-D (Designed Commercial) and P-R (Professional Office and Parking) zoning districts.
05/08/95	The City Council denied the Request for Review of Condition [Z-0166-94(1)] to remove the Condition of Approval which required "Final approval of this application is contingent upon approval of the closure of Campbell Drive to through traffic north of Charleston Boulevard".

06/19/02	The City Council approved a request to amend portions of the Southeast Sector map of the General Plan (GPA-0047-001) in the general vicinity of the Charleston Boulevard/Rancho Drive intersection in accordance with the recommendations of the Rancho Charleston Land Use Study and Strategic Plan. The Planning Commission was unable to reach a supermajority vote thus the item was forwarded to City Council with a recommendation of denial.
06/30/10	Staff accepted a request for Parcel Map Review (PMP-38735) for a reversion to acreage of approximately 2.64 acres located approximately 300 feet south of Palomino Lane and 200 feet east of Campbell Drive. This map has not recorded.
07/29/10	The Planning Commission voted (6-0-1/rt) to recommend APPROVAL of companion items VAR-38582 and SUP-38573 (PC Agenda Items # 34-35/mh/yk).

Most Recent Change of Ownership	
05/14/10	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no building permits or business licenses affiliated with this subject site.

Pre-Application Meeting	
06/03/10	Staff met with Brain Barson, representative for the owners, and reviewed the proposal. It was determined that the proposed Horse Corral or Stable (Private) use would require Special Use Permit in conjunction with an approved Variance to allow accessory structures to exceed the square footage allowed by code. Each application was reviewed with Mr. Barson and the deadlines and requirements for submittal were provided.

Neighborhood Meeting
A neighborhood meeting is not required for this type of request nor was one held. Staff recommended the applicant hold a neighborhood meeting since the deviation from Code was so great. However, the applicant chose to obtain a petition of support signed by the neighboring property owners instead of holding a neighborhood meeting.

Field Check	
07/02/10	Staff conducted a field check and found that the property was vacant, fenced and well maintained.

Details of Application Request	
Site Area	
Net Acres	2.48

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	DR (Desert Rural Density Residential)	R-E (Residence Estates)
North	Single Family, Detached	DR (Desert Rural Density Residential)	R-A (Ranch Acres)
South	Office	O (Office)	P-R (Professional Office & Parking)
East	Elementary School	PF (Public Facilities)	C-V (Civic)
West	Single Family, Detached	DR (Desert Rural Density Residential)	R-A (Ranch Acres)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	NA
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District - 175 Feet	X		Y
Trails		X	NA
Rural Preservation Overlay District	X		Y
Las Vegas Redevelopment Plan Area		X	NA
Development Impact Notification Assessment		X	NA
Project of Regional Significance		X	NA

DEVELOPMENT STANDARDS (19.08)

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	20,000 SF	108,530 SF	Y
Min. Lot Width	100 Feet	250 Feet	Y
Min. Setbacks (Accessory Structures)			
• Side	3 Feet	15 Feet	Y
• Rear	3 Feet	10 Feet	Y
Max. Lot Coverage	NA	NA	NA
Max. Building Height 15 feet.	15 Feet	15 Feet	Y

Pursuant to Title 19.04 and 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Single Family Residence	1 Unit	2 / Unit	2				
Horse Corral or Stable (Private)	12 Horses (Maximum)	1 / 5 Horses at Maximum Capacity	3				
TOTAL SPACES REQUIRED			5				Y
Regular and Handicap Spaces Required			5	0	5	1	Y

ANALYSIS

The Variance is required because the cumulative 6,783 square feet of proposed accessory structures exceed the size of the primary structure floor area by 50% as required by Title 19.08.040. The gross floor area of the proposed residence is 2,616 square feet allowing for 1,308 square feet of accessory structure floor area. Both of the proposed accessory structures are located away from the other residential property lines and meet all setback requirements.

The Special Use Permit is required because, per Title 19.04, the proposed Horse Corral or Stable (Private) use does not meet Conditional Use Requirement #3: "Barns and other structures shall conform to the standards for accessory buildings."

Parking is required for both the proposed primary residence and the private horse corral, for a total of five spaces. Although the submitted site plan depicts a handicap parking space, it is not required to meet the requirements of Title 19. All parking spaces must conform to the requirements of Title 19.04 for Vehicle Parking, Storage or Repair in Residential Zoning Districts.

The applicant would satisfy Code requirements by either increasing the size of the primary residence to 13,566 square feet or greater or by reducing the barn and stable to less than 1,308 square feet. Although either of these solutions would meet the intent of the Code, neither would be as practical as the proposed design. For these reasons, staff is recommending approval of both the Variance and Special Use Permit.

FINDINGS (VAR-38582)

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature.

Additionally, Title 19.18.070(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

The subject site is an exceptionally large lot that is zoned R-E (Residence Estate), which allows rural uses including horse corrals and livestock farming. These types of uses often require accessory structures that exceed the maximum building area allowed by Title 19. As such, the applicant has presented evidence of an extraordinary circumstance, and staff is recommending approval.

FINDINGS (SUP-38573)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The subject site is zoned to allow for the keeping of horses. The stable will be located on the south side of the property, away from the other residences in the area. An office complex is adjacent to the south and an elementary school soccer field is adjacent to the east. The use is harmonious and compatible with the surrounding land use.

2. The subject site is physically suitable for the type and intensity of land use proposed.

The property is zoned R-E (Residence Estates), and at 2.18 acres, is allowed to keep up to 12 horses. The secluded nature of the lot further contributes to suitability of the proposed use.

3. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.

The property is located off of Campbell Drive, a 60-foot residential street. Access is from this street via a 500-foot long paved driveway.

4. Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.

The General Plan designation is DR (Desert Rural Density Residential) which encourages rural type uses such as those of a horse stable.

5. The use meets all of the applicable conditions per Title 19.04.

The proposed use does not meet all Conditional Use Regulations per Title 19.04. the proposed structures do not conform to the standards for accessory buildings; therefore, both a Variance and Special Use Permit are required.

PLANNING COMMISSION ACTION

The Planning Commission considered the following conditions:

- No more than 12 horses
- No goats
- No lighting in the open arena area

There were six speakers at the Planning Commission public hearing.

- 2 opposed
- 3 Supporting
- 1 Concerned (questions)

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 21

NOTICES MAILED 134 (By City Clerk)

APPROVALS 9

PROTESTS 3

YK/MH

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-38582** APN: 139-32-405-008, 009, 011, 012

Name of Property Owner: Ned & Ann Busch

Name of Applicant: Ned & Ann Busch

Name of Representative: Brian Barson

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: Ann F Busch

Print Name: Ann F Busch

Subscribed and sworn before me

This 16th day of June, 2010

Sharon H. Sevigny

Notary Public in and for said County and State

Sharon H. Sevigny

SHARON H. SEVIGNY
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 04-18-11
Certificate No: 07-2899-1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Variance for Accessory Structure

Project Address (Location) N of NEC of Charleston & Campbell

Project Name Private Residence **Proposed Use** R-E

Assessor's Parcel #(s) APN# 139-32-405-008, 009, 011, 012 **Ward #** 1

General Plan: existing DR proposed No change **Zoning:** existing R-E proposed No change

~~Commercial~~ Residential **Square Footage** +/- 2,616 Sq Ft **Floor Area Ratio**

Gross Acres +/- 2.5 Acres **Lots/Units** 4 **Density**

Additional Information Variance & SUP needed where accessory structure floor area exceeds 50% of the floor area of the primary dwelling allowed by code.

PROPERTY OWNER Ann & Ned Busch **Contact**

Address 208 Campbell Dr. **Phone:** 497-1087 **Fax:** 870-4513

City Las Vegas **State** NV **Zip** 89107

E-mail Address ksl213@aol.com

APPLICANT Ann & Ned Busch **Contact**

Address 208 Campbell Dr. **Phone:** 497-1087 **Fax:** 870-4513

City Las Vegas **State** NV **Zip** 89107

E-mail Address ksl213@aol.com

REPRESENTATIVE Brian Barson **Contact**

Address 9901 Covington Cross Dr. #170 **Phone:** 575-0504 **Fax:** 383-8576

City Las Vegas **State** NV **Zip** 89144

E-mail Address bbarson@cornerstonecompany.com

Property Owner Signature* Ann F. Busch

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Ann F. Busch

Subscribed and sworn before me

This 15th day of June, 20 10.

Sharon H. Sevigny

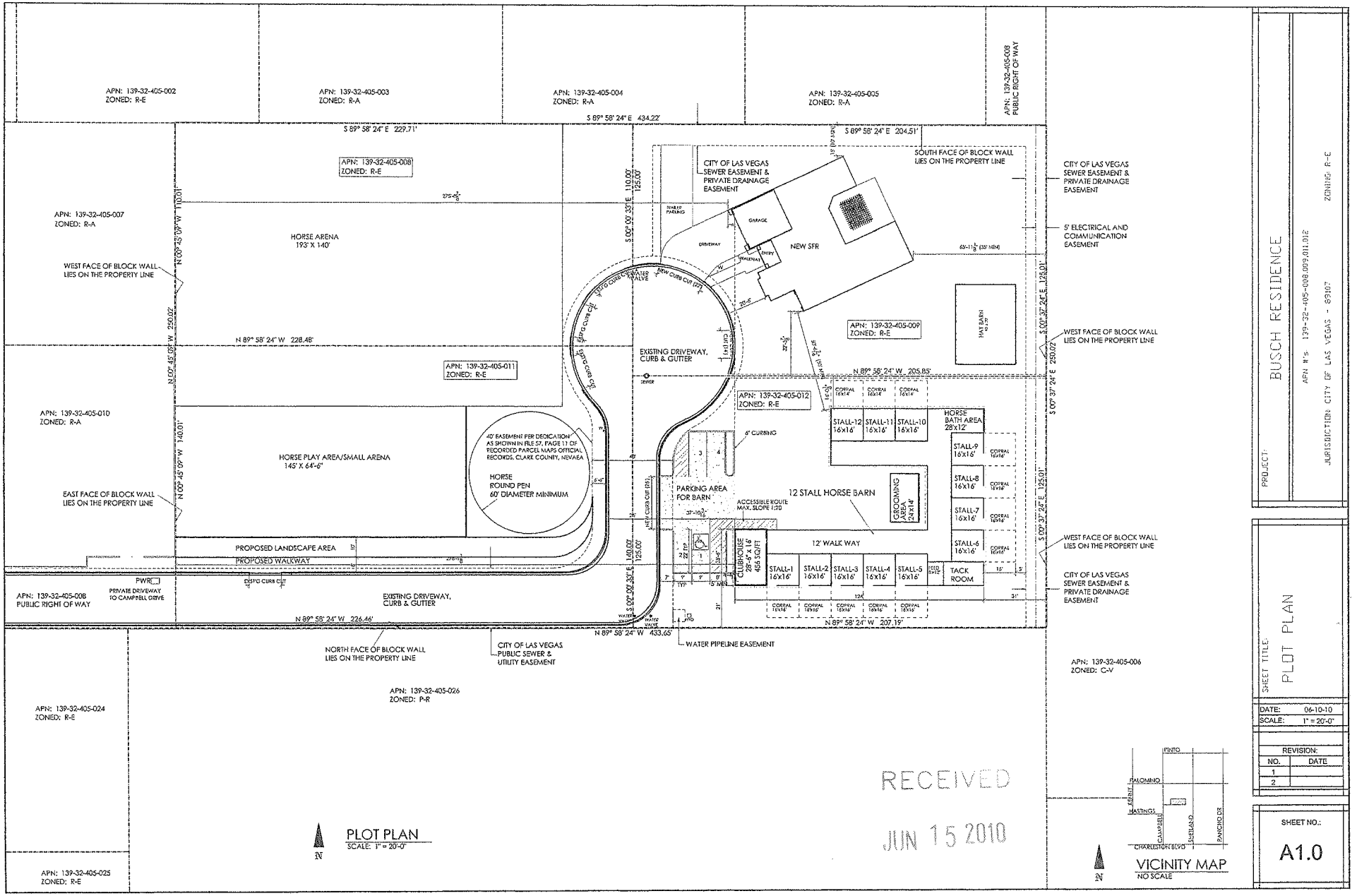
Notary Public in and for said County and State

SHARON H. SEVIGNY
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 04-18-11
Certificate No: 07-2899-1

FOR DEPARTMENT USE ONLY

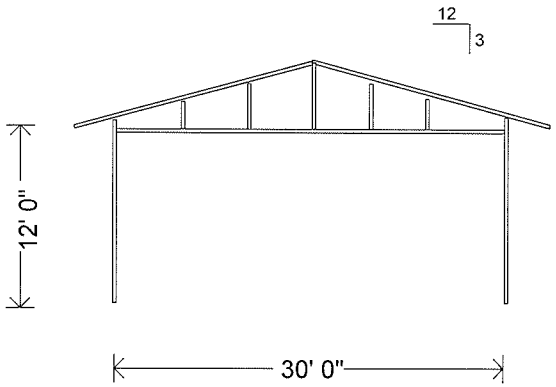
Case #	VAR-38582
Meeting Date:	07/29/10
Total Fee:	830.00
Date Received:*	06/15/10
Received By:	Jonathan B.

*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.

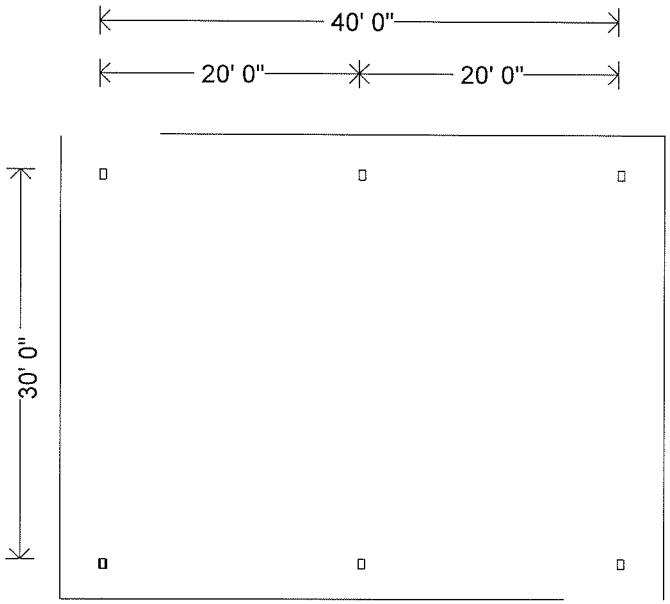


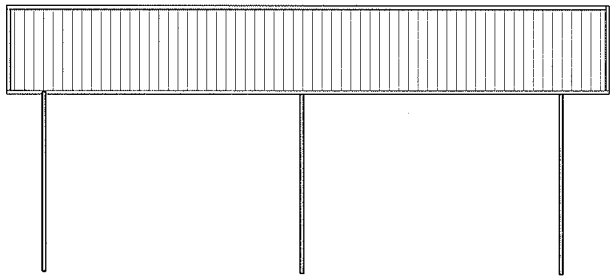
SUP-38573
VAR-38582

Hay Shelter Plans



END ELAVATION





FRONT ELAVATION

EXHIBIT B

NOTES:

DESIGN LAYOUT FOR
INFORMATIONAL PURPOSES ONLY

DESIGN LAYOUT MAY DIFFER
FROM ENGINEERED PLANS.

DIMENSIONS NOMINAL.
NOT FOR CONSTRUCTION USE.

GUTTERS, DOWNSPOUTS & ROOF TRIM
NOT RECOMMENDED IN SNOW LOAD AREAS.
FCP ASSUMES NO LIABILITY FOR DAMAGE TO
THESE COMPONENTS CAUSED BY SNOW.

JUL 07 2010

VAR-38582

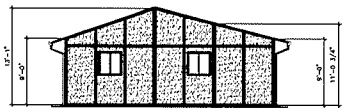
DESIGN/LAYOUT SHEET

CHANGE ORDER N/A

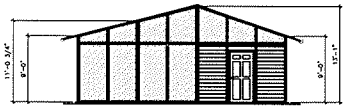
CUSTOMER NAME: Ned & Ann Bush
ADDRESS: Las Vegas , Nv.
PHONE: 702-497-1087 FAX:

CUSTOMER AUTHORIZATION:
SALES REP: Kyle Carter
DESIGN/LAYOUT SHEET TO BE INCLUDED WITH CUSTOMER CONTRACT.

DATE:



ELEVATION AT LINE A



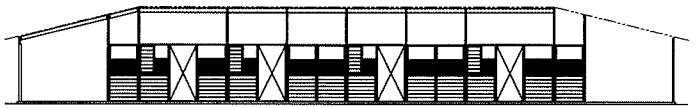
ELEVATION AT LINE C



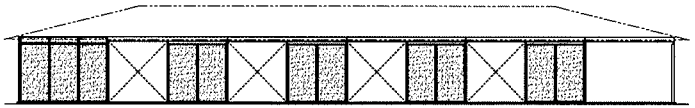
ELEVATION AT LINE G



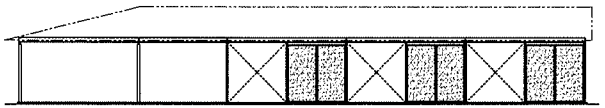
ELEVATION AT LINE N



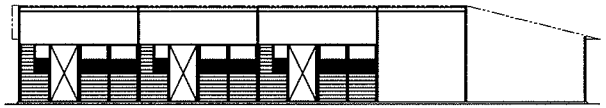
ELEVATION AT LINE O



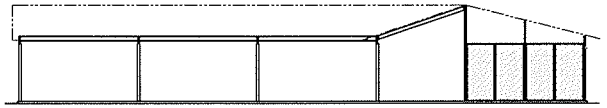
ELEVATION AT LINE S



ELEVATION AT LINE 1



ELEVATION AT LINE 4



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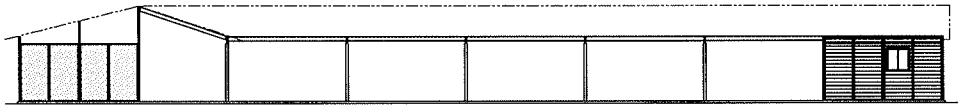
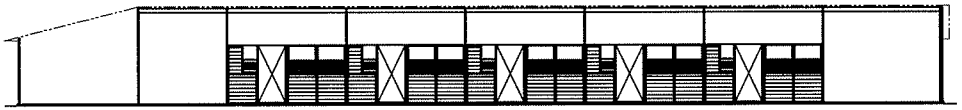
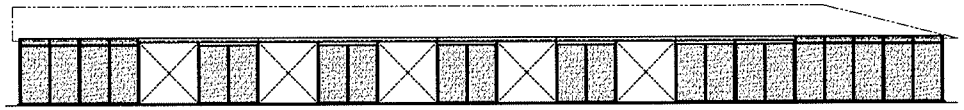


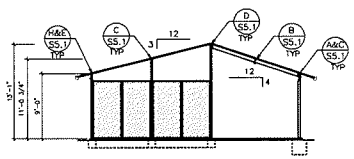
ELEVATION AT LINE 10



ELEVATION AT LINE 12



ELEVATION AT LINE 15



CROSS SECTION

RECEIVED
JUN 15 2010
VAR-38582
SUP-38573

BARNS AND BUILDINGS
23100 BAXTER RD. WILDOMAR, CA 92595
PH: (951) 678-4571 FAX: (951) 678-7366

SECTION/ELEVATIONS

NED & ANN BUSH
CAMPBELL DR.
APN#: 139-32-405-012
LAS VEGAS, NEVADA
SHEDROW BARN

NO.	REVISION/ISSUE	DATE

DATE: 06-01-10
DRAWN BY: UJR
SCALE: 3/32" = 1'-0"
DRAWING NUMBER: B10036
JOB NUMBER: 00000-00

SHEET NUMBER:
S3.1
SHEET 5 OF 7

Primary Dwelling Elevations



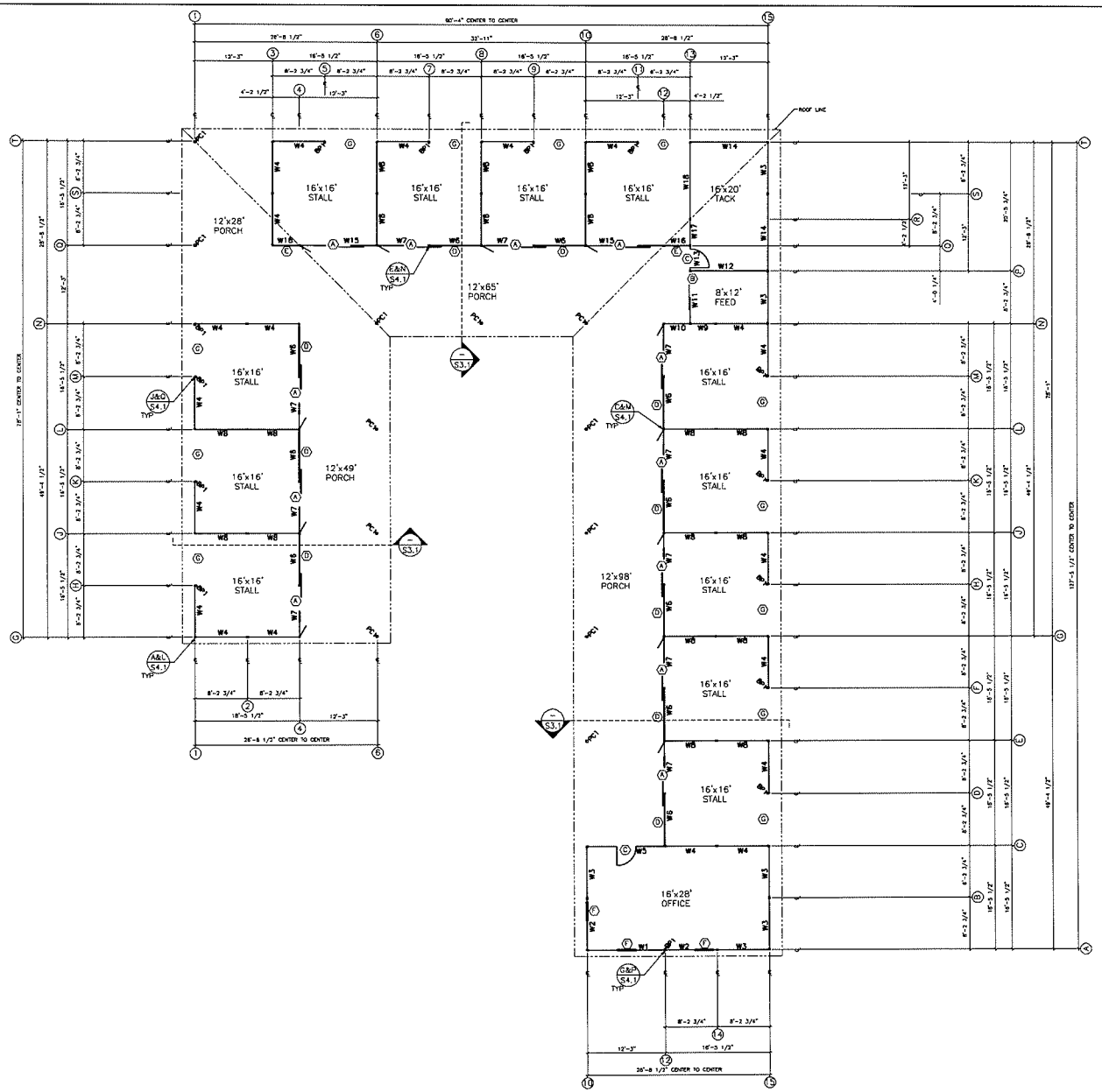
BUSCH ELEVATIONS

FRONT ELEV HAS 3 DIFFERENT ROOF PITCHES AND STONE AND FRONT ARCH DIFFERENCES

VAR-38582

SUP-38573

RECEIVED
JUN 15 2010



WALL SCHEDULE					
SYMBOL	SIZE	EXTERIOR FINISH	INTERIOR FINISH	NOTE	QUANTITY
W1	12' x 8' WALL PANEL	EMBOSSED STEEL	EMBOSSED STEEL	NONE	1
W2	6' x 8' WALL PANEL	EMBOSSED STEEL	EMBOSSED STEEL	NONE	2
W3	6' x 8' SOLID WALL PANEL	EMBOSSED STEEL	EMBOSSED STEEL	NONE	6
W4	8' x 8' SOLID WALL PANEL	EMBOSSED STEEL	ZINC	NONE	21
W5	12' x 8' WALL PANEL	T&G	EMBOSSED STEEL	NONE	1
W6	8' x 8' WALL PANEL	T&G	ZINC	NONE	10
W7	8' x 8' STALL FRONT	T&G	ZINC	NONE	10
W8	8' x 8' SOLID WALL PANEL	ZINC	ZINC	NONE	18
W9	3'-10 x 8' SOLID WALL PANEL	EMBOSSED STEEL	ZINC	NONE	1
W10	4' x 8' SOLID WALL PANEL	T&G	ZINC	NONE	1
W11	8' x 8' WALL PANEL	T&G	EMBOSSED STEEL	NONE	1
W12	8' x 8' WALL PANEL	EMBOSSED STEEL	EMBOSSED STEEL	NONE	1
W13	4' x 8' WALL PANEL	T&G	EMBOSSED STEEL	NONE	1
W14	12' x 8' SOLID WALL PANEL	EMBOSSED STEEL	EMBOSSED STEEL	NONE	2
W15	12' x 8' STALL FRONT	T&G	ZINC	NONE	2
W16	4' x 8' WALL PANEL	T&G	ZINC	NONE	2
W17	9' x 8' WALL PANEL	EMBOSSED STEEL	ZINC	NONE	1
W18	12' x 8' SOLID WALL PANEL	ZINC	EMBOSSED STEEL	NONE	1

OPENING SCHEDULE						
SYMBOL	OPENING TYPE	GLASS	SAFETY GLASS	TRACK & ROLLER	NOTES	QUANTITY
A	4080 OPENING	N	N	Y	4080 STALL FRONT SLIDING DOOR W/(3) 1 7/8"# HORIZONTAL RAIL	12
B	4080 OPENING	N	N	Y	4080 SOLID SLIDING DOOR	1
C	37 3/4" x 80" OPENING	N	N	N	3068 MANDOOR	2
D	8040 OPENING	N	N	N	8040 OPENING W/(3) 1 7/8"# HORIZONTAL RAIL	10
E	4080 OPENING	N	N	N	4080 OPENING W/(3) 1 7/8"# HORIZONTAL RAIL	2
F	3030 OPENING	Y	Y	N	3030 TEMPERED WINDOW W/O GRIDS	3
G	8080 OPENING	N	N	N	8080 OPENING ONLY	12

BP1 – BRACING POST: 3"x3"x13 GA. – 14
PC1 – PORCH COLUMN: 4"x4"x13 GA. – 12

FCP BARNS AND BUILDINGS
23100 BAXTER RD, WILDOMAR, CA 92595
PH: (951) 678-4571 FAX: (951) 678-7366

FLOOR PLAN

NED & ANN BUSH
CAMPBELL DR.
APN#: 139-32-405-012
LAS VEGAS, NEVADA
SHEDROW BARN

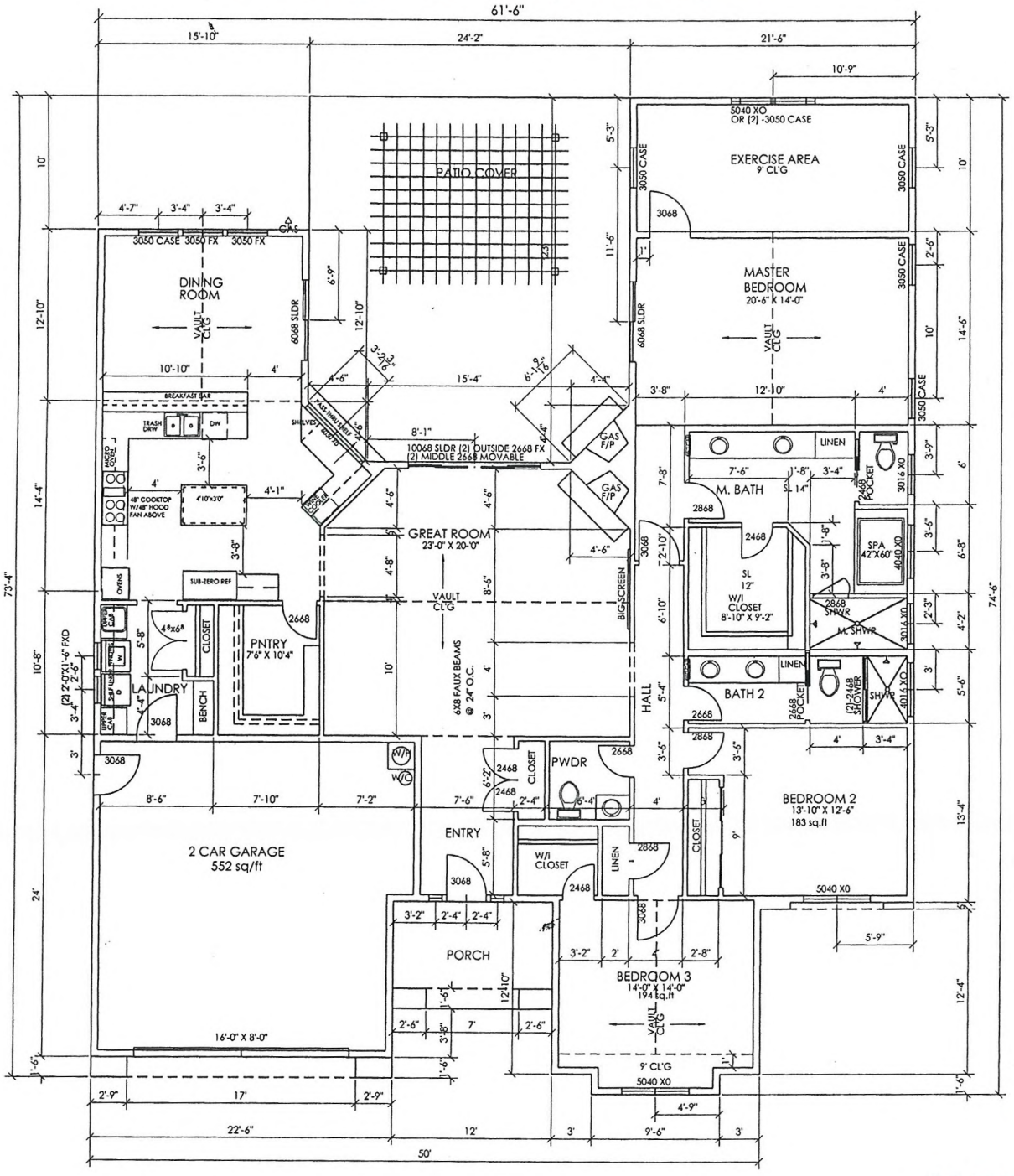
NO.	REVISION/ISSUE	DATE

DATE: 06-01-10
DRAWN BY: UJR
SCALE: 3/32" = 1'-0"
DRAWING NUMBER: B10036
FCP JOB NUMBER: 00000-00

SHEET NUMBER:
S1.1
SHEET 2 OF 7

SUP-38573
VAR-38582

Primary Dwelling Floorplan



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VAR-38582

SUP-38573

REVISED

Shedrow Barn Elevations





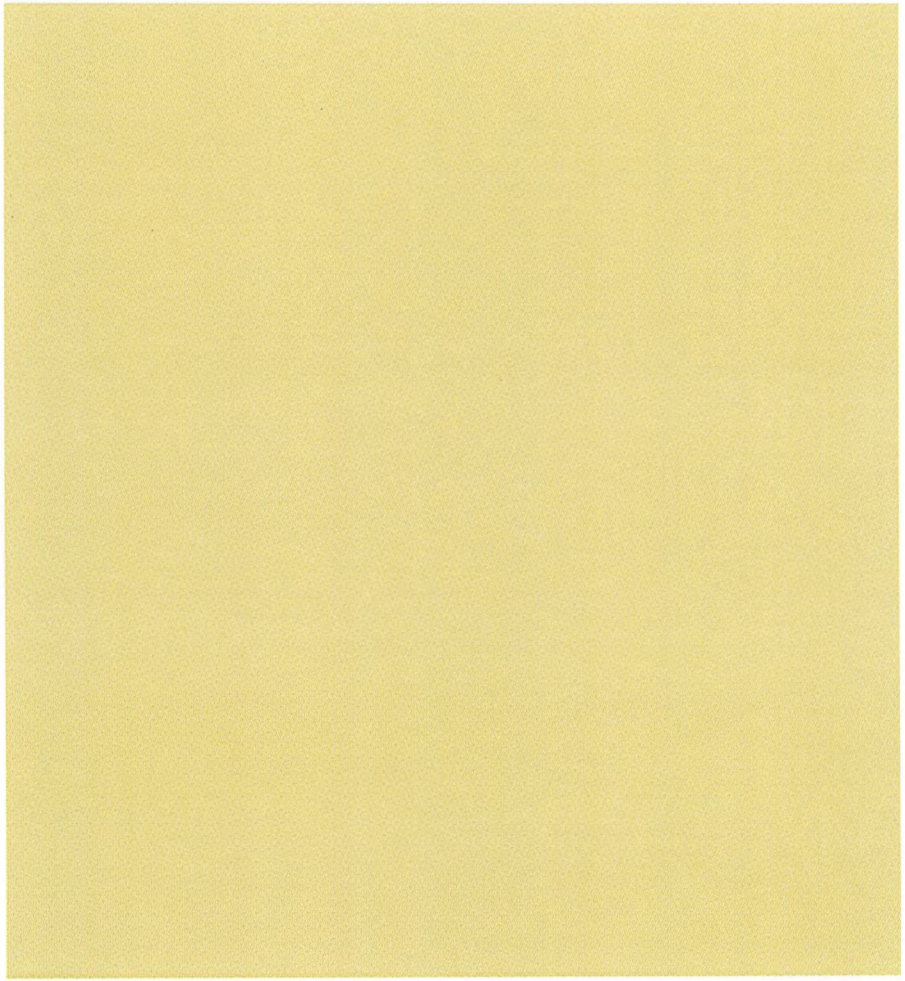
VAR-38582

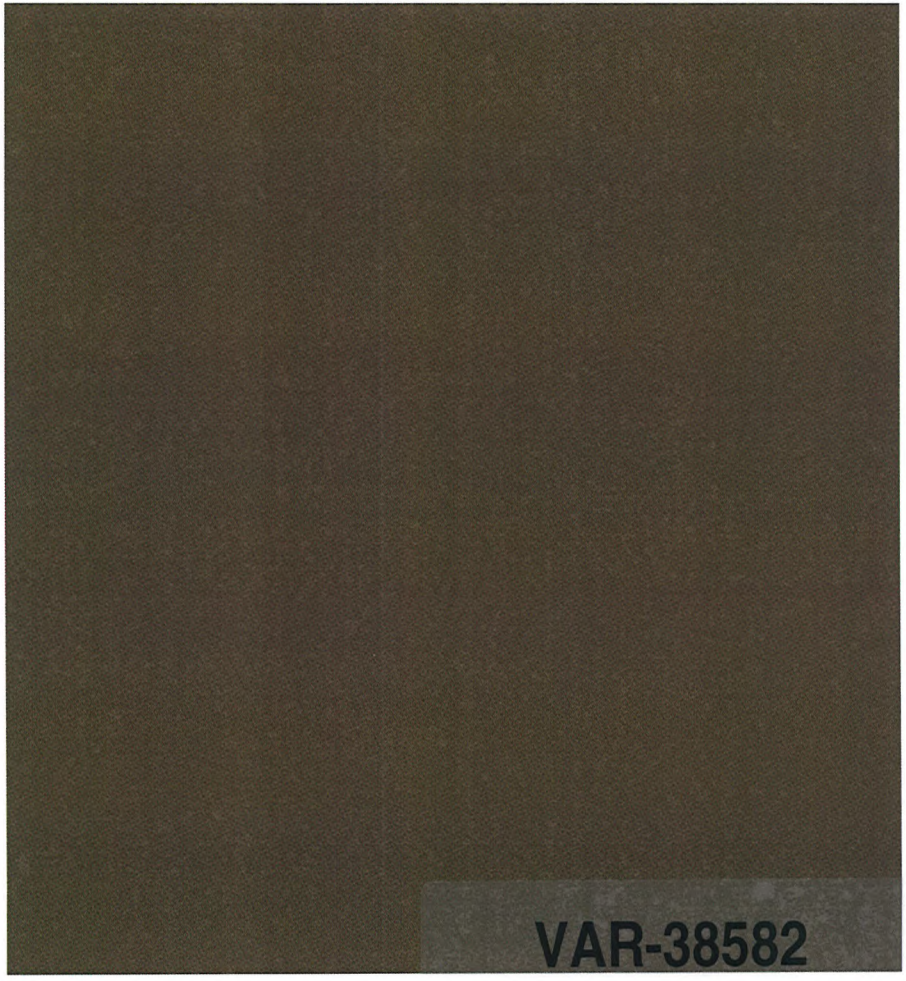
SUP-38573

Paint Colors For All Buildings

Exterior Walls:
"Western Trail"

Roofs:
"Burnished Slate"





VAR-38582

SUP-38573



VAR-38582 - APPLICANT/OWNER: ANN AND NED BUSCH
CAMPBELL DRIVE NEAT CHARLESTON BOULEVARD

06/24/10

Cornerstone Company
Commercial Real Estate Services

June 28, 2010

City of Las Vegas
Planning and Development
731 South 4th Street
Las Vegas, NV 89101

RE: Justification Letter –Variance & Accompanying Special Use Permit
APN: 139-32-405-008, 009, 011, 012

Dear Planning and Development Department,

Enclosed is an application for a Variance & Special Use Permit for an Accessory Structure for that property generally located north of the northeast corner of Charleston Blvd. & Campbell Drive, more specifically described as APN's: 139-32-405-008, 139-32-405-009, 139-32-405-011, & 139-32-405-012 (specific street address not yet assigned). This Variance & Special Use Permit will be contingent upon these four parcels being consolidated into a single parcel. Construction of the primary dwelling will commence before that of the accessory structures.

The property consists of approximately 2.5 acres of land zoned R-E (Residence Estates). The Accessory Structures are going to be +/- 6,783 sq ft for a "shed-row" horse barn and +/- 1,200 sq ft for a hay shelter. The primary dwelling, of which these structures are to be accessory to, is to be +/- 2,616 sq ft. The floor area ratio of primary dwelling to accessory structures is +/- 32.77%.

The Variance is needed because our planned Accessory Structure's ratio of square footage to primary dwelling square footage exceeds that allowed by code. The Special Use Permit is needed because the Variance does not meet the Conditional use requirements; specifically Conditional Use Regulation #3 under the Horse Corral or Stable (Private) use in the Land Use Table of Chapter 19.04, "Barns and other structures shall conform to the standards for accessory buildings".

The property owner/applicant has spoken to all directly adjacent property owners who are all excited that the land is finally being developed, glad that it is going to be the proposed use (single family residence with horses), and are in general support of this variance for accessory structure.

The property owner/applicant is passionate about horses. She competes in barrel racing competitions and spends most hours of the day loving and caring for her horses. The

VAR-38582 REVISED
SUP-38573

JUN 29 2010
City of Las Vegas

9901 Covington Cross Drive, Suite 170 Las Vegas, NV 89144 Phone: 702-383-3033 Fax: 702-383-8576

property owner owns and personally maintains all of the horses that will reside on the subject property. We ask for approval so that she may build a barn and accompanying hay shelter appropriate for the proper care and shelter for these beautiful animals.

Thank you,



Brian Barson (Representative of Owners)
Cornerstone Company

Ann & Ned Busch
Property Owners

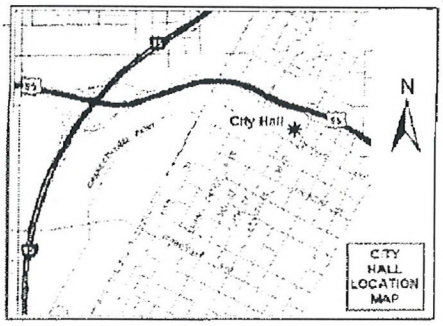
VAR-38582
SUP-38573
REVISED

9901 Covington Cross Drive, Suite 170 Las Vegas, NV 89144 Phone: 702-383-3033 Fax: 702-383-8576

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

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38582 & SUP-38573

Planning Commission Meeting of 7/29/2010

Horse flies and other insects
Rodents & smell We live right by the property
Do Not want

EAVDS11 89107

13932405025 Case: VAR-38582
MCAFEE CLARK & KATHLEEN FAM TR
823 CAMPBELL DR
LAS VEGAS NV 89107-4407

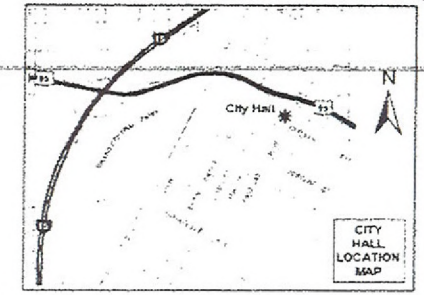
RECEIVED
JUN 19 2010

35-36
P

From: Grubb & Ellis 702 254 2968 07/26/2010 12:45 #083 P.001/001

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-38582 & SUP-38573
Planning Commission Meeting of 7/29/2010

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JUL 20 2010

Case: VAR-38582
13932405026
N N N WESTBAY OFFICE PARK ETAL
%THOMSON REUTERS INC
2235 FARADAY AVE #O
CARLSBAD CA 92008-7215

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JUN 27 2010

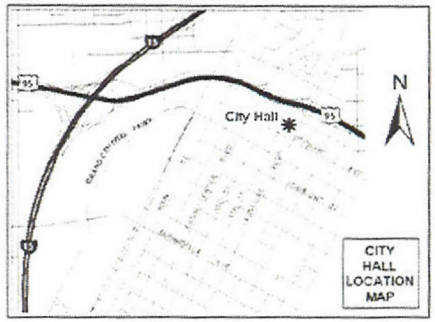
Submitted after final agenda
Date
Item 34-35
P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUL 16 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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VAR-38582 & SUP-38573
Planning Commission Meeting of 7/29/2010

We feel the proposed structures will be too close to the church, school and homes. The structures are not suitable for this area.

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JUL 23 2010

Case: VAR-38582
13932404004
GUARRELLA ROSALIA M & JOSEPH
704 CAMPBELL DR
LAS VEGAS NV 89107-4408

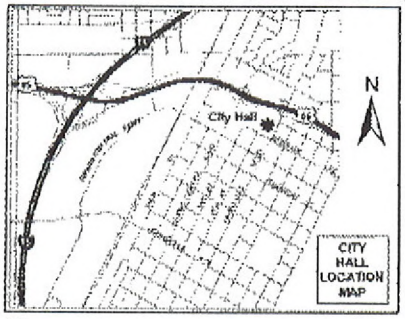
Submitted after final agenda
Date
Item 4A-35
P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUL 16 2010
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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VAR-38582 & SUP-38573
Planning Commission Meeting of 7/29/2010

RECEIVED 7/19/10

Case: VAR-38582
16205510002
TOM ENTERPRISES
%CORNERSTONE CO
9901 COVINGTON CROSS DR #170
LAS VEGAS NV 89144-6595

Submitted after final agenda
Date Item 34-35A

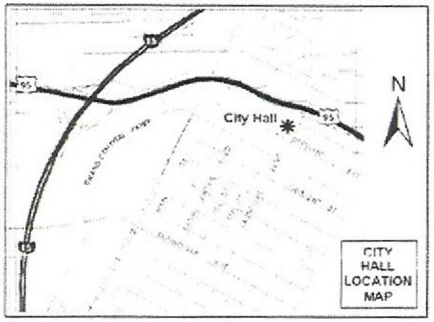
Jul. 29. 2010 8:52AM Cornerstone Companies No. 1855 P. 1/1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUL 16 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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Please use available blank space on card for your comments.

VAR-38582 & SUP-38573
Planning Commission Meeting of 7/29/2010

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JUL 19 2010
KAMER ZUCKER ABBOTT
ATTORNEYS AT LAW

RECEIVED
JUL 26 2010

CLV P&D

Case: VAR-38582
13932405019
ETHAN MICHAEL INVEST LLC ETAL
%G KAMER
3000 W CHARLESTON BLVD #3
LAS VEGAS NV 89102-1990

RECEIVED
JUN 27 2010

Submitted after final agenda
Date
Item 34-35 A

July 13, 2010

We, Ann & Ned Busch, respectfully request your support in our upcoming City of Las Vegas Planning Commission hearing in regards to a variance and accompanying special use permit for a horse barn on our recently purchased property. The property is located on the east side of Campbell Drive, just north of Charleston Blvd. (APN 139-32-405-008, 009, 011, 012).

The planning and building of our approximately 2,600 square foot home on the 2.5 acre property is underway. We personally own 12 horses used both for competition and recreation that we plan on keeping on the property. The property is going to be beautifully built and meticulously maintained. There will be systems in-place for both dust and insect control; the neighborhood will not notice a difference in these aspects.

The current zoning allows for more horses than we intend to have on our property, but the building code does not allow for a barn (an "accessory structure") to be built large enough to properly house them, hence the need for this variance and special use permit. Current building code does not allow for an accessory structure of more than 50% of the size of the home. In our case, the barn and hay shelter are approximately 8,000 sq ft (inclusive of ALL area under a roof, be it patio, enclosed room, exterior walkway, etc). We are asking for a variance to allow us to build a barn with more square footage than is allowed by code. The special use permit is needed as we don't meet all building design standards for accessory structures because of the 50% square footage limit.

If you support our request to the City of Las Vegas, please sign the petition below. We also welcome you to attend the Planning Commission meeting on Thursday, July 29th at 6pm at City Hall (Northeast corner of 4th St. & Stewart Ave.). And if you strongly support our request, we highly encourage you to write a short letter in support.

Thank you for your consideration,

Ann & Ned Busch

Signature	Address
M. Kent	3033 PALOMINO LANE
J. C Kent	3033 Palomino Lane
Roberta Hendrickson	3037 Palomino Lane
R. BLANCHARD	3041 PALOMINO LANE
Donald E. Maloney	3029 Palomino Lane
	301 Campbell Drive

RECEIVED
10 JUL 19 PM 2:07
PLANNING AND DEVELOPMENT

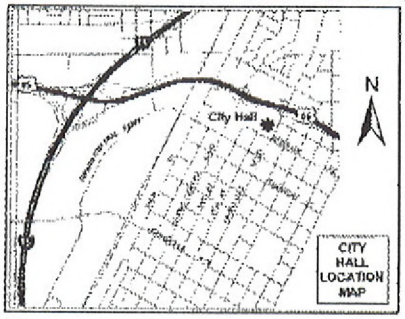
35-36
5A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUL 16 2010
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38582 & SUP-38573
Planning Commission Meeting of 7/29/2010

RECEIVED 7/19/10

Case: VAR-38582
16205510002
TOM ENTERPRISES
%CORNERSTONE CO
9901 COVINGTON CROSS DR #170
LAS VEGAS NV 89144-6595

Submitted after final agenda
Date Item 34-35A

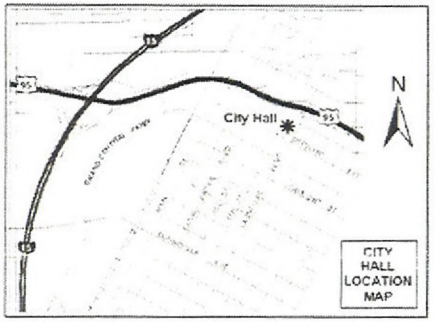
Jul. 29. 2010 8:52AM Cornerstone Companies No. 1855 P. 1/1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUL 16 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-38582 & SUP-38573
Planning Commission Meeting of 7/29/2010

RECEIVED
JUL 19 2010
KAMER ZUCKER ABBOTT
ATTORNEYS AT LAW

RECEIVED
JUL 26 2010

CLV P&D

Case: VAR-38582
13932405019
ETHAN MICHAEL INVEST LLC ETAL
%G KAMER
3000 W CHARLESTON BLVD #3
LAS VEGAS NV 89102-1990

RECEIVED
JUN 27 2010

Submitted after final agenda
Date
Item 34-35 A

City of Las Vegas Agenda Item No.: **85.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SUP-38573 - SPECIAL USE PERMIT RELATED TO VAR-38582 - PUBLIC HEARING - APPLICANT/OWNER: ANN AND NED BUSCH - Request for a Special Use Permit FOR A PROPOSED HORSE CORRAL OR STABLE (PRIVATE) located approximately 200 feet east of Campbell Drive and approximately 700 feet north of Charleston Boulevard (APNs 139-32-405-008, 009, 011, and 012), R-E (Residence Estates) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**6**
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. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-38573** APN: 139-32-405-008, 009, 011, 012

Name of Property Owner: Ned & Ann Busch

Name of Applicant: Ned & Ann Busch

Name of Representative: Brian Barson

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: Ann F Busch

Subscribed and sworn before me

This 14th day of June, 20 10

_____

Notary Public in and for said County and State

Sharon H. Sevigny

SHARON H. SEVIGNY
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 04-18-11
Certificate No: 07-2899-1

RECEIVED
JUN 15 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit for Accessory Structure

Project Address (Location) N of NEC of Charleston & Campbell

Project Name Private Residence **Proposed Use** R-E

Assessor's Parcel #(s) APN# 139-32-405-008, 009, 011, 012 **Ward #** 1

General Plan: existing DR proposed No change **Zoning:** existing R-E proposed No change

~~Commercial~~ Residential **Square Footage** +/- 2,616 Sq Ft **Floor Area Ratio**

Gross Acres +/- 2.5 Acres **Lots/Units** 4 **Density**

Additional Information Variance & SUP needed where accessory structure floor area exceeds 50% of the floor area of the primary dwelling allowed by code.

PROPERTY OWNER Ann & Ned Busch **Contact**

Address 208 Campbell Dr. **Phone:** 497-1087 **Fax:** 870-4513

City Las Vegas **State** NV **Zip** 89107

E-mail Address ksl213@aol.com

APPLICANT Ann & Ned Busch **Contact**

Address 208 Campbell Dr. **Phone:** 497-1087 **Fax:** 870-4513

City Las Vegas **State** NV **Zip** 89107

E-mail Address ksl213@aol.com

REPRESENTATIVE Brian Barson **Contact**

Address 9901 Covington Cross Dr. #170 **Phone:** 575-0504 **Fax:** 383-8576

City Las Vegas **State** NV **Zip** 89144

E-mail Address bbarson@cornerstonecompany.com

Property Owner Signature* Ann Busch

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Ann + BUSCH

Subscribed and sworn before me

This 14th day of June, 20 10.

Sharon H. Sevigny

Notary Public in and for said County and State

SHARON H. SEVIGNY
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 04-18-11
Certificate No: 07-2899-1

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SUP-38573
Meeting Date:	7/29/10
Total Fee:	1030.00
Date Received:*	6/15/10
Received By:	J. Mancell

*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.

RECEIVED
JUN 15 2010

f:\depot\Application Packet\Application Form.pdf

City of Las Vegas Agenda Item No.: **86.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SUP-38533 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: LOANEX - OWNER: DECATUR-OAKEY PLAZA LIMITED PARTNERSHIP - Request for a Special Use Permit FOR A PROPOSED AUTO TITLE LOAN USE WITHIN AN EXISTING 750 SQUARE-FOOT NON-CONFORMING FINANCIAL INSTITUTION, SPECIFIED AND A WAIVER TO ALLOW 750 SQUARE FEET OF FLOOR AREA WHERE 1,500 SQUARE FEET IS REQUIRED at 1620 South Decatur Boulevard, Suite A (APN 163-01-602-005), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

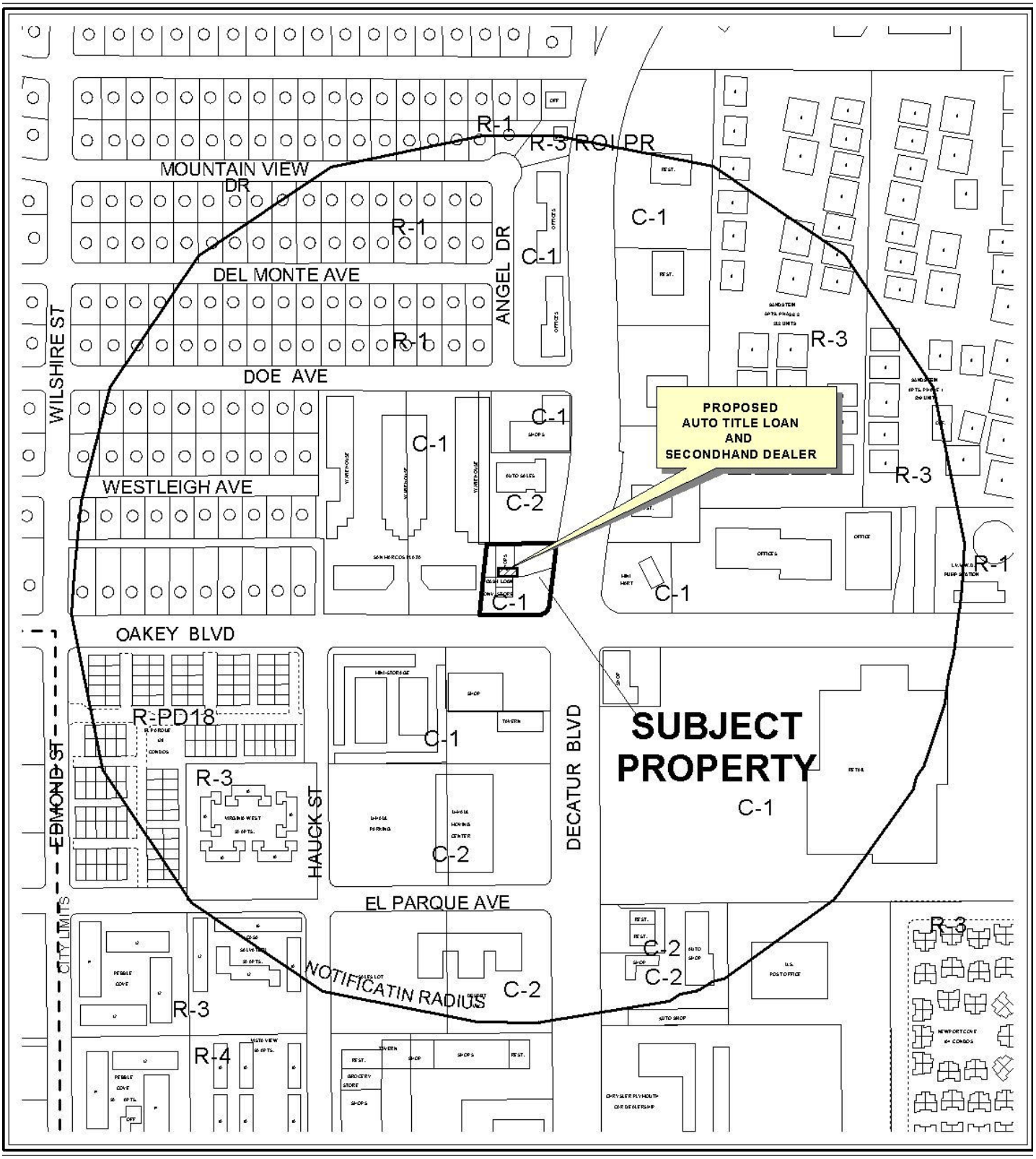
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps - SUP-38533 and SUP-38534
2. Special Map
3. Conditions and Staff Report - SUP-38533 and SUP-38534
4. Supporting Documentation
5. Photos - SUP-38533 and SUP-38534
6. Justification Letter - SUP-38533 and SUP-38534
7. Backup referenced from the July 29, 2010 Planning Commission Meeting Items – SUP-38533 and SUP-38534



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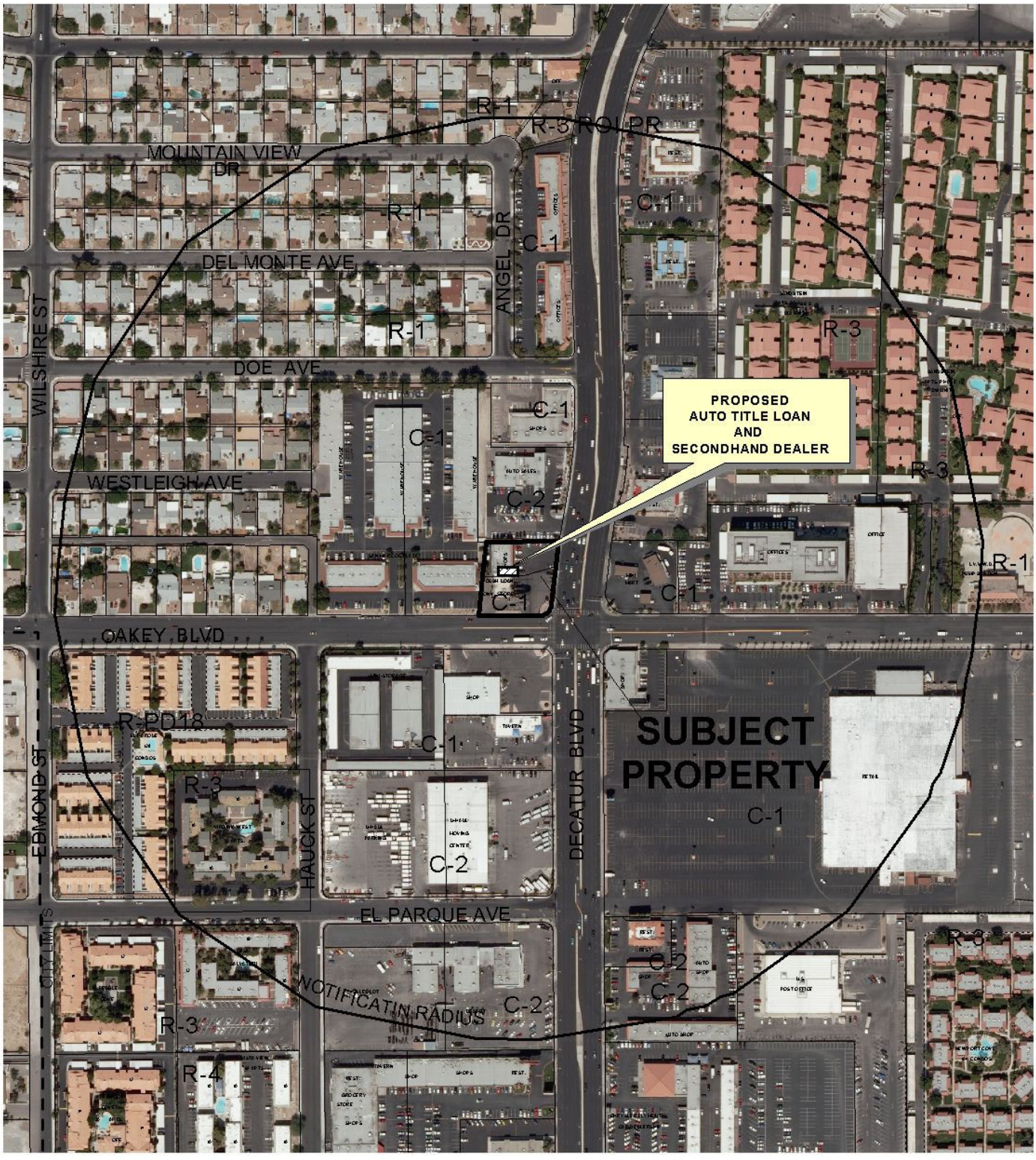
CASE: **SUP-38533 AND SUP-38534**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



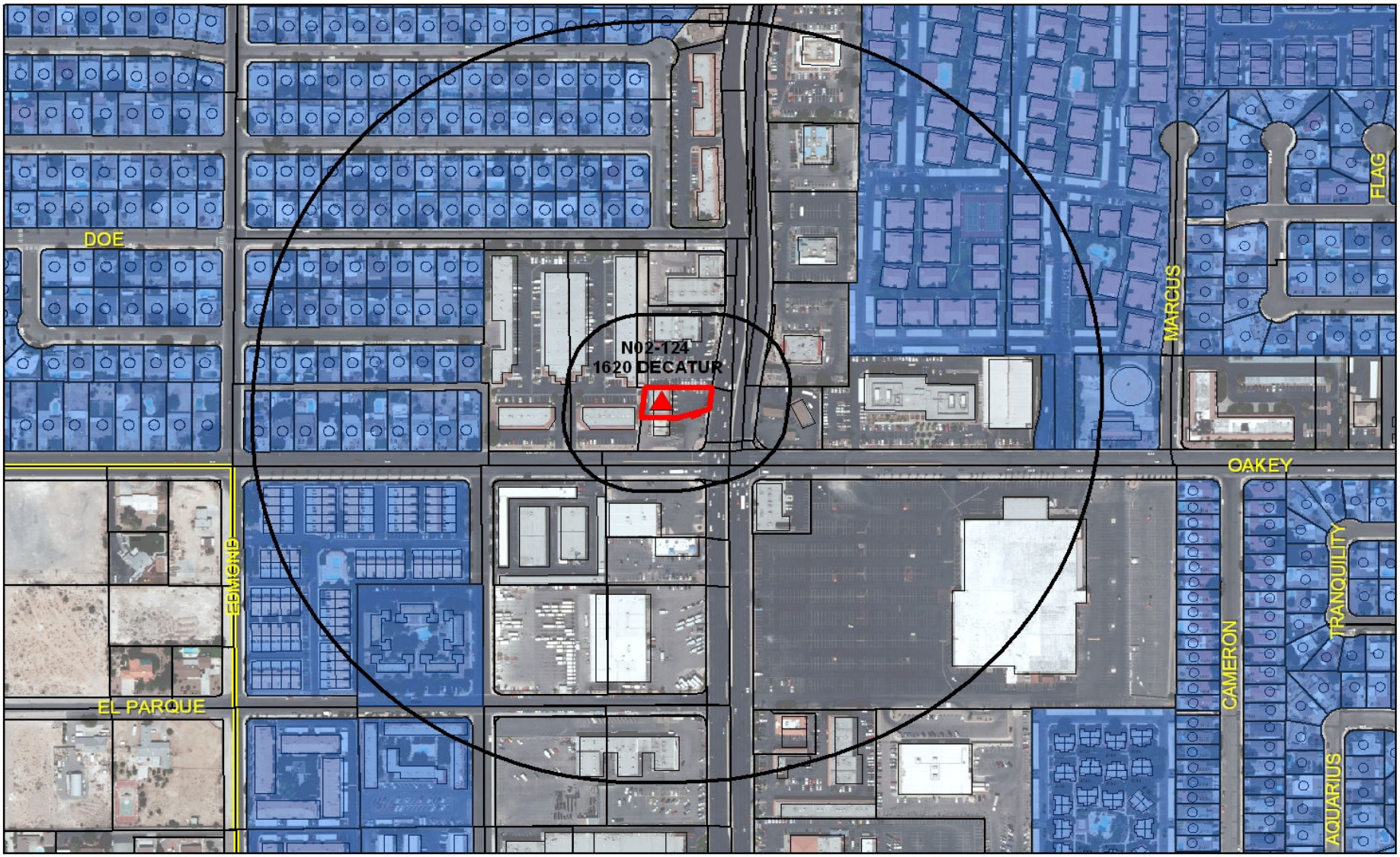
0 300 600 Feet

CASE: **SUP-38533 AND SUP-38534**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-38533

Financial Business Locations

- Financial Institution, Specified
- Pawnshops
- Automobile Title Loan

- Subject Property
- Residential Property
- 200ft & 1000ft Buffer

0 210 420 840 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: LOANEX - OWNER: DECATUR-OAKEY PLAZA LIMITED PARTNERSHIP

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-38533	Staff recommends APPROVAL, subject to conditions:	N/A
SUP-38534	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

SUP-38533 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for Auto Title Loan use.

2. All window signage shall be in conformance with LVMC Title 19.14, or removed within 30 days of the date of final approval.

3. This approval shall be void two years from the date of final approval, unless a business license has been issued to conduct the activity. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SUP-38534 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for Secondhand Dealer use.

2. All window signage shall be in conformance with LVMC Title 19.14, or removed within 30 days of the date of final approval.

3. This approval shall be void two years from the date of final approval, unless a business license has been issued to conduct the activity. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting two Special Use Permit for Auto Title Loan and Secondhand Dealer within an existing 750 square-foot non-conforming Financial Institution, Specified at 1620 South Decatur Boulevard, Suite A. The applicant is requesting for a waiver for the Auto Title Loan to allow the minimum of 750 square feet, where 1,500 square feet minimum of the building or portion thereof that is dedicated for the use. Staff is recommending approval of these applications because the proposed uses can be conducted in a manner that is harmonious and compatible with existing surrounding land uses. If this request is denied, the Auto Title Loan and Secondhand Dealer uses cannot be permitted on this site.

ISSUES

- A waiver is required to allow 750 square feet for the Auto Title Loan use where 1,500 square feet is the minimum floor area required.
- A site visit by staff and noted that a window signage was observed and exceeded the 25 percent coverage allowed pursuant to Title 19.14.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/21/69	The Board of City Commissioners approved for a Rezoning (Z-0026-69) on property generally located on the northwest corner of Oakey Boulevard and Decatur Boulevard, from R-3 and R-1 to C-1 (Limited Commercial). The Planning Commission recommended approval.
10/22/69	The Board of City Commissioners approved a request for a six month Extension of Time under Z-0026-69 on property generally located on the northwest corner of Oakey Boulevard and Decatur Boulevard, C-1 (Limited Commercial) Zone. The Planning Commission recommended approval.
02/14/85	The Planning Commission approved a Plot Plan Review (Z-0026-69) of property generally located on the northwest corner of Oakey Boulevard and Decatur Boulevard, C-1 (Limited Commercial) Zone. Staff recommended approval.
07/29/10	The Planning Commission voted (7-0) to recommend APPROVAL of companion items SUP-38533 and SUP-38534 (PC Agenda Items #44-45/rg)

Most Recent Change of Ownership	
12/24/90	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
03/12/85	A building permit (#6238) was issued for a Commercial Retail Building at 1620 South Decatur Boulevard. The project was completed on 07/19/85.
08/08/95	A business license (C21-00023) was issued for a Check Cashing Service at 1620 South Decatur Boulevard Suite #A. The license was reclassified to Non-Depository Lender on 09/18/09.
01/07/10	A temporary business license (N02-00124) was issued for Non-Depository Lender at 1620 South Decatur Boulevard, Suite #A. The temporary business license was conditioned for defer deposit services only and will expire on 07/29/10.

Pre-Application Meeting	
06/03/10	A pre-application meeting with applicant was held where elements of submitting Special Use Permit applications for an Auto Title Loan and Secondhand Dealer were discussed. The topic included: • The submittal of application materials, meeting dates, and deadlines were discussed. • The parking requirement for an Auto Title Loan and Secondhand Dealer are the same as the Financial Institution, Specified. The required parking is one space per 250 square feet of gross floor area and no additional parking is required for the proposed use. • The site plan needs to be revised to include a comprehensive parking calculation with the parking requirements of different uses on-site. • The justification letter needs to be revised to include the business address and suite number of the proposed use. • The hours of operation needs to be indicated on the justification letter indicating that the use will not extend beyond the hours of 8:00 a.m. to 11:00 p.m. Otherwise, a waiver is required to extend the required hours of operation requirements. • A waiver is required to allow 750 square feet for the use where 1,500 square feet is the minimum floor area required.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
06/24/10	A field check was conducted by staff and observed window signage of the subject suite. Pursuant to Title 19.14, the window signage exceeds 25 percent.

Details of Application Request	
Site Area	
Net Acres	0.30

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Office/General Retail	SC (Service Commercial)	C-1 (Limited Commercial)
North	Motor Vehicle Sales, Used	GC (General Commercial)	C-2 (General Commercial)
South	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
East	Convenience Store & Service Station (without Automotive Repair)	SC (Service Commercial)	C-1 (Limited Commercial)
West	Office	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			
A-O (Airport Overlay) District	X		Y
Trails	X		Y
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

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Financial Institution, Specified	750 SF	1/250 SF	3				
Retail	1,500 SF	1/175 SF	10				
General Retail	750 SF	1/175 SF	5				
Office other than listed	2,250 SF	1/300 SF	9				
Beauty Salon	750 SF	3 space per station	15				
TOTAL SPACES REQUIRED			42		16		
TOTAL (With Handicapped)			40	2	15	1	N
Loading Spaces	6,000 SF	Less than 10,000 SF	1		1		Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
1,500 square feet minimum of the building or portion thereof that is dedicated for the use.	750 square feet is the existing area of the suite.	Approval

ANALYSIS

The proposed Auto Title Loan will allow a business that provides check cashing services such as a principal service deferred, a paycheck advance service, and any business primarily providing cash loans, installment loans or cash. The proposed Secondhand Dealer will allow a specialty shop which deals solely in one kind of used commodity with no new commodities, or a business in which the sale of secondhand or used articles is incidental to the sale of new articles of the

same kind. The term includes the sale of jewelry (Class III type) and scrap precious metals. The parking requirement for this site is determined by the different uses; therefore, 37 parking spaces are required. Currently, the provided parking for the site is 16 spaces and it is a parking-impaired development, pursuant to Title 19.10.010. The proposed Auto Title Loan and Secondhand Dealer uses will not increase the area of the suite or result in a change of use that requires an increase in the number of required parking spaces, whereas they have the same parking requirement as the existing non-conforming Financial Institution, Specified. The Financial Institution, Specified use has been pre-existing on-site prior to the requirements for a Special Use Permit.

A minimum Special Use Permit requirement for the proposed Auto Title Loan use is a 1,500 square-foot minimum floor area for the use. The applicant has requested a waiver to allow 750 square feet of floor area for the proposed use.

A site visit was conducted by staff noted a window signage was observed and exceeded the 25 percent coverage allowed pursuant to Title 19.14. A condition of approval has been added to address the window signage.

The proposed Auto Title Loan and Secondhand Dealer uses can be conducted in a manner that is harmonious and compatible with existing surrounding land uses. No additional parking requirements for the proposed uses, staff is recommending approval of this request.

FINDINGS (SUP-38533)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed use can be conducted in a manner that is harmonious and compatible with the uses in the existing site and with the commercial uses on adjacent properties.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the type and intensity of the proposed use.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

Site access is provided from Decatur Boulevard, a 100-foot Primary Arterial and Oakey Boulevard, an 80-foot Secondary Collector as designated in the Master Plan of Streets and Highways. These streets are of sufficient size to accommodate the needs of the proposed Auto Title Loan use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of the proposed Special Use Permit will not compromise the public health, safety and general welfare, as the use will be subject to regular inspections for business licensing.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The use does not meet the applicable condition per Title 19.04. Staff recommends approval of a waiver to allow 750 square feet minimum for the proposed use, where 1,500 square feet minimum is required.

FINDINGS (SUP-38534)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed use can be conducted in a manner that is harmonious and compatible with the uses in the existing site and with the commercial uses on adjacent properties.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the type and intensity of the proposed Secondhand Dealer use.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Site access is provided from Decatur Boulevard, a 100-foot Primary Arterial and Oakey Boulevard, an 80-foot Secondary Collector as designated in the Master Plan of Streets and Highways. These streets are of sufficient size to accommodate the needs of the proposed Auto Title Loan use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of the proposed Special Use Permit will not compromise the public health, safety and general welfare, as the use will be subject to regular inspections for business licensing.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The Secondhand Dealer use meets all of the applicable conditions per Title 19.04.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

NOTICES MAILED 261 (By City Clerk)

APPROVALS 1

PROTESTS 2

PLANNING & DEVELOPMENT DEPARTMENT

RECEIVED
JUN 14 2010

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-38533** APN: 163-01-602-005

Name of Property Owner: Decatur - Oakey Plaza, L.P.

Name of Applicant: Loanex

Name of Representative: Bob Gronauer - Kaempfer Crowell Renshaw Gronauer & Fiorentino

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 __X__ 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: _____

X Signature of Property Owner: Joseph Vranesh

Print Name: Joseph VRANESH

Subscribed and sworn before me

This 10 day of June, 2010

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
SCOTT K. CATERER
My Appointment Expires
No: 05-101729-1 December 2, 2013

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.doc

886583.1 AMP 15919.4

RECEIVED JUN 14 2010

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit for Auto Title Loans

Project Address (Location) 1620 S. Decatur Boulevard Suite A

Project Name Loanex **Proposed Use** Auto Title Loans

Assessor's Parcel #(s) 163-01-602-005 **Ward #** 1

General Plan: existing _____ **proposed** N/A **Zoning: existing** C-1 **proposed** N/A

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information See attached justification letter

PROPERTY OWNER Decatur-Oakey Plaza, L.P. **Contact** John Grewell

Address 1700 S. 8th Street **Phone:** (702) 856-7419 **Fax:** _____

City Las Vegas **State** NV **Zip** 89104

E-mail Address johngrewell@gmail.com

APPLICANT Loanex **Contact** John Grewell

Address 71 Marsh Harbor Court **Phone:** (702) 856-7419 **Fax:** _____

City Las Vegas **State** NV **Zip** 89148

E-mail Address johngrewell@gmail.com

REPRESENTATIVE Kaempfer Crowell Renshaw Gronauer & Fiorentino **Contact** Bob Gronauer

Address 8345 W. Sunset Road, Suite 250 **Phone:** (702) 792-7000 **Fax:** (702) 796-7181

City Las Vegas **State** NV **Zip** 89113

E-mail Address rig@kcnvlaw.com

X **Property Owner Signature*** Joseph Vranesh

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name X Joseph VRANESH

Subscribed and sworn before me

This 10 day of June, 20 10.

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
SCOTT K. CATERER
My Appointment Expires
December 2, 2013
No: 05-101729-1

FOR DEPARTMENT USE ONLY

Case #	SUP 389533
Meeting Date:	7.29.10
Total Fee:	$1,030.-
Date Received:*	6.14.10
Received By:	JFA

*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.

f:\depot\Application Packet\Application Form.pdf

893746.1
Revised 10/27/08

AMP

RECEIVED JUN 14 2010

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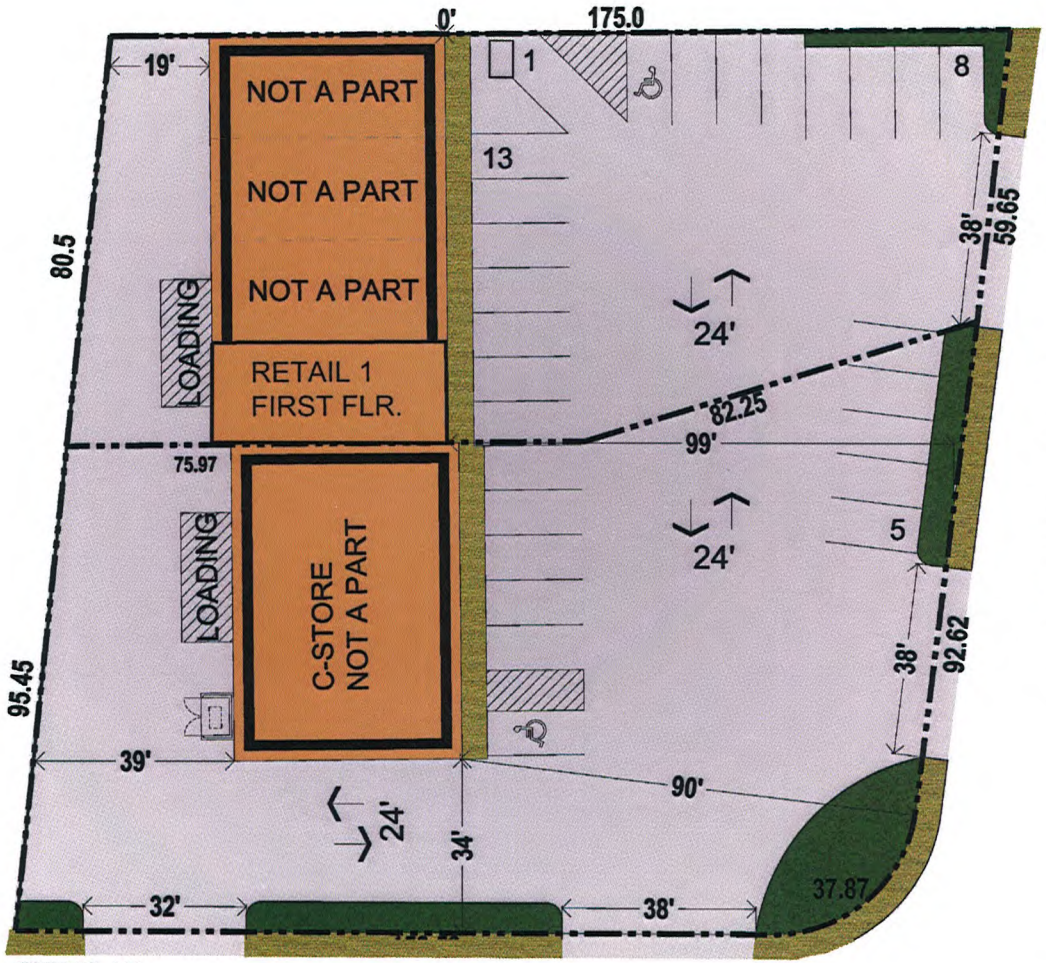


1 **SITE PLAN**
SCALE: 1" = 15'

SITE INFORMATION

ZONING- Clark County, NV

APN#: 163-01-602-005
Zoning- C-1

AREA (Approximate, to be verified)

Gross Area	13,068 Sq.Ft.	0.30 - Acres
Net Area	180,423 Sq. Ft.	4.14 - Acres
Lot Coverage		24 %

SETBACKS	REQUIRED	PROVIDED
Front:	20 ft	99 ft Existing
Side:	10 ft	0 ft Existing
Corner Side:	15 ft	90 ft Existing
Rear:	20 ft	19 ft Existing

BUILDING HEIGHT

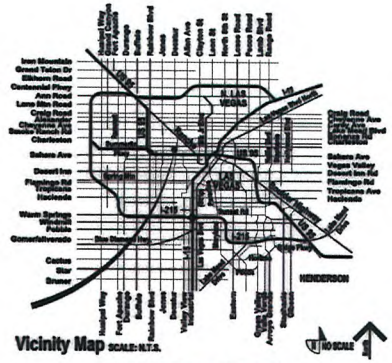
Allowed:	35 ft
Provided:	N/A Existing

H.C. PARKING

Required:	2 Spaces
Provided:	2 Spaces Existing

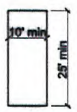
PARKING

Suite #	Name of Business	Type of Use	Parking Requirements	Tenant Space	Parking Required	Parking Provided
A	Loanex	Financial Institution, Specified	1 space per 250 SF	750 GSF	3 Spaces	
B	Vacant	Vacant	1 space per 175 SF	750 GSF	5 Spaces	
D	Sam Smoke Shop	General Retail	1 space per 175 SF	750 GSF	5 Spaces	
E	Vacant	Vacant	1 space per 175 SF	750 GSF	5 Spaces	
F	Calozzuma Income Tax	Office	1 space per 300 SF	750 GSF	3 Spaces	
G	PC Development Inc.	Office	1 space per 300 SF	750 GSF	3 Spaces	
H	Sixteen Twenty	Beauty Salon	3 spaces per station (Per business license 5 Stations)	750 GSF	15 Spaces	
J	Stone Age Concrete	Office	1 space per 300 SF	750 GSF	3 Spaces	
				Total	42 Spaces	16 Spaces Existing





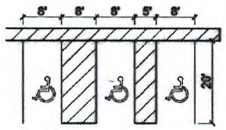
Location Map



Typical Loading Spaces



Standard



Handicapped

Typical Parking Spaces



Fire Turning Radius

SUP-38533
SUP-38534

REVISED

RECEIVED
JUN 29 2010

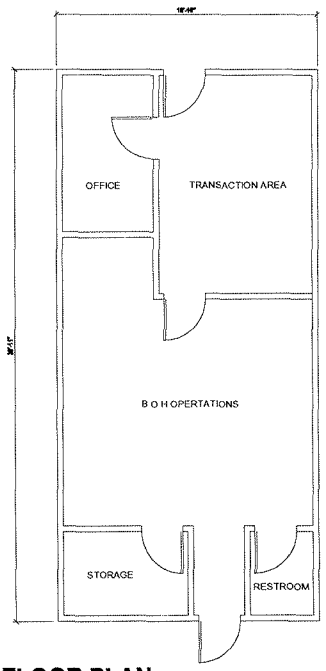
LOANEX

1620 S. Decatur, City of Las Vegas, NV

NORTH
Scale: 1:15

FRONTLINE group MOSER architecture studio

Conceptual Site Plan : Sheet Title
10-015 : Project Number
05/11/2010 (Revised 6/28/10) : Date



1 **FLOOR PLAN**
SCALE: 1/4" = 1'-0"

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JUN 14 2010

LOANEX

1620 S. Decatur, City of Las Vegas, NV

NORTH

Scale:

FRONTLINE group

DOSER architecture studio

Floor Plan : Sheet Title
10-615 : Project Number
05/11/2010 : Date

SUP-38534

SUP-38534



SUP-38533 & SUP-38534 - APPLICANT: LOANEX - OWNER: DECATUR-OAKEY PLAZA, LIMITED PARTNERSHIP
1620 SOUTH DECATUR BOULEVARD, SUITE A

06/24/10

KAEMPFER CROWELL

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

ATTORNEYS AT LAW
LAS VEGAS OFFICE

ANTHONY J. CELESTE
aceleste@kcnvlaw.com
702.693.4215

LAS VEGAS OFFICE
8345 West Sunset Road
Suite 250
Las Vegas, NV 89113
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
5585 Kietzke Lane
Reno, NV 89511
Tel: 775.852.3900
Fax: 775.882.0257

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

June 11, 2010

VIA HAND DELIVERY

CITY OF LAS VEGAS
PLANNING & DEVELOPMENT
731 S. Fourth St.
Las Vegas, NV 89101

Re: ***Justification Letter – Special Use Permit for Auto Title Loan & Secondhand Sales and Waivers to Reduce Square Footage Requirements***
APN: 163-01-602-005

To Whom It May Concern:

Please be advised this office represents Loanex (the "Applicant"). The Applicant is seeking a special use permit for an auto title use, secondhand dealer for the buying and selling of gold and a waiver of square footage requirements at its existing business located at 1620 S. Decatur Blvd. Suite A. on the northwest corner of Decatur Boulevard and Oakey Boulevard, more particularly known as APN: 163-01-602-005 (the "Site").

The Applicant has been lawfully operating its 750 square foot check cashing/payday loan/title loan business from 9am to 6pm Monday through Friday for a number of years at the Site, including offering an auto title use to it customers. The Code requires a minimum square footage of 1500 square feet and the Applicant's suite is 750 square feet. However, the Nevada legislature recently amended the state law which resulted in existing businesses of this type to reclassify their local business licenses which carved out auto title loans as a separate use. Therefore, as the Site is zoned C-1 a special use permit is now required for the Applicant to obtain approval of the amended business license.

As a result and in order to comply with the new state and local laws, the Applicant is seeking the special use permit to continue offering auto title uses at the Site, as it has for the past several years.

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JUN 14 2010

SUP-38533
SUP-38534

Secondhand Dealer

In addition the Applicant wishes to expand its business by offering the buying and selling of gold and precious metals at this Site. This use is allowed in a C-1 zone with the approval of a special use permit.

We thank you in advance for your consideration of this matter. Should you have any additional questions, please feel free to contact me.

Sincerely,

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

Anthony J. Celeste for

AJC/

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JUN 14 2010

SUP-38533
SUP-38534

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

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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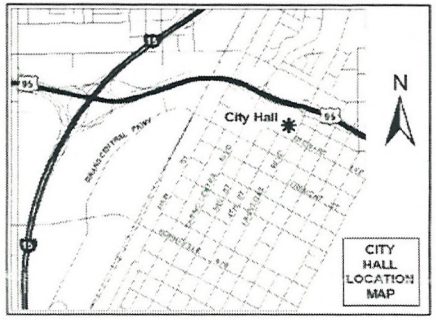
Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38533 & SUP-38534

Planning Commission Meeting of 7/29/2010

Case: SUP-38533
16301616002
BRYANT JEFFREY DELL & AMY
5232 W OAKEY BLVD
LAS VEGAS NV 89146-3314

44-45
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07/22/2010 19:32 7028773349 ERIC: "=LANETTE PAGE 01

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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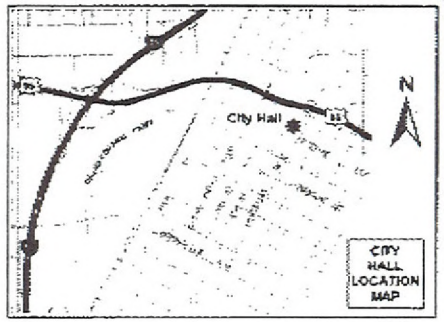

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38533 & SUP-38534

Planning Commission Meeting of 7/29/2010

Case: SUP-38533

16301616004
HIGGONBOTHAM ERIC & LANETTE
5224 W OAKEY BLVD
LAS VEGAS NV 89146-3314

RECEIVED
JUN 23 2010

Submitted after final agenda
Date
Item 44-45 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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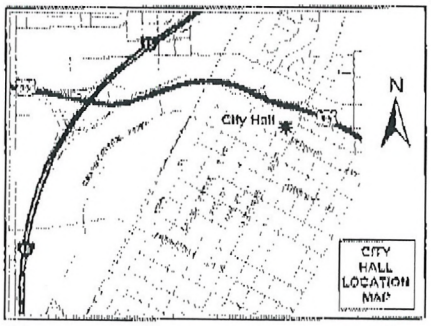
Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38533 & SUP-38534

Planning Commission Meeting of 7/29/2010

Case: SUP-38533

16301602005
DECATUR-OAKEY PLAZA L P
1700 S 8TH ST
LAS VEGAS NV 89104-2845

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JUN 2 0 2010

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City of Las Vegas Agenda Item No.: **87.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SUP-38534 - SPECIAL USE PERMIT RELATED TO SUP-38533 - PUBLIC HEARING - APPLICANT: LOANEX - OWNER: DECATUR-OAKEY PLAZA LIMITED PARTNERSHIP - Request for a Special Use Permit FOR A PROPOSED SECONDHAND DEALER USE (JEWELRY) WITHIN AN EXISTING 750 SQUARE-FOOT FINANCIAL INSTITUTION, SPECIFIED at 1620 South Decatur Boulevard, Suite A (APN 163-01-602-005), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

RECEIVED
JUN 14 2010

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-38534** APN: 163-01-602-005

Name of Property Owner: Decatur - Oakey Plaza, L.P.

Name of Applicant: Loanex

Name of Representative: Bob Gronauer - Kaempfer Crowell Renshaw Gronauer & Fiorentino

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 X 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: _____

X Signature of Property Owner: Joseph Vranesh

Print Name: Joseph VRANESH

Subscribed and sworn before me

This 10 day of June, 2010

_____
Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
SCOTT K. CATERER
My Appointment Expires
No: 05-101729-1 December 2, 2013

RECEIVED
JUN 14 2010

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit for Second Hand Sales

Project Address (Location) 1620 S. Decatur Boulevard Suite A

Project Name Loanex **Proposed Use** Second Hand Sales

Assessor's Parcel #(s) 163-01-602-005 **Ward #** 1

General Plan: existing _____ proposed N/A **Zoning:** existing C-1 proposed N/A

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information See attached justification letter

PROPERTY OWNER Decatur-Oakey Plaza, L.P. **Contact** John Grewell

Address 1700 S. 8th Street **Phone:** (702) 856-7419 **Fax:** _____

City Las Vegas **State** NV **Zip** 89104

E-mail Address johngrewell@gmail.com

APPLICANT Loanex **Contact** John Grewell

Address 71 Marsh Harbor Court **Phone:** (702) 856-7419 **Fax:** _____

City Las Vegas **State** NV **Zip** 89148

E-mail Address johngrewell@gmail.com

REPRESENTATIVE Kaempfer Crowell Renshaw Gronauer & Fiorentino **Contact** Bob Gronauer

Address 8345 W. Sunset Road, Suite 250 **Phone:** (702) 792-7000 **Fax:** (702) 796-7181

City Las Vegas **State** NV **Zip** 89113

E-mail Address rjg@kcnvlaw.com

X **Property Owner Signature*** Joseph Vranesh

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Joseph VRANESH

Subscribed and sworn before me

This 10 day of June, 20 10.

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
SCOTT K. CATERER
My Appointment Expires
No: 05-101729-1 December 2, 2013

FOR DEPARTMENT USE ONLY

Case #	SUP 38534
Meeting Date:	7.29.10
Total Fee:	$1,030.-
Date Received:*	6.14.10
Received By:	JBA

*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.

City of Las Vegas Agenda Item No.: **88.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

SUP-38536 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: WAI CHUN GINN – Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT WITHIN AN EXISTING 1,996 SQUARE-FOOT CONVENIENCE STORE WITH A WAIVER TO ALLOW A 313-FOOT DISTANCE SEPARATION FROM A CHILD CARE FACILITY WHERE 400 FEET IS REQUIRED at 1451 West Owens Avenue (APN 139-28-501-001), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (4-3 vote) recommends DENIAL. Staff recommends APPROVAL.

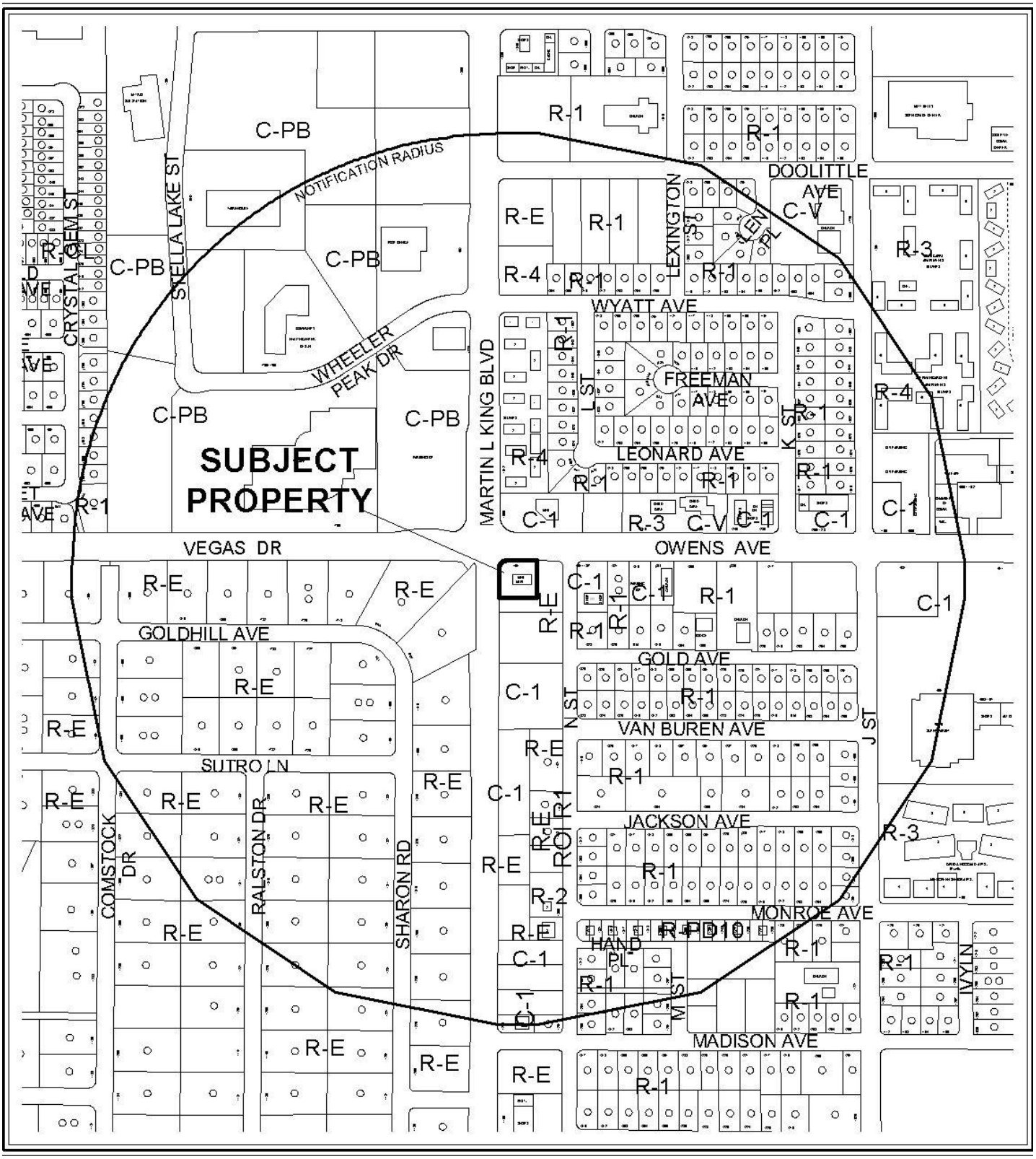
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**40**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

The Planning Commission (4-3 vote) recommends DENIAL. Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Appeal Letter Filed by Vincent Ginn, Esq.
6. Justification Letter
7. Backup referenced from the July 29, 2010 Planning Commission Meeting Item SUP-38536



CASE: **SUP-38536**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 300 600 Feet

N



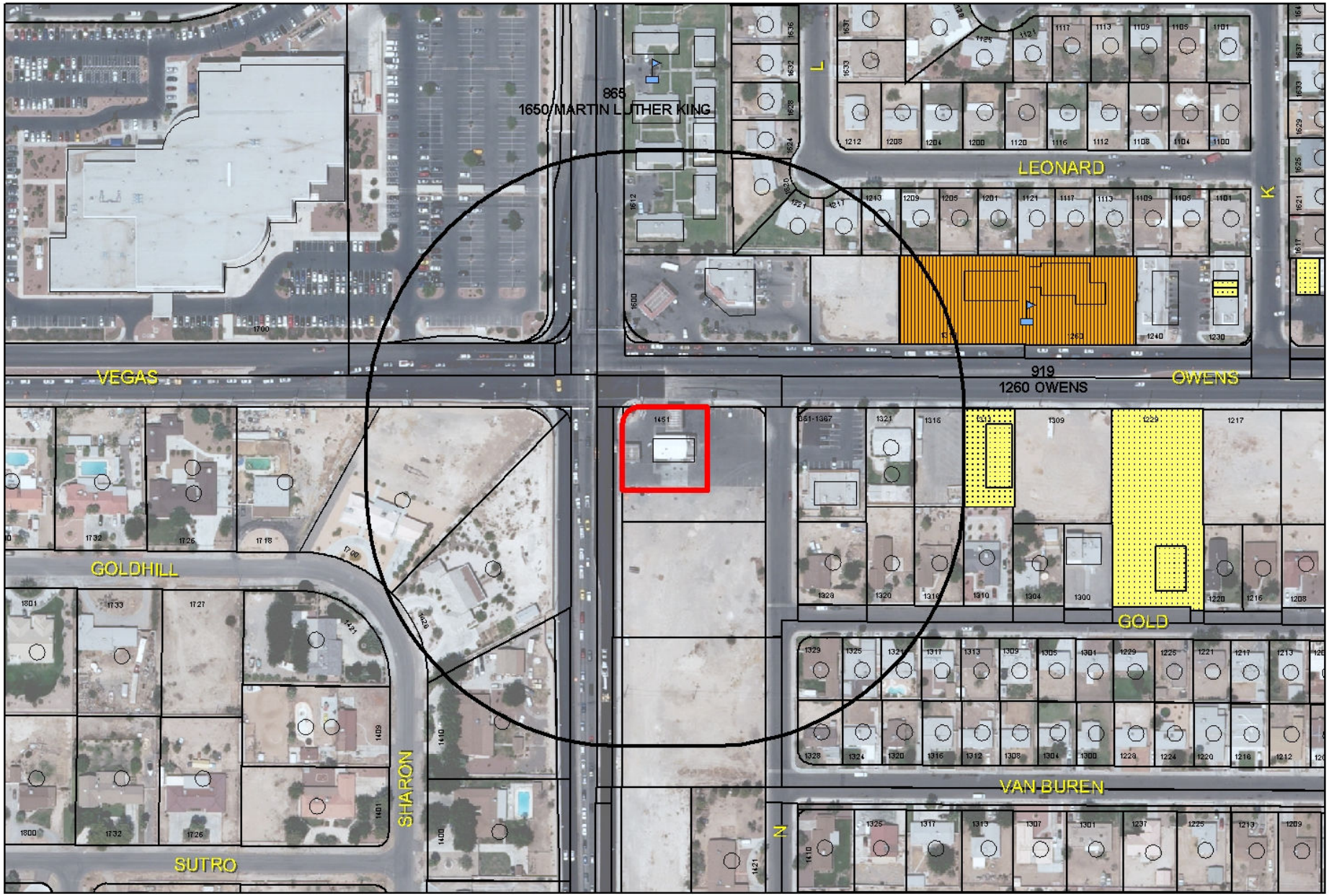
0 300 600 Feet

CASE: **SUP-38536**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



SUP-38536

Business Licenses

- Child Care/ Children Facility
- Beer/Wine/Cooler On Sale
- Beer/Wine/Cooler Off Sales
- Beer/Wine/Cooler On-Off Sale
- Package Liquor Sales
- Supper Club/ Restaurant Service Bar
- Tavern
- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 foot buffer

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: WAI CHUN GINN

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-38536	Staff recommends APPROVAL, subject to conditions:	

** CONDITIONS **

SUP-38536 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Beer/Wine/Cooler Off-Sale Establishment use.

2. This approval shall be void two years from the date of final approval unless a business license has been issued to conduct the activity. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. One van accessible handicap parking space shall be provided at the subject site. The space shall meet all requirements of Title 19.10.

4. Approval of this Special Use Permit does not constitute approval of a liquor license.

5. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

6. All beer and wine coolers shall remain in their original manufacturer's configuration of four- or six-packs.

YK/MH

7. The sale of single beers, malt beverages, or wine coolers of any size with alcohol by volume greater than 6% shall be prohibited. The sale of wines with an alcohol by volume of greater than 16% shall be prohibited.

8. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
September 1, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This application is a request for a Special Use Permit to add a Beer/Wine/Cooler Off-Sale Establishment use with restricted gaming for four slot machines within an existing 1,996 square-foot Convenience Store at 1451 West Owens Avenue. A request for a distance separation waiver is permissible as there is a 100-foot right-of-way (Owens Avenue) between the two uses. The Use can be conducted in a manner that is harmonious and compatible with surrounding uses. Staff therefore recommends approval. If denied, the Beer/Wine/Cooler Off-Sale Establishment use and associated licenses cannot be permitted at this location.

ISSUES

- A Waiver to allow a 313-foot distance separation from an existing Child Care Center where 400-feet required is necessary for approval of the requested Special Use Permit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/20/94	The City Council denied the appeal of a Planning Commission denial of a Special Use Permit (U-0047-94) and a Variance (V-0022-94) to allow an off-premise sign on this site.
02/22/01	The City Council revoked a business license for a Liquor Establishment (Off-Premise Consumption) at the subject address.
09/21/05	The City Council accepted the request to withdraw without prejudice an application for a Special Use Permit (SUP-6719) to allow a proposed Liquor Establishment (Off-Premise Consumption) at 1451 West Owens Avenue and for a Waiver of the 400-foot distance separation requirement from an existing school and childcare facility. Planning Commission denied the request on 6/23/05 and the applicant appealed to City Council. Staff recommended denial of the application.
07/29/10	The Planning Commission voted (4-3 vq/se/gt) to recommend DENIAL (PC Agenda Item #46/yk/mh). On August 2, 2010 the applicant appealed the Planning Commission's recommendation.

Most Recent Change of Ownership	
07/25/85	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
07/02/03	Business licenses for a Convenience Store (#C15-00346) and Tobacco Sales (C05-02261) were issued for 1451 West Owens Avenue.
05/21/04	A business license for a Tobacco Dealer (#C05-02261) was issued for 1451 West Owens Avenue and is currently active.
09/11/06	A business license for a Convenience Store (#C15-00346) was issued for 1451 West Owens Avenue and is currently active.
03/31/09	A business license for a Pool Cleaning Service (#M01-09996) was issued for 1451 West Owens Avenue. The license expired and was re-instated on 04/09/10.
04/09/10	A business license for a Pool Cleaning Service (#M01-09996) was issued for 1451 West Owens Avenue and is currently active.
06/16/10	A business license for Beer/Wine/Cooler Off-Sale (L10-96597) is under review, as of 08/17/10 the license has not yet been issued.
06/24/10	A business license for a Gas Station (S05-96749) is under review, as of 08/17/10 the license has not been issued.

Pre-Application Meeting	
05/10/10	Staff met with the owner and reviewed the requirements for an application submittal for a Special Use Permit. It was noted a Waiver would need to be requested for the 400-foot distance separation requirement from a Child Care Facility.

Neighborhood Meeting
No neighborhood meeting was required nor was one held.

Field Check	
06/24/10	Staff visited the site and found a convenience store in operation. There is parking on the adjacent R-4 zoned lot, which has been referred to Code Enforcement.

Details of Application Request	
Site Area	
Net Acres	0.39

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Convenience Store	C (Commercial)	C-2 (General Commercial)
North	Convenience Store	C (Commercial)	C-1 (Limited Commercial)
South	Undeveloped	C (Commercial)	R-E (Residence Estates)
East	Undeveloped	C (Commercial)	R-E (Residence Estates)
West	Single-Family	R (Residential Rural Density)	R-E (Residence Estates)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
West Las Vegas Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District – 140 feet	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
		Required			***Provided***		***Compliance***
			Parking		*Parking*		
Use	***Gross Floor Area or Number of Units***	***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Convenience Store	1,996 sq. ft.	1 per 175 sq. ft.	12		6		N
TOTAL SPACES REQUIRED			12		6		N
TOTAL (With Handicapped)			11	1	6	0	N

Waivers		
Requirement	***Request***	***Staff Recommendation***
400-foot distance separation from a Child Care Facility	313-foot distance separation from a Child Care Facility.	Approval

YK/MH

ANALYSIS

A distance separation Waiver is required since the proposed use is 313 feet away from a Child Care Facility where a minimum of 400-feet distance separation is required. A Waiver of this condition is possible, since there is a 100-foot Right-of-Way (Owens Avenue) that separates the two uses. The site is parking impaired for the existing uses, and the proposed new use does not require additional parking; however, condition has been added to require a van accessible handicap parking space in compliance with the requirements of Title 19.10. Parking on the adjacent residential lot to the east has been referred to Code Enforcement. Staff recommends approval of the request.

FINDINGS (SUP-38536)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed use will be located within the existing Convenience Store. The proposed use can be conducted in a manner that is harmonious and compatible with the use in the existing site and with the uses on adjacent properties.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the type and intensity of the proposed use. There is no additional parking requirement other than that which is required for the principal use.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Site access is provided from Martin Luther King Boulevard and Owens Avenue; both are 100-foot Primary Arterials as designated in the Master Plan of Streets and Highways. These streets are sufficient in size to accommodate the needs of the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of the proposed Special Use Permit will not compromise the public health, safety and general welfare, as the use will be subject to regular inspections by business licensing.

5. The use meets all of the applicable conditions per Title 19.04.

The proposed use will be located within an existing Convenience Store and complies with the minimum Special Use Permit requirements with the exception of the requested Waiver to allow a 313 foot distance separation from a Child Care Facility where a minimum of 400 feet is required. This Waiver is recommended for approval as there is a 100 foot Right-of-Way (Owens Avenue) between the two uses and minimal impact is expected.

PLANNING COMMISSION ACTION

The applicant agreed to all conditions. There were four speakers at the Planning Commission public hearing.

- 3 Opposed
- 1 Support

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 20

NOTICES MAILED 335 (By City Clerk)

APPROVALS 0

PROTESTS 40

YK/MH

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-38536** APN: 139-28501-001

Name of Property Owner: WAI CHUN GINN

Name of Applicant: WAI CHUN GINN

Name of Representative: WAI CHUN GINN

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 _____X_____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: _____

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JUN 14 2010
City of Las Vegas

Signature of Property Owner: _____

Print Name: WAI CHUN GINN

Subscribed and sworn before me

This 11 day of June, 2010

_____

Notary Public in and for said County and State

ALVIN J. LOCSIN
Notary Public, State of Nevada
Appointment No. 08-6221-1
My Appt. Expires Feb 6, 2012

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Beer/Wine/Cooler Off-Sale Establishment / 4 SLOT GAMING MACHINE

Project Address (Location) 1451 W OWENS AVE.

Project Name Pat's Chinese Food & Mini Mart **Proposed Use** Beer/Wine/Cooler/GAMING SLOTS MACHINE

Assessor's Parcel #(s) 139-28-501-001 **Ward #** 5-BARLOW

General Plan: existing C (Commercial) proposed N/a **Zoning:** existing C-2 proposed N/A

Commercial Square Footage 2000 SQ FT **Floor Area Ratio**

Gross Acres 0.39 **Lots/Units** 1 **Density** FREE STANDING BUILDING

Additional Information

PROPERTY OWNER WAI CHUN GINN **Contact** WAI CHUN (CANDIE) GINN

Address 2199 NATALIE AVE. **Phone:** 702 7358027 **Fax:**

City LAS VEGAS **State** NV **Zip** 89169

E-mail Address PWC GINN @ YAHOO.COM

APPLICANT WAI CHUN GINN **Contact** CANDIE (WAI CHUN)

Address 2199 NATALIE AVE, **Phone:** 702 7358027 **Fax:** cell 7023728828

City LAS VEGAS **State** NV **Zip** 89169

E-mail Address PWC GINN @ YAHOO.COM

REPRESENTATIVE PAT GINN **Contact** JOSALENE GINN

Address 2199 NATALIE AVE **Phone:** 702 3723838 **Fax:**

City LAS VEGAS **State** NV **Zip** 89169

E-mail Address PWC.GINN @ YAHOO.COM

Property Owner Signature* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name WAI CHUN GINN

Subscribed and sworn before me

This 14 day of June, 20 10.

[signature]

Notary Public in and for said County and State

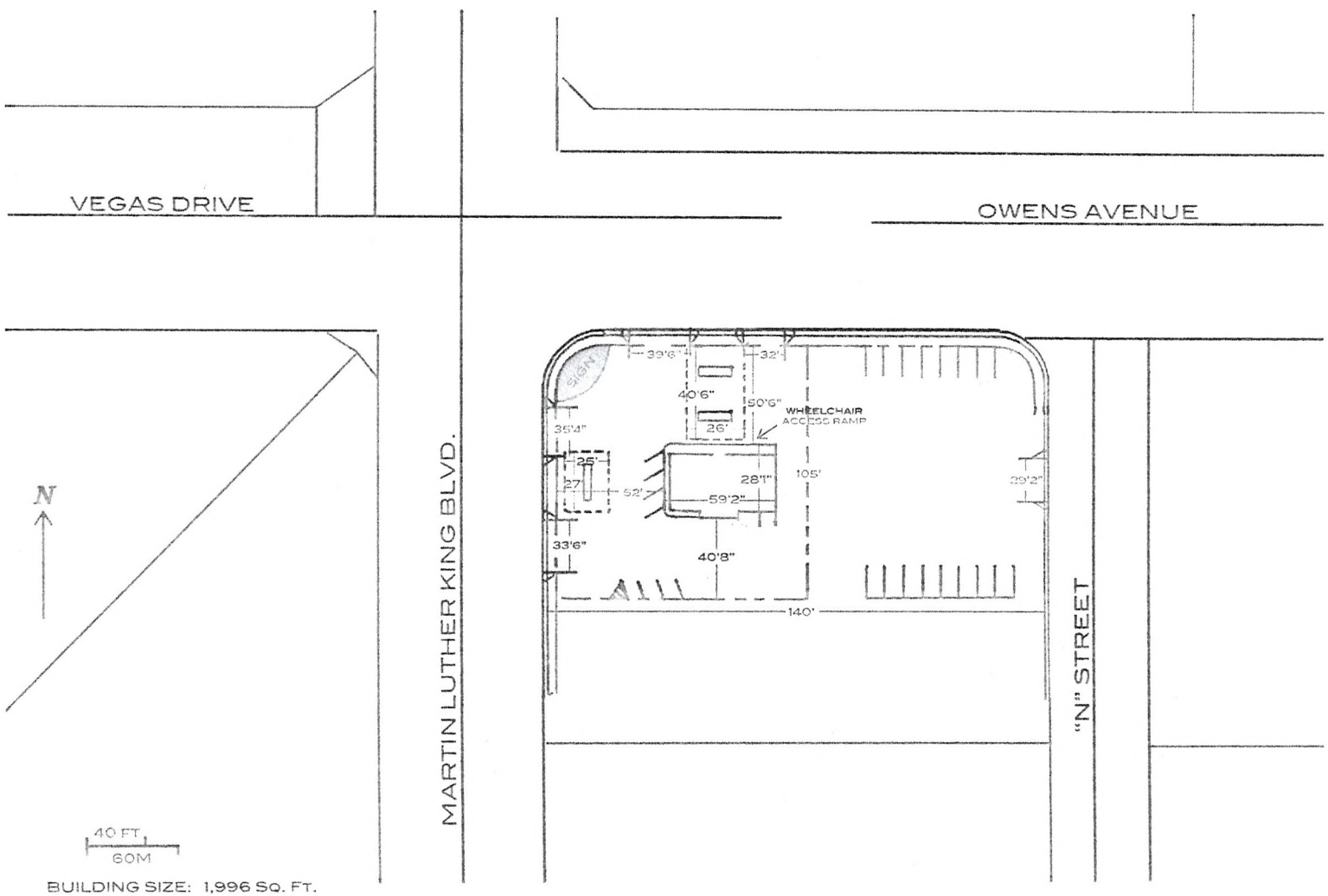
ALVIN J. LOCSIN
Notary Public, State of Nevada
Appointment No. 08-6221-1
My Appt. Expires Feb 6, 2012

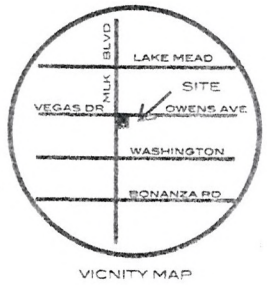
RECEIVED
JUN 14 2010
City of Las Vegas

FOR DEPARTMENT USE ONLY

Case #	SUP-39536
Meeting Date:	7/29/10
Total Fee:	$1290.00
Date Received:*	6-14-10
Received By:	[signature]

*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.





VICINITY MAP

Owner/Applicant: Wai Chun Ginn
Site Location: 1451 West Owens Ave., Las Vegas, NV 89106
Application Type: Site Development
Application Purpose: Beer/Wine/Cooler Off-Sale Establishment
APN: 139-28-501-001

BUILDING SIZE: 1,996 SQ. FT.

PROPERTY SIZE: 14,700 SQ. FT.

PARKING - 18 REGULAR SPACES
- 3 HANDICAP SPACES
- 21 TOTAL SPACES
- 14' L X 9'10" W

SIGN - 40' H X 18" W

PAT'S CHINESE FOOD & MINI-MART
SITE PLAN

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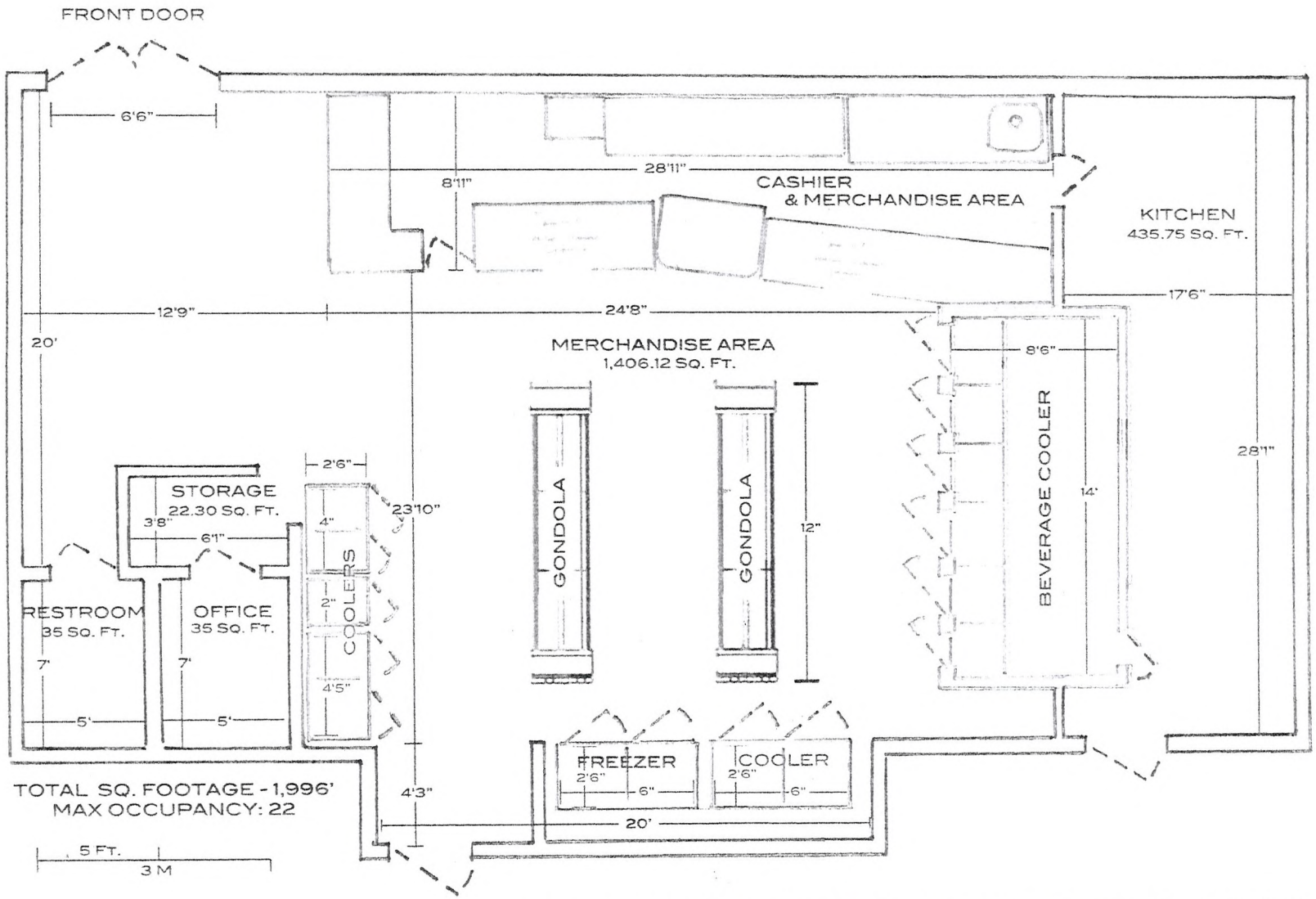
City of Las Vegas

SUP-38536



Owner/Applicant: Wai Chun Ginn
Site Location: 1451 West Owens Ave., Las Vegas, NV 89106
Application Type: Site Development
Application Purpose: Beer/Wine/Cooler Off-Sale Establishment
APN: 139-28-501-001

PAT'S CHINESE FOOD & MINI-MART
FLOOR PLAN

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City of Las Vegas

SUP-38536



SUP-38536 - APPLICANT/OWNER: WAI CHUN GINN
1451 WEST OWENS AVENUE

06/24/10

Vincent C. Ginn, Esq.
For Wai Chun Ginn
2199 Natalie Ave
Las Vegas, Nevada, 89169

City Clerk's Office
City Hall, First Floor
400 Stewart Avenue
Las Vegas, NV 89101

VIA FACSIMILE (702)382-4803

To Whom It May Concern:

Please accept this correspondence as a formal appeal of the Planning Commission's decision on July 29, 2010 regarding Agenda No. 46 [SUP-38536; Applicant Wai Chun Ginn (APN 139-28-501)].

Sincerely,

Vincent C. Ginn, Esq.

RECEIVED
CITY CLERK
2010 AUG -2 P 1:03

June 14, 2010

To Whom It May Concern~

I would like to apply for Special Use Permit for a Beer/ Wine/ Cooler Off- Establishment with restricted gaming (4 slot machines) for property located at 1451 W. Owens.

Wai Chun Ginn

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JUN 14 2010
City of Las Vegas

SUP-38536

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

PETITION AGAINST

7/29/10

SUP-38536 SPECIAL USE PERMIT

FOR A BEER/WINE COOLER AT 1451 OWENS AVENUE
SOUTH/EAST CORNER OF OWENS AND MLK

NAME	ADDRESS
Bill High	1940 Mills Circle 89106
Jimmie Williams	2011 Mills Circle 89106
Eddie Beard	1220 Virginia City Ave
Swayzen Fielch	1124 Comstock DR. 89106
[illegible]	1131 Comstock Dr 89106
[illegible]	1131 Sharon 89106
Walter Jones	1951 Sutro Lane
Roger Byrd	1307 Comstock Dr
James M Evans	1130 Virginia City Av
Rudolph & Jathery Mason	1131 Virginia City Ave. 89106
Beverly Bass	1321 Sharon Rd 89106
Leroy Bass Jr.	P.O. Box 270-905
Lydia High	P.O. Box 95832 Las Vegas. NV 89193
Shaun Dale	1122 Virginia city Ave
Rosie & Robert Ford	1231 Sharon Rd LV 89106 89106
Jimmie Hilton	1810 Sutro Lane Las Vegas NV
Helen Toland	1134 Comstock L.V 89106
Donna Shipp	1424 Upper Dr, LV 89106
Lonnie Wilson	1928 Fair Ave
Robert Robinson	1221 Virginia city AE 89106
Edna Mae Williams	

Submitted at Planning Commission

Date 7/29/10 Item 46

By Bill High

PETITION AGAINST

7/29/10

SUP-38536 SPECIAL USE PERMIT

FOR A BEER/WINE COOLER AT 1451 OWENS AVENUE
SOUTH/EAST CORNER OF OWENS AND MLK

NAME	ADDRESS
Willie Harris	1931 Goldhill ave
Cheryl Harris	Same
Elisabeth Zeeuwen	1416 Virginia City Ave 89106
[illegible]	1718 GOLDHILL AV.
[illegible]	1298 Virginia City AVE. 89106
Ronald Thompson	1928 Mills Circle Lv. NV 89106
Lillian W. Thompson	1928 Mills Cr. L 89106

Bonanza Village Neighborhood Association
P.O. Box 270356
Las Vegas, NV 89127

RELEASE FOR: WARD 5 COUNCILMAN RICKY BARLOW

SUP – 38356 SPECIAL USE PERMIT

DATE: 7/21/2010

FROM: BONANZA VILLAGE BOARD OF DIRECTORS
BILL HIGH, PRESIDENT - ELECT
ON BEHALF OF THE RESIDENTS OF BONANZA VILLAGE

TO: PLANNING COMMISSION

RE: REQUEST FOR A BEER/WINE/COOLER PERMIT WITH THE FOLLOWING CHANGES TO THE EXISTING ZONING USE

ARGUMENT AGAINST GRANTING A SPECIAL USE PERMIT

WE THE RESIDENTS OF BONANZA VILLAGE STAND FIRMLY AGAINST THE GRANTING OF A SPECIAL USE PERMIT FOR THE PROPERTY LOCATED AT 1451 W. OWENS. FOLLOWING ARE SOME OF OUR CONCERNS:

1. ZONING REGULATIONS IN PART ARE ESTABLISHED TO REGULATE THE AREA WITHIN A CERTAIN ZONE. FOR THE LAND TO BE USED IN AN ENVIRONMENTALLY FRIENDLY AND SAFE WAY THAT IS MOST PRODUCTIVE FOR THE COMMUNITY WITHIN THAT ZONE.

2. ISSUSING A SPECIAL USE PERMIT FOR USE THAT IS UNWANTED AND DETRIMENTAL TO THE COMMUNITY IS A TRADEGY WITHIIN ITSELF. IF THAT'S NOT BAD ENOUGH, THE APPLICANT HAS THE AUDACITY TO REQUEST A WAIVER THAT CIRCUMVENTS THE VERY ESSENCE OF THE ZONING DEFINITION, WHICH SEEMS CRIMINAL IN IT SELF.

3. ALCOHOL IS KNOWN TO INCITE IRRESPONSIBLE BEHAVIOR IN SOME PEOPLE.

   FOR EXAMPLE: UNUSUAL AND CRIMINAL HARM TO CHILDREN
   UNUSUAL AND CRIMINAL HARM TO ADULTS
   INCREASE IN TRAFFIC ACCIDENTS
   INCREASE IN DISCARDING LITTER
   INCREASE IN ABUSIVE LANGUAGE
   INCREASE IN UNDESIRABLE FOOT TRAFFIC

4. WITH THE THOUSANDS OF DOLLARS SPENT BY THE REDEVELOPMENT AGENCY FOR BEAUTIFICATION OF MLK BLVD., BOTH NORTH AND SOUTH OF THE CORNER OF OWENS AND MLK. THIS TYPE OF USE OF THE COMMERCIAL PROPERTY IS NOT WANTED OR NEEDED IN THIS COMMUNITY

WE REQUEST THE PLANNING COMMISSION TO DENY THIS APPLICATION.

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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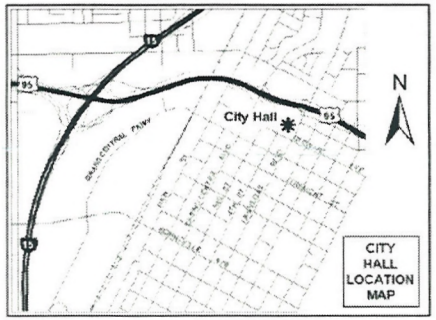

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38536

Planning Commission Meeting of 7/29/2010

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JUN 2[illegible] 20[illegible]

Case: SUP-38536
13921811031
MILLER MARY L
1212 LEONARD AVE
LAS VEGAS NV 89106-2445

4 of P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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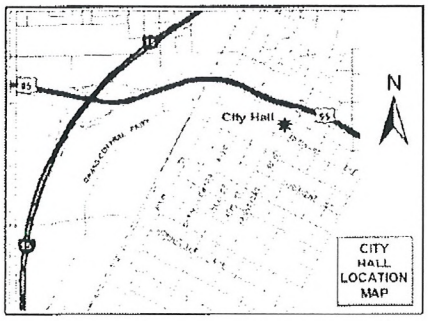

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-38536
Planning Commission Meeting of 7/29/2010

Case. SUP-38536
13928501009
STOWERS STEVIE D & TERRY D
8530 GLADE MINNOW AVE
LAS VEGAS NV 89113-1740

46P

Jul 20 10 02:17p A DOLLAR BAIL BONDS (702)385-5634 p.1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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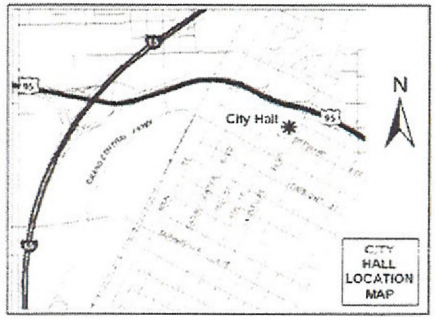

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-38536
Planning Commission Meeting of 7/29/2010

Case: SUP-38536
13928502009
JOHNSON JOHN D
1328 GOLD ST
LAS VEGAS NV 89106-2810

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Date
Item 46

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Development Services Center
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Las Vegas, Nevada 89101-2986

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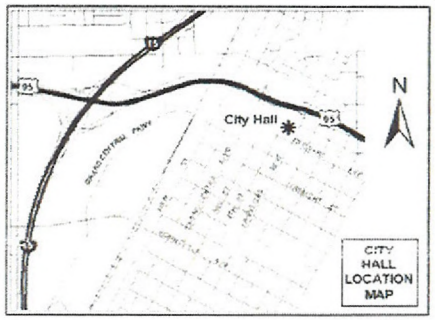

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Case: SUP-38536

13921410008
MCKINNEY ROBERT EUCLID
1608 CRYSTAL GEM ST
LAS VEGAS NV 89106-1802

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Date
Item 48

City of Las Vegas
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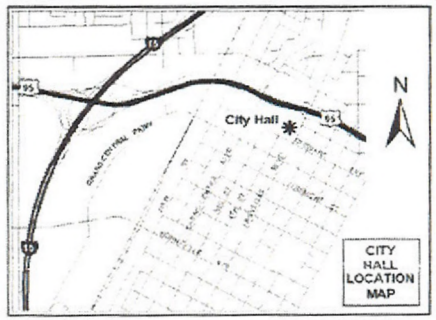

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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Case: SUP-38536

13928504009
SMITH LEONARD S
1324 JACKSON AVE
LAS VEGAS NV 89106-2865

ENCLOSED

Submitted after final agenda
Date
Item 4b

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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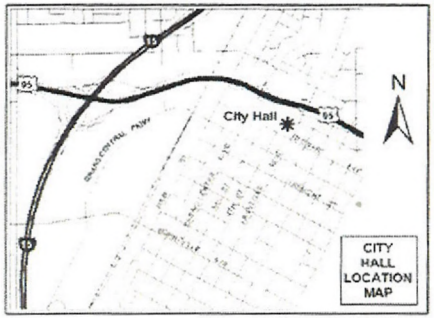

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38536

Planning Commission Meeting of 7/29/2010

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Case: SUP-38536
13921811010
BEATTY JEANNIE
1221 LEONARD AVE
LAS VEGAS NV 89106-2446

EAVDS11 89106

Submitted after final agenda
Date
Item 46

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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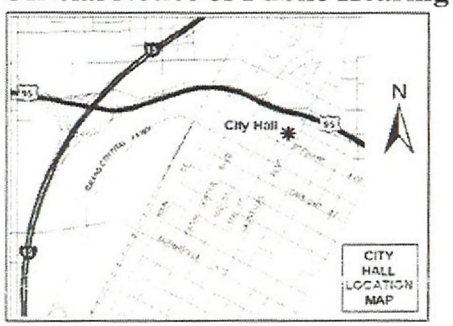

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-38536

Planning Commission Meeting of 7/29/2010

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JUL 23 2010

Case: SUP-38536

13928502010
PAGE JOHN C
1828 HUBBELL
LAS VEGAS NV 89156-7124

Submitted after final agenda
Date
Item 46

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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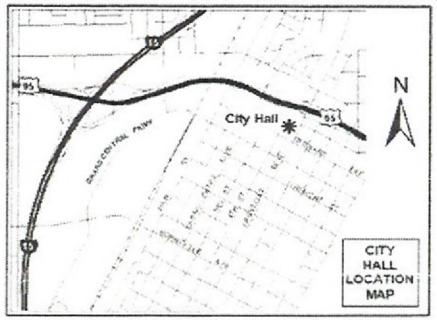

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-38536
Planning Commission Meeting of 7/29/2010

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Case: SUP-38536
13928110025
JOHNSON-BASS BEVERLY
1321 SHARON RD
LAS VEGAS NV 89106-2032

RECEIVED
JUN 27 2010

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Date
Item 4y

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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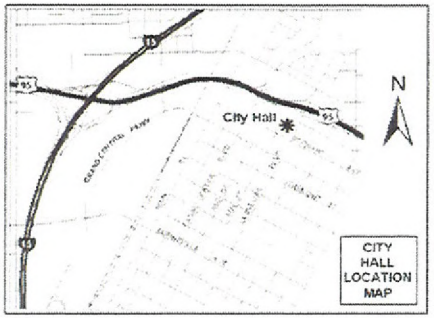

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38536
Planning Commission Meeting of 7/29/2010

Case: SUP-38536

13921805001
W F F INC
3797 MONUMENT ST
LAS VEGAS NV 89121-4438

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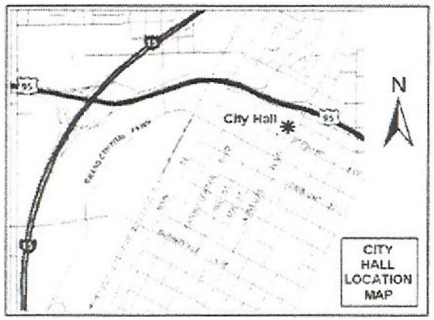
Date
Item 42

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JUL 16 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38536
Planning Commission Meeting of 7/29/2010

RECEIVED
JUL 27 2010

Case: SUP-38536
13928512007
JOHNSON BERTHA LEE
1305 JACKSON AVE
LAS VEGAS NV 89106-2854

RECEIVED
JUN 27 2010

Submitted after final agenda
Date
Item 44

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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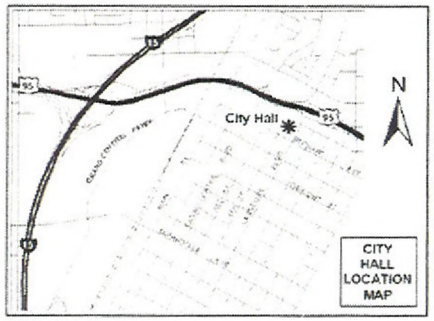
Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38536
Planning Commission Meeting of 7/29/2010

RECEIVED
JUL 23 2010

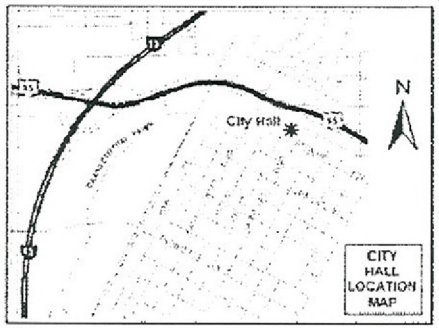
Case: SUP-38536
13921810008
SPANN CLEVELAND & NORA
1213 DOOLITTLE AVE
LAS VEGAS NV 89106-2422

Submitted after final agenda
Date
Item 4b

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-38536

Planning Commission Meeting of 7/29/2010

Case: SUP-38536

13921704004
CHURCH BAPTIST GREATER
1915 LEXINGTON ST
LAS VEGAS NV 89106-2416

RECEIVED
JUN 30 2010

(702) 647 - 3586 Greater Evergreen MBC Jul 30 10 08:23a

City of Las Vegas Agenda Item No.: **89.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: SEPTEMBER 1, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

ROC-38969 - REVIEW OF CONDITION – PUBLIC HEARING - APPLICANT/OWNER: GARRET GROUP, LLC - Request for a Review of Condition to remove Condition Number 4 of a previously approved Special Use Permit (SUP-24192) WHICH STATED THAT THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE OF BEER, WINE COOLERS OR SCREW CAP WINE IS PROHIBITED. ALL SUCH PRODUCTS SHALL REMAIN IN THEIR ORIGINAL CONFIGURATIONS AS SHIPPED BY THE MANUFACTURER. FURTHER, NO REPACKAGING OF CONTAINERS INTO GROUPS SMALLER THAN THE ORIGINAL SHIPPING CONTAINER SIZE SHALL BE PERMITTED at 2237 West Charleston Boulevard (APN 162-04-101-001), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL.

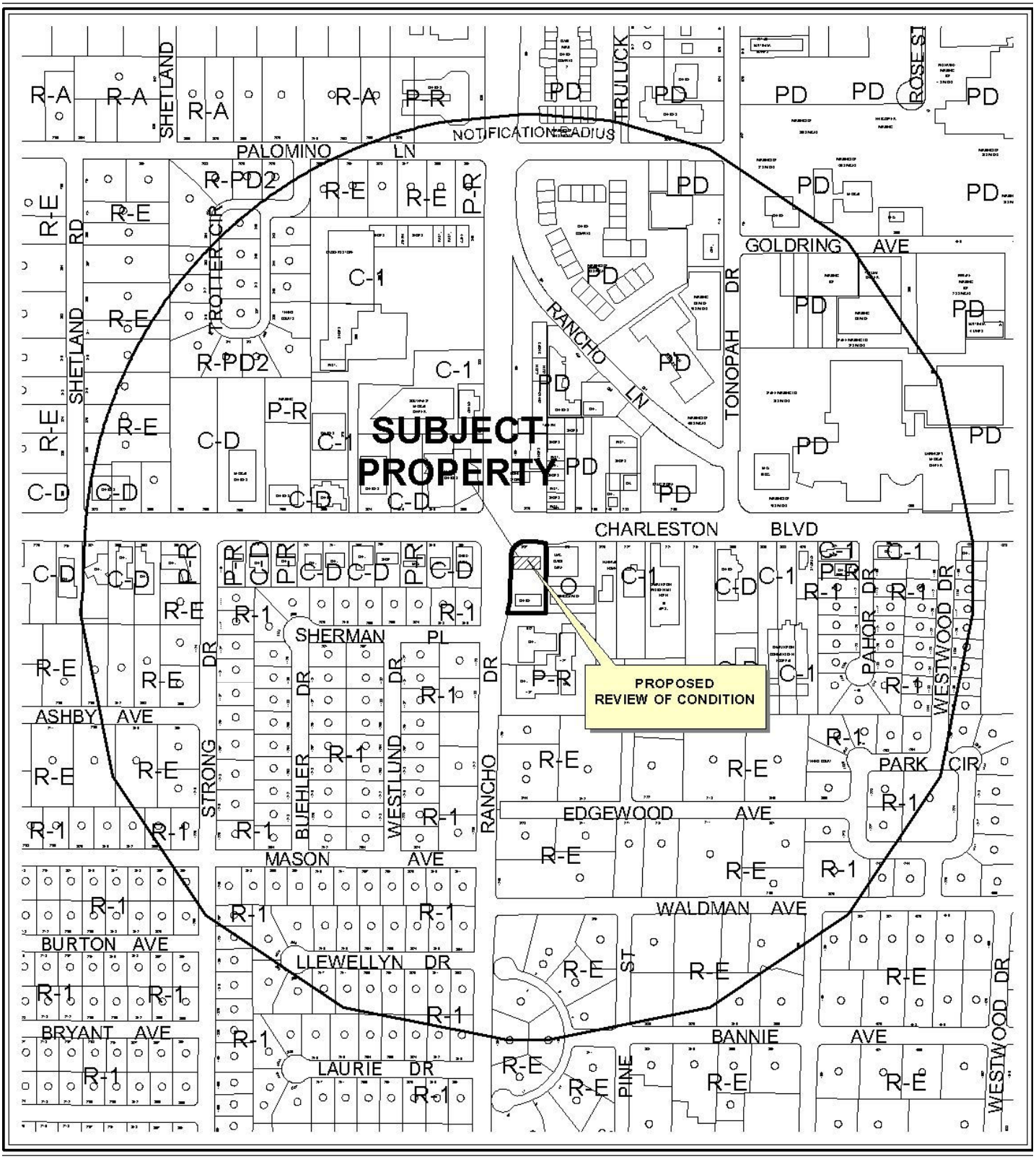
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends DENIAL.

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SUP-24192
5. Justification Letter



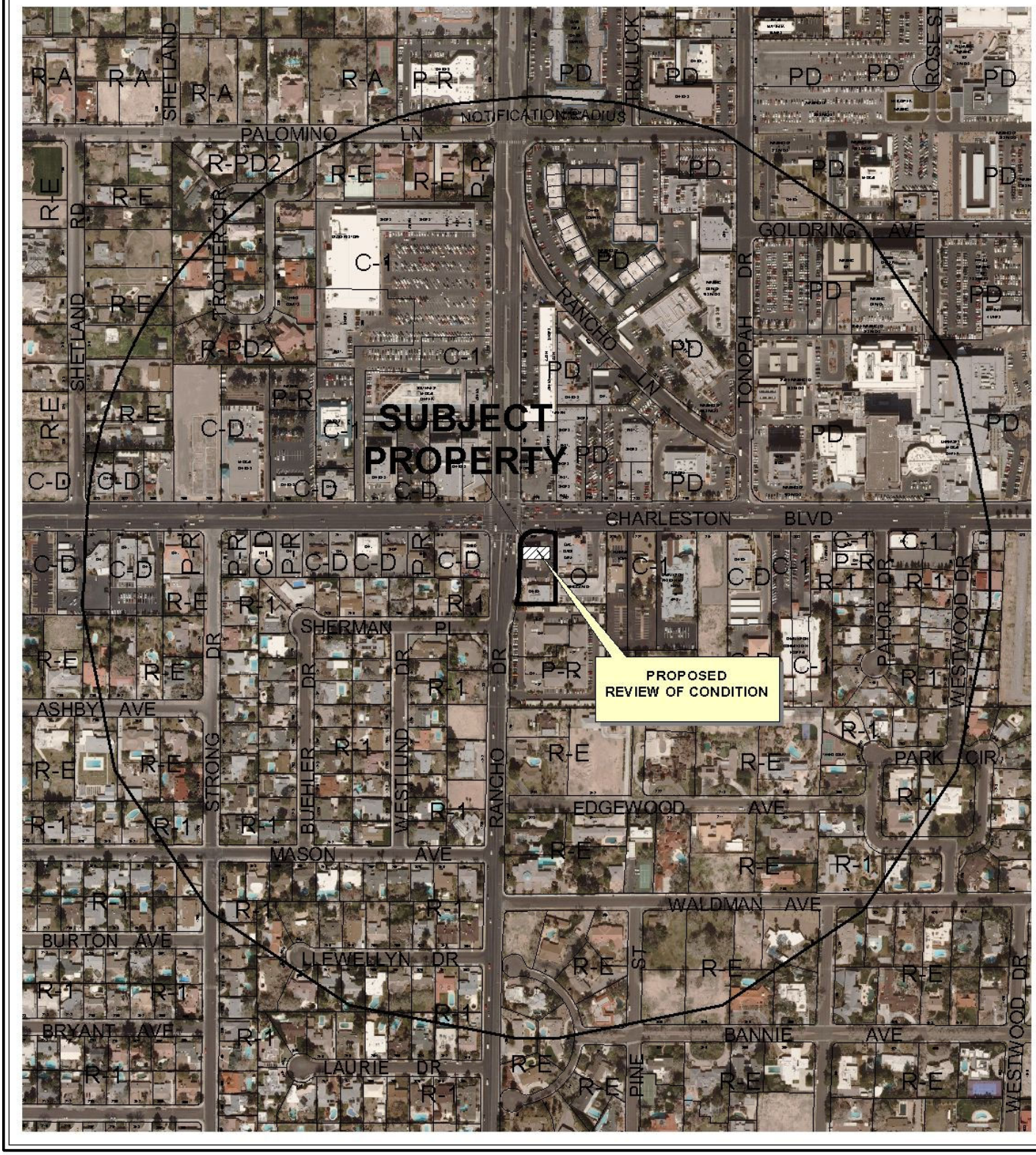
0 400 800 Feet

CASE: **ROC-38969**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



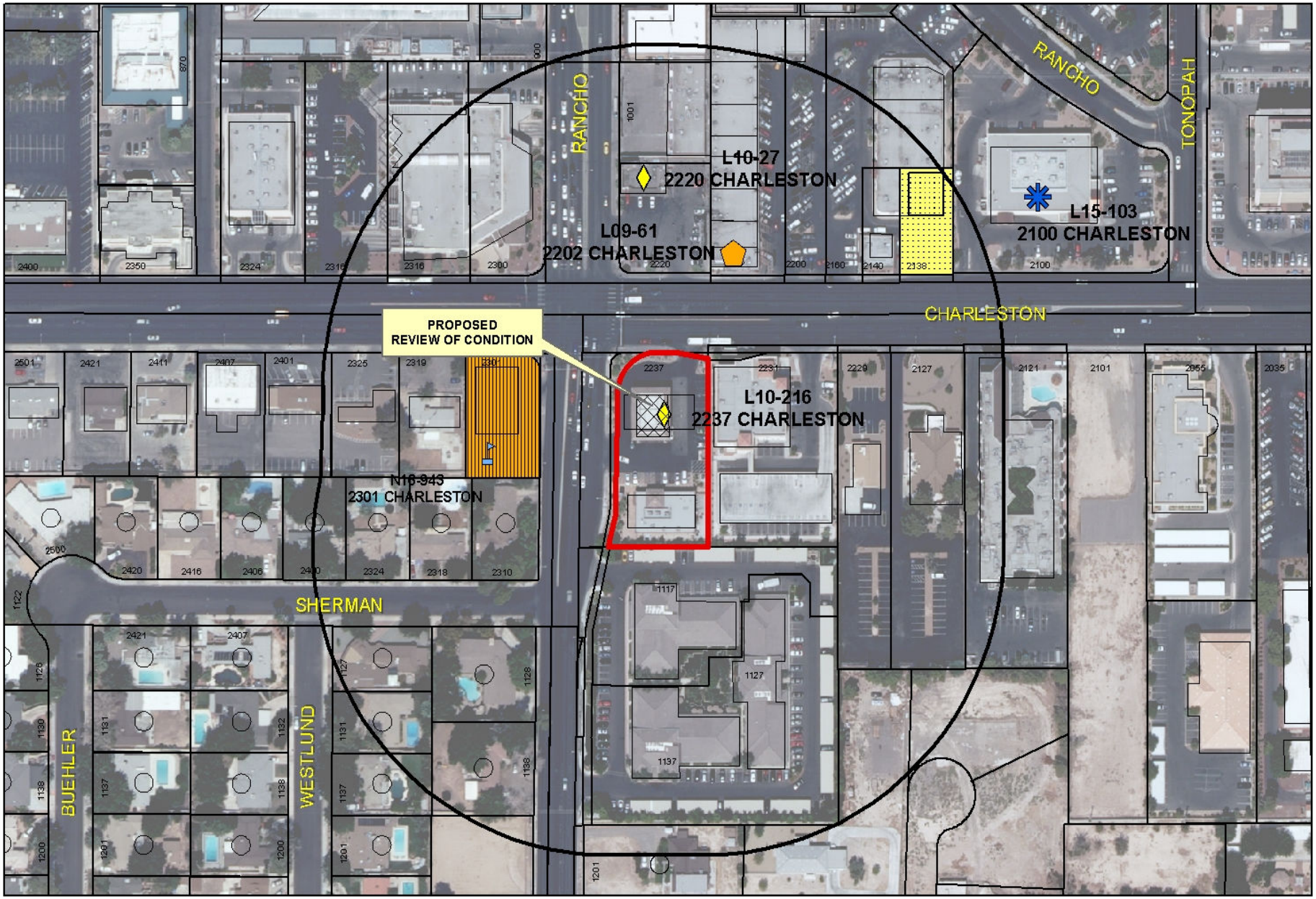
0 400 800 Feet

CASE: **ROC-38969**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



ROC-38969

Business Licenses

- Child Care/ Children Facility
- Beer/Wine/Cooler On Sale
- Beer/Wine/Cooler Off Sales
- Beer/Wine/Cooler On-Off Sale
- Package Liquor Sales
- Supper Club/ Restaurant Service Bar
- Tavern
- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 foot buffer
- N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: GARRET GROUP, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-38969	Staff recommends DENIAL, if approved subject to conditions:	None

** CONDITIONS **

ROC-38969 CONDITIONS

Planning and Development

1. Condition Number 4 of Special Use Permit (SUP-24192) shall be removed.

2. Conformance to all other conditions of approval for Special Use Permit (SUP-24192) and all site related actions as required by the Planning and Development Department and Department of Public Works.

DJS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site currently has a Convenience Store in conjunction with a Service Station without incidental automotive repair. The applicant is requesting a Review of Condition to delete Condition Number 4 of a previously approved Special Use Permit (SUP-24192) which states, "The sale of individual containers of any size beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted."

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/18/04	The City Council approved a request to amend a portion of the Southeast Sector Plan of the General Plan (GPA-4564) from O (Office) to SC (Service Commercial) and to exempt the subject site from the full Multi-Use Transportation Trails Standard of the Transportation Trails Element, using instead the proposed "Connector Trail" standard on 0.79 acres adjacent to the southeast corner of Charleston Boulevard and Rancho Drive. The Planning Commission recommended approval on 07/08/04.
	The City Council approved a related request for a Site Development Plan Review (SDR-4563) and waivers of perimeter buffering landscaping, parking lot landscaping, building foundation landscaping, side yard setbacks and building placement for a proposed 1,200 square-foot car wash/auto detail and a 3,325 square-foot Convenience Store/Service Station to replace an existing 1,800 square-foot Convenience Store/Service Station.
12/21/06	The Planning Commission approved a request for a Variance (VAR-18182) to allow an 11-foot setback in the rear yard where 20 feet is the minimum required on 0.79 acres at 2237 West Charleston Boulevard.
12/21/06	The Planning Commission approved a related request for a Site Development Plan Review (SDR-18082) for a proposed 4,400 square-foot service station (without incidental automotive repair) and a waiver to allow no perimeter landscape buffer where eight feet is the minimum required along a portion of the eastern property line and to allow a ten-foot perimeter landscape buffer where 15 feet is the minimum required adjacent to the right-of-way.

11/07/07	The City Council approved a request for a Special Use Permit (SUP-24192) for a proposed Beer/Wine/Cooler Off-Sale Establishment in conjunction with an existing service station (without incidental automotive repair) at 2237 West Charleston Boulevard. The Planning Commission recommended approval on 10/11/07.

Related Building Permits/Business Licenses	
02/22/07	A Certificate of Completion (Plan Check C-0079-05) was issued for a trash enclosure at 2237 West Charleston Boulevard.
08/14/04	A Certificate of Occupancy was issued for a Convenience Store and Chevron Gas Station at 2237 West Charleston Boulevard.
08/15/07	A Certificate of Occupancy was issued for gas pumps and canopy at 2237 West Charleston Boulevard.
11/09/07	Business licenses (C05-02079, C15-00269, C20-02011, G01-02022, and L10-00216) were issued for tobacco sales, a convenience store, convention hall tax, restricted gaming, and a beer/wine/cooler off-sale establishment located at 2237 West Charleston Boulevard. All the licenses are still active.

Pre-Application Meeting	
07/23/10	Staff met with the applicant to discuss submittal requirements for a Review of Condition to delete condition #4 of a previously approved Special Use Permit.

Neighborhood Meeting
A neighborhood meeting was not required nor was one held.

Field Check	
08/06/10	Staff conducted a field check of the subject site with the following observations: • The area was clean and free of debris/trash • The landscape areas are all being properly maintained; no discrepancies noted

Details of Application Request	
Site Area	
Gross Acres	0.71

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Convenience Store with Service Station	SC (Service Commercial)	C-1 (Limited Commercial)
North	Convenience Store	UMC (University Medical Center)	PD (Planned Development)
South	Offices	O (Offices)	P-R (Professional Offices and Parking)
East	UMC Quick Care	O (Offices)	O (Office)
West	Child Care Facility	O (Office)	O (Office)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Rancho Charleston Land Use Study	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (200 feet)	X		Y
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

The subject site currently has a Convenience Store in conjunction with a Service Station (gas station) without incidental automotive repair. The applicant is requesting a Review of Condition to delete Condition Number 4 of a previously approved Special Use Permit (SUP-24192) which states, "The sale of individual containers of any size beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted."

Since the approval of the Special Use Permit (SUP-24192), the applicant has been issued a Certificate of Completion and several Certificates of Occupancy for the business. In addition, the applicant has been issued the appropriate business licenses with no police activity noted against the location. Staffs conducted a field check of the site and found the overall appearance of the business neat and clean with the landscape areas being properly maintained.

FINDINGS

The proposed removal of this condition is not appropriate as the business has residential homes to the west/southwest with scattered commercial uses that include three (3) liquor licenses within 400 feet of the subject site (restaurant with service bar, tavern, and beer/wine/cooler off-sale establishment- no case history: original license issued in 1/1/51). The intensification of the use through the allowance of the sale of single packages of beer/wine/coolers does not fit with the surrounding neighborhoods and could have a negative effect on the area. Staff is recommending denial of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 20

NOTICES MAILED 386 (By Planning)

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-38969** APN: 162-04-101-001

Name of Property Owner: The Garret Group, LLC

Name of Applicant: The Garret Group, LLC

Name of Representative: DALTON L. CONNERS

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: Dalton L Conners

Print Name: DALTON L. CONNERS

Subscribed and sworn before me

This 26 day of July, 2010

Michele A. Williams

Notary Public in and for said County and State

State of Nevada / County of Clark

Notary Public - State of Nevada
County of Clark
MICHELE A. WILLIAMS
My Appointment Expires
No: 05-99624-1 August 29, 2013

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: The Garnet Group, LLC

Project Address (Location) 2237 W. Charleston Blvd., Las Vegas, NV 89102

Project Name Rogers Chevron **Proposed Use** Existing

Assessor's Parcel #(s) 162-04-101-001 **Ward #** 1

General Plan: existing X proposed ____ **Zoning:** existing X proposed ____

Commercial Square Footage Building 4400 ☐' **Floor Area Ratio** ____

Gross Acres 34,559 ☐' 0.79 **Lots/Units** ____ **Density** ____

Additional Information ACRES A SELF-SERVICE GAS AND CONVENIENCE STORE, BRANDED CHEVRON

PROPERTY OWNER The Garnet Group, LLC **Contact** Dalton L. Conners

Address 2237 W. Charleston Blvd **Phone:** 678-6860 **Fax:** ____

City Las Vegas **State** NV **Zip** 89102

E-mail Address ____

APPLICANT The Garnet Group, LLC **Contact** Dalton L. Conners

Address 2237 W. Charleston Blvd. **Phone:** 678-6860 **Fax:** ____

City Las Vegas **State** NV **Zip** 89102

E-mail Address ____

REPRESENTATIVE Dalton L. Conners **Contact** Dalton L. Conners

Address 32 Paladin Ct. **Phone:** 263-6499 **Fax:** 263-6450

City Henderson **State** NV **Zip** 89074

E-mail Address DLConners@Cox.Net

Property Owner Signature* Dalton L. Conners

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Dalton L. Conners

Subscribed and sworn before me

This 26 day of July, 20 10.

Michele A. Williams

State of Nevada/County of Clark

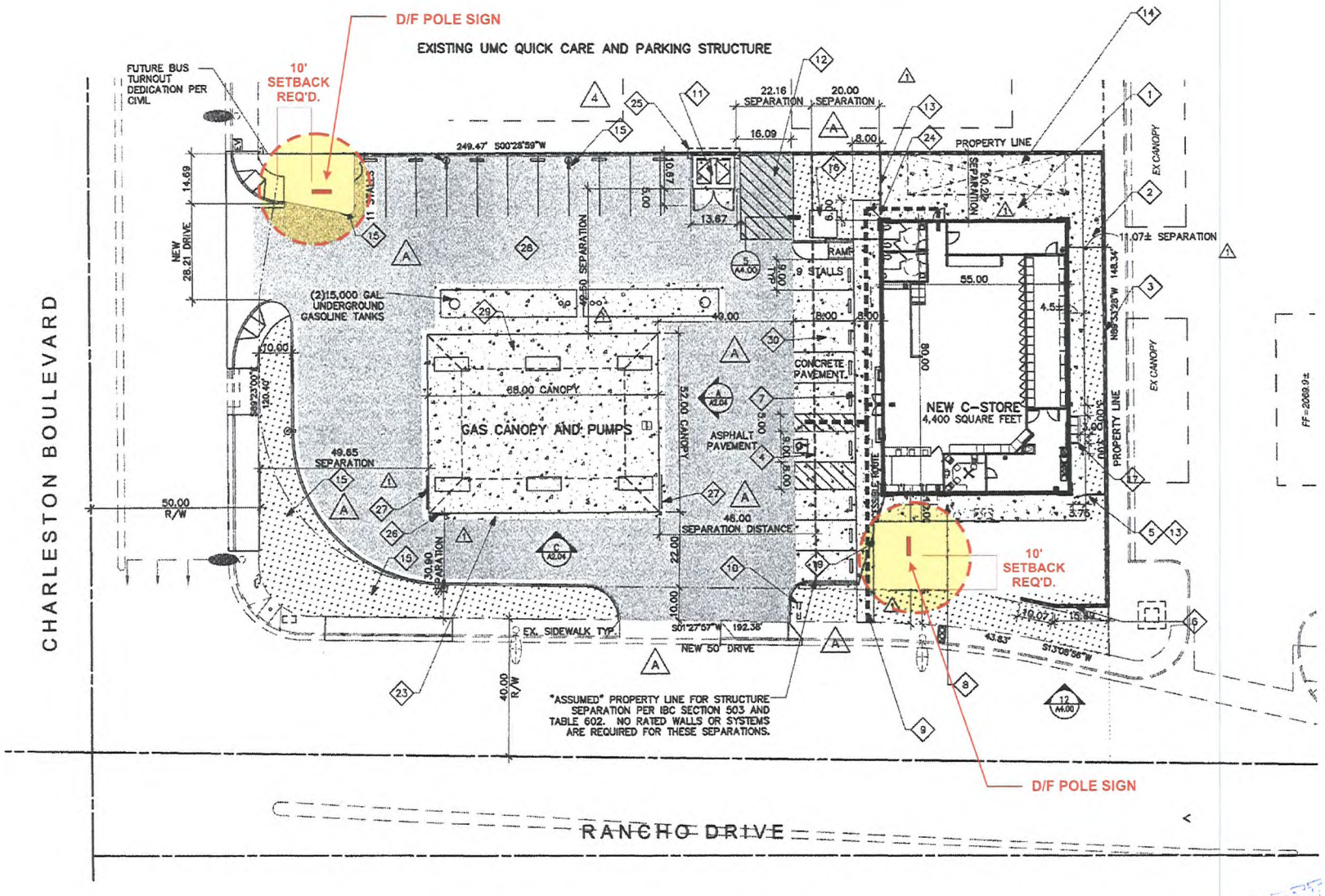
Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
MICHELE A. WILLIAMS
My Appointment Expires
August 29, 2013
No: 05-99624-1

FOR DEPARTMENT USE ONLY

Case #	ROC-38969
Meeting Date:	9/1/10
Total Fee:	$830.00
Date Received:*	7/26/10
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.



N **SITE PLAN 1"=30'**

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JUL 26 2010

ROC-38969

Chevron

2237 W. CHARLESTON

SITE PLAN

VISION SIGN
3625 S. Polaris Ave. Las Vegas, Nevada 89103
Phone (702) 895-7474

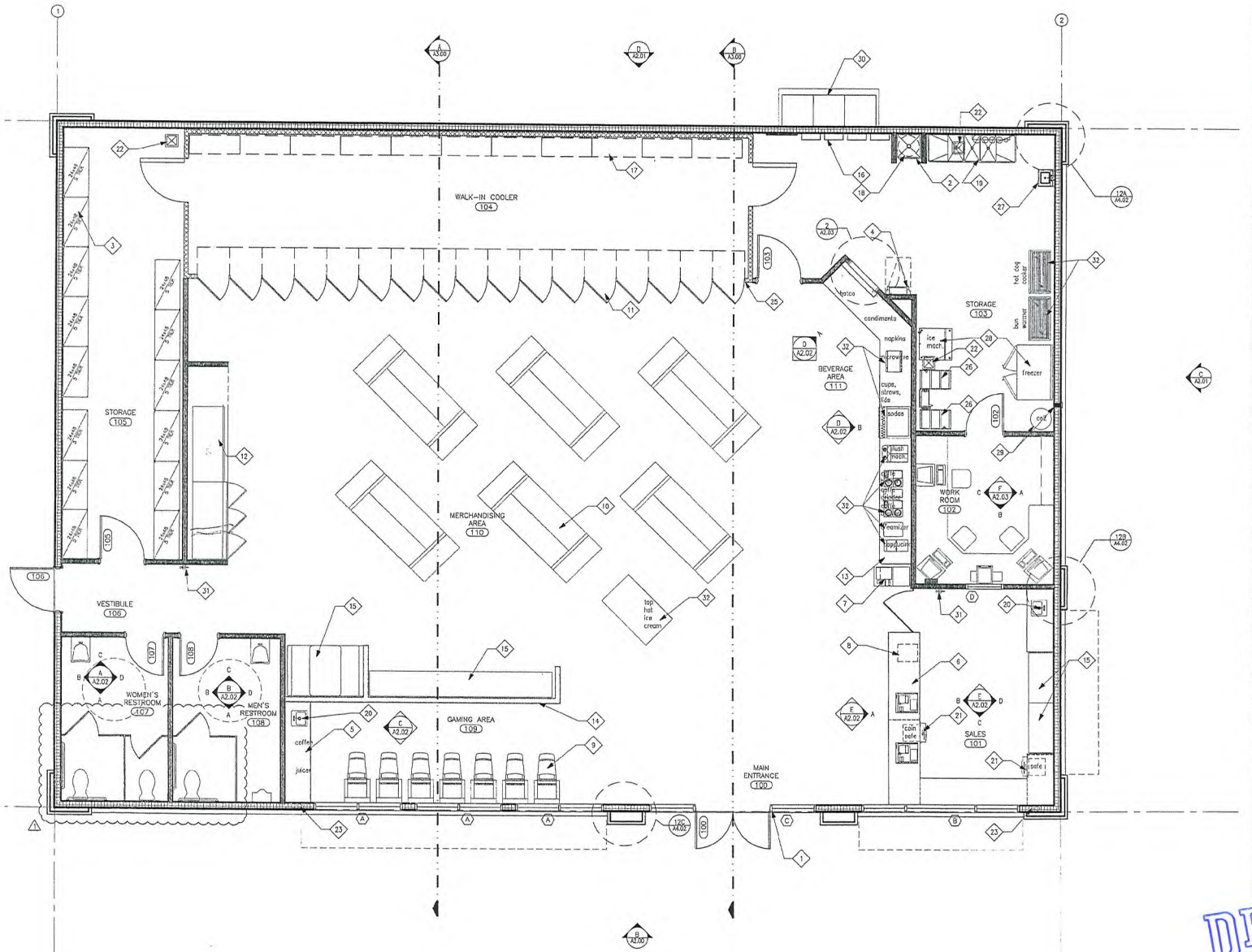
These plans are prepared and submitted by the contractor as an exemption to NRS 623.330 for work under contractor license category authorized under NRS 624.
NV CONTRACTOR LICENSE #42776

THIS ARTWORK WAS PREPARED BY AND IS THE PROPERTY OF VISION SIGN, INC. ANY UNAUTHORIZED USE OF SAME IN WHOLE OR PART IS PROHIBITED.

JOB NO.	11326
DATE	03-19-2007
DRAWN	DERRICK
SALES	RICH
FILE NAME	CHEVRON11326.CDR
FOLDER	CHEVRON

REVISIONS MADE

SITE



MAIN FLOOR PLAN

SCALE: 1/4" = 1'-0"

ROC-38969

PLAN GENERAL NOTES

1. CONTRACTOR SHALL COORDINATE THIS SHEET WITH ALL OTHER SHEETS PRIOR TO CONSTRUCTION AND BRING ANY DISCREPANCIES TO THE DESIGNER'S ATTENTION.
2. ALL WORK AREAS SHALL BE KEPT IN A CLEAN AND SAFE CONDITION AT ALL TIMES.
3. FIRE EXTINGUISERS SHALL BE INSTALLED PER IBC, UFC AND THE FIRE INSPECTOR'S REQUIREMENTS. LOCATIONS AND QUANTITIES SHALL BE VERIFIED BY SUCH.
4. SEE A1.01 FOR FLOOR PLAN DIMENSIONS AND WALL TYPES.
5. REFER TO SHEET A5.00 FOR FINISH SCHEDULE

KEYNOTES

1. ALUMINUM STOREFRONT SYSTEM PER A5.00, TYP.
2. MOP SINK W/ SHELF & MOP HOLDER (BOBRICK B-224X24). SEE "P" SHEETS FOR MORE INFO.
3. STORAGE RACK (24"W X 48"L). OWNER PROVIDED.
4. PAINTED METAL ROOF ACCESS LADDER AND 24"X36" ROOF HATCH BY ACUDOR #G3244 OR EQUAL. SEE 1/A4.03
5. P-LAM COUNTERTOP AT 34" H (ADA ACCESSIBLE).
6. CASHIER COUNTERTOP & BASE CABINETRY AT 34" A.F.F.. SEE MILLWORK ELEVATIONS ON A2.02
7. ATM BY OWNER. SEE "E" SHEETS FOR DATA & POWER CONNECTIONS.
8. POINT-OF-SALE (P.O.S.) SYSTEM BY OWNER, TYP. OF 3. TWO ACTIVE AND ONE INACTIVE (FOR FUTURE USE SHOWN DASHED). COORDINATE POWER AND COMMUNICATION REQUIREMENTS WITH "E" SHEETS
9. SLOT MACHINES BY OWNER. SEE "E" SHEETS FOR MORE INFO. PROVIDE COMMUNICATIONS CONDUIT BETWEEN SLOTS AND P.O.S. COUNTER PER "E" SHEETS.
10. MERCHANDISE GONDOLA BY OWNER, TYP. OF 6
11. 17-DOOR INSULATED WALK-IN/REACH-IN COOLER UNIT - COOLER UNIT MFR. SHALL PROVIDE SHOP DRAWINGS REFLECTING REQUIRED MECHANICAL/ELECTRICAL AND INSTALLATION REQUIREMENTS FOR OWNER/CONTRACTOR APPROVAL PRIOR TO FABRICATION.
12. FREEZER MERCHANDISER BY OWNER. VERIFY SIZE AND REQUIREMENTS W/ OWNER.
13. STAINLESS STEEL SNACK/BEVERAGE SERVICE STAINLESS STEEL COUNTER AT 34" A.F.F. WITH 6" BACKSPLASH WITH RADIUSED EDGES PER CLARK COUNTY HEALTH DISTRICT REQUIREMENT. EQUIPMENT BY OWNER.
14. 48" HIGH PONY WALL WITH PLASTIC LAMINATE WALL CAP TO MATCH ADJACENT MILLWORK. USE 5/8" GYP. BD. BOTH SIDES OVER 3-5/8" X 20 GA. METAL STUDS AT 16" O.C., SEE 3/A4.03
15. FURNITURE BY OWNER
16. ELECTRICAL PANELS AND PHONE PANEL AT THIS AREA. SEE "E" SHEETS.
17. COOLER STORAGE RACK (18"X48"). (OWNER PROVIDED).
18. ELECTRIC WATER HEATER ABOVE MOP SINK. SEE "P" & "E" SHEETS.
19. 3 COMPARTMENT SINK PER "P" SHEETS.
20. DROP-IN HAND SINK PER "P" SHEETS.
21. SAFE PROVIDED BY OWNER
22. FLOOR SINK PER "P" SHEETS.
23. ROOF DRAIN AND OVERFLOW PER "P" SHEETS
24. MAIN SWITCHBOARD. SEE "E" SHEETS. PROVIDE 6" LEVEL HOUSEKEEPING PAD.
25. FACE OF COOLER BOX SHALL HAVE 5/8" GYP. BD. APPLIED AND FLUSH WITH BULKHEAD ABOVE (CONT. OF WALL TYPE B2 WALL BOARD FROM ABOVE), TYP. FACE OF COOLER AT TOP AND SIDES.
26. BAG-IN-BOX LOCATION
27. S.S. HAND SINK W/ SPLASH GUARDS EACH SIDE. INDIRECT WASTE TO FLOOR SINK.
28. ICE MACHINE AND FREEZER BY OWNER.
29. CO2 TANK LOCATION. PROVIDE EXTERNAL FILL LOCATION AND 4" PVC SLEEVE OVERHEAD TO BAG-IN-BOX LOCATION.
30. MAIN SWITCHBOARD. SEE "E" SHEETS. PROVIDE 6" LEVEL HOUSEKEEPING PAD.
31. FIRE EXTINGUISHER. VERIFY LOCATION AND QUANTITY WITH FIRE DEPARTMENT AND LOCAL CODES.
32. EQUIPMENT BY OWNER

RECEIVED
JUL 26 2010

REVISIONS

Mark	Date	Description
1	2-28-06	CLARK COUNTY COMMENTS

Breslin Builders shall have no liability for use of this information without their written consent. Copyright(c) 1999 - 2024. Use of the information contained in this instrument for other than the specific purpose for which it was intended and for other than the client for whom it was prepared is forbidden unless expressly permitted in advance by Breslin Builders. These drawings shall be used for one project only.

CONTRACTOR

THESE PLANS ARE PREPARED AND SUBMITTED BY THE CONTRACTOR AS A CATEGORY AUTHORIZED BY CONTRACTOR.

BRESLIN BUILDERS — COMPANY NAME
CHRISTOPHER J. LUTESKA — CONTACT (PRINT REPRESENTATIVE OR MASTER LEVEL IF PLUMBING OR ELECTRICAL WORK)
C0018169 — CONTRACTOR'S LICENSE #
TODD McBRAYER — PLANS PREPARED BY
SIGNATURE

BRESLIN BUILDERS
DESIGN & CONSTRUCTION
LICENSED GENERAL CONTRACTOR
LICENSE #0018169
5525 POLARIS AVENUE, SUITE B
LAS VEGAS, NEVADA 89118
(702)798-3977
FAX (702)798-3908
www.breslinbuilders.com

Project Owner:

Chevron Convenience Store

2237 W. Charleston Blvd.
Las Vegas, Nevada 89102

APN: 162-04-101-001

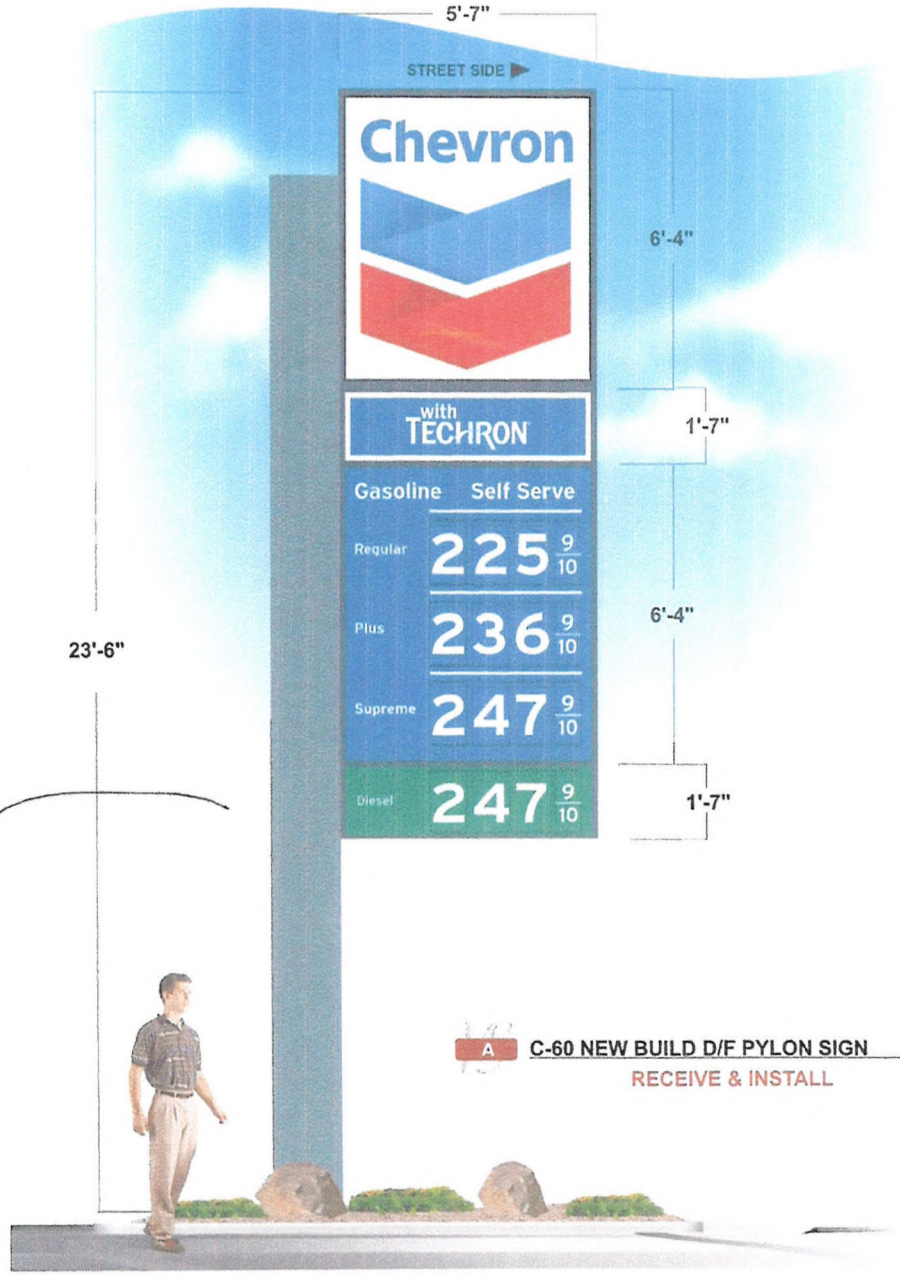
Sheet Title:

Main Level Floor Plan

Date: Dec. 27, 2005	Designed By: Todd McBrayer
Project No.: 2004A.01	Drawn By: TMM/CAA
Jurisdiction: Las Vegas	Checked By: TMM/JB

A1.00

Hallmark/LPS/APC



A C-60 NEW BUILD D/F PYLON SIGN 3/8"=1'-0"

RECEIVE & INSTALL

RECEIVED
JUL 26 2010

ROC-38969

Chevron

2237 W. CHARLESTON

C-60 PYLON SIGN

VISION SIGN

3620 S. Polaris Ave. Las Vegas, Nevada 89103
Phone: (702) 895-7474

These plans are prepared and submitted by the contractor as an exemption to NRS 623.310 for work under contractor license category submitted under NRS 624
NV CONTRACTOR LICENSE #42776

THIS ARTWORK WAS PREPARED BY AND IS THE PROPERTY OF VISION SIGN, INC. ANY UNAUTHORIZED USE OF SAME, IN WHOLE OR PART IS PROHIBITED.

JOB NO.	11326
DATE	03-19-2007
DRAWN	DERRICK
SALES	RICH
FILENAME	CHEVRON11326 CDR
FOLDER	CHEVRON

REVISIONS MADE

001

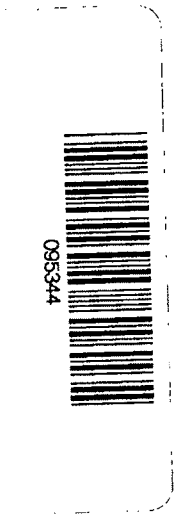
LAS VEGAS CITY COUNCIL

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

November 9, 2007

Mr. Tom Jones
Mr. Dalton Conners
The Garret Group, LLC
2237 West Charleston Boulevard
Las Vegas, Nevada 89102

RE: SUP-24192 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF NOVEMBER 7, 2007

Dear Messrs. Jones and Conners:

The City Council at a regular meeting held November 7, 2007 APPROVED the request for a Special Use Permit FOR A PROPOSED BEER/WINE/COOLER OFF-SALE ESTABLISHMENT IN CONJUNCTION WITH AN EXISTING SERVICE STATION (WITHOUT INCIDENTAL AUTOMOTIVE REPAIR) at 2237 West Charleston Boulevard (APN 162-04-101-001), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on November 8, 2007. This approval is subject to:

Planning & Development

1. Conformance to all minimum requirements under LVMC Title 19.04.010 for Beer/Wine/Cooler Off-sale use.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Approval of this Special Use Permit does not constitute approval of a liquor license.

4. The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted.

5. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

ROC-38969

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Tom Jones
Mr. Dalton Conners
Dual Alliance, LLC dba Rider's
2237 West Charleston Boulevard
Las Vegas, Nevada 89102

The Garret Group, LLC
2237 W. Charleston Blvd.
Las Vegas, NV 89102

July 25, 2010

Ms. Debbie Sullivan
City of Las Vegas, Planning and Development
731 So. Fourth Street
Las Vegas, NV 89101

RE: The Garret Group, LLC
Special Use Permit

Dear Ms. Sullivan:

We were informed on July 16, 2010 by the Neighborhood Service Department, Code Enforcement Officer, Lynn Nihipali, that our gas station / convenience store, at the address listed above, was out of compliance with Item 4 of our Special Use Permit. Item 4 deals with restrictions on the sale of single bottles of beer and selected sizes of screw capped wine and wine coolers.

We immediately ceased the sales of all such single items and filed, that same afternoon, a Pre-application Review of Conditions Report to request the removal of item 4 on our Special Use Permit. Additionally, we attended a meeting at planning on July 23, 2010 to discuss such request. We were advised at the July 23rd meeting by the Business Service Division representative that item 4 was removed a year ago from new Special Use Permits but that all existing holders of Special Use Permits, such as our business, were required to file a formal application to have Item 4 removed. Therefore, our formal application to request removal of Item 4 from our Special Use Permit is enclosed.

We understand that all such items to be sold as single items must be specifically produced to be sold as single items. We represent that we will not "break down" manufactured packages of multiple items for individual sale.

We hope that you will grant this request at your earliest convenience so that we may remain competitive with the other convenience stores in our market.

We sincerely apologize for our earlier oversight of this Item 4 to our Special Use Permit. If any additional information is required, please contact me. My cell phone number is 236-8902.

Thank you,

Dalton L. Conners

Enclosures

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City of Las Vegas Agenda Item No.: **90.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 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.: **91.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 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.: **92.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: SEPTEMBER 1, 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